

Called Meeting

The Board of Trustees Cedar Hill ISD

A Called Meeting of the Board of Trustees of Cedar Hill ISD will be held May 27, 2020, beginning at 6:00 PM in the Cannady Cedar Hill Room
285 Uptown Blvd.
Cedar Hill, Texas 75104.

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

1. CALL TO ORDER
2. CLOSED SESSION
3. PUBLIC COMMENTS

The Board encourages comments about the District from members of the public. The correct procedure for addressing the Board during Public Comments is as follows: Members of the public were invited to email their public comments to the address published on the CHISD website. Those comments will be read by a member of the CHISD staff at this time. All comments regarding items on the agenda will be limited to three minutes. Copies of presentations should be made available to all trustees and the Superintendent. Board policy prohibits the discussion of complaints against district employees during an open forum.

4. CONSENT AGENDA
 - A. CHEF MOU
 - B. Tarleton State University MOU
 - C. Achieve Contract
 - D. Resolution for Optional Medical Plan
 - E. Student Outcome Goals
5. BUDGET WORKSHOP
6. CRISIS GOAL SETTING
7. ADJOURN



Consent Item

Meeting Date: May 27, 2020

Presented by: Dr. Gerald Hudson, Superintendent

Subject: Memorandum of Understanding - District and Cedar Hill Education Foundation

Board Goal: Foster an environment of respect, cooperation, and open communication with parents and community partners.

Background Information: The District and Cedar Hill Education Foundation memorandum of understanding has lapsed and is in need of an update. Representatives from both groups spent the last few weeks reviewing common MOUs between education foundations and school districts, researching job descriptions for education foundation directors and drafting a MOU that benefits both the District and CHEF. On Tuesday May 19, 2020, the Cedar Hill Education Foundation Board approved the attached MOU as presented.

Recommendation: The Board approve the MOU between the District and the Cedar Hill Education Foundation.

Board Action Required: A motion to approve the MOU between the District and the Cedar Hill Education Foundation to memorialize the nature of our relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of both groups.

Contact Person:

Tierney Tinnin, Chief of Communications & Marketing

Funding Source:

Local Funds

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT AND CEDAR HILL ISD EDUCATION FOUNDATION
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is entered into by and between the Cedar Hill Independent School District (the "District") Board of Trustees ("District Board of Trustees") and the Board of Directors ("CHEF Board") of the Cedar Hill ISD Education Foundation (the "CHEF"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

A. Public Purposes: The District Board of Trustees identifies the following educational public purposes for the District's support of the CHEF:

1. The CHEF provides resources to continue and/or enhance quality education programs amidst the uncertainty and restrictions inherent in the Texas public school finance system.
2. Maximizing alternative revenue sources requires strong community support.
3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
4. The District receives intrinsic benefits for teachers and other gains from its investment in the CHEF and the related community partnerships and involvement.
5. Numerous grants and other funding from the CHEF benefits District students, staff and instructional programs.
6. Community involvement in raising money for educational programs and student scholarships achieves a concurrent psychological and philosophical investment in the school district and its students.
7. Solicitations of donations by the CHEF directors and personnel relieves the fundraising burden of the District's superintendent, administrators, teachers and staff, allowing more efficient focus on the District's educational mission.
8. All additional revenues obtained by the CHEF allow for the betterment of the District's educational programs.
9. Partnership between the District and the CHEF provides efficiency and continuity of messaging by individuals who represent the District or the CHEF in seeking additional revenue sources.

B. Terms: This Memorandum of Understanding shall be effective as of the last date executed below and, except as otherwise provided herein, shall continue until either party provides written notice to the other of its intention to withdraw. Such withdrawal shall be effective 60

days after receipt of the written notice. On an annual basis the CHEF Executive Director will consult with the CHISD Chief of Communications & Marketing and with the President of the CHEF Board to identify and document any language in the MOU that may need to be reviewed to address concerns or changing conditions.

C. Commitment: The District receives a return benefit and the District Board of Trustees agrees to continue to provide the following support to the Foundation, provided the public purposes outlined in Paragraph A above continue to be met, and the controls outlined herein continue to be implemented. Further, the District Board of Trustees maintains the continuing right to refuse to appropriate the necessary funds subject to this MOU in any budget year. All District contribution amounts shall be within the sole discretion of the District Board of Trustees, and such contributions shall be monitored by the District and recorded in the District's accounting records as contributions to the CHEF. Subject to the previous limitations, the District will provide:

1. The salary and benefits for one (1) employee of the District working with the CHEF as the District Corporate Initiatives Liaison. The amount of salary and benefits are within the sole discretion of the District.
 - Employees of the District who are working with the Foundation shall not be entitled to receive supplemental compensation directly from the CHEF.
2. The office space facilities, equipment, supplies and utilities for the employees of the District working with the CHEF.
3. Network connections, District-licensed software, email, and similar resources, on the same basis as such resources are provided to other similarly situated District employees.
4. The cost of the CHEF's annual financial audit and 990 tax return provided the CHEF follows all applicable procedures for expenditures required by the District for the audit.
5. The District Board of Trustees shall appoint a Trustee to the CHEF Board of Directors as a non-voting member.

D. Responsibilities of Foundation:

1. The CHEF is a nonprofit educational corporation organized in 2002 for educational and charitable purposes exclusively for the benefit of the District. The CHEF will maintain status as an entity under 501(c)(3) of the United States Internal Revenue Code organized for the exclusive educational and charitable purposes of benefiting the District.
2. The CHEF agrees during the term of this Memorandum of Understanding, that the CHEF will use its best efforts to solicit, collect, invest and administer funds for the CHEF, which shall be used to enrich the educational environment of the District.
3. The CHEF Board of Directors will represent the community of Cedar Hill.

4. The CHEF agrees it will require the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity.
 5. The CHEF agrees it will continue to recognize the District as the sole beneficiary of its solicitation program.
 6. The CHEF agrees the District Corporate Initiatives Liaison will be Executive Director of the CHEF.
- E. Controls: The District Board of Trustees and the CHEF Board of Directors agree on the following controls, to ensure that a proper public educational purpose is served, the District maintains sufficient controls over the resources of the District, and the District receives a return benefit pursuant to this MOU:
1. The District Corporate Initiatives Liaison (DCIL) and any support personnel serving the CHEF shall be an at-will **salaried** employee of the District, under the direct supervision and control of the Chief of Communications & Marketing . The Chief of Communications & Marketing will consult with the CHEF Board of Directors regarding the annual job performance evaluation of any employees of the District serving the CHEF.
 2. The CHEF will work collaboratively with the District on a job description for the position of Executive Director of CHEF listing duties and responsibilities.
 3. The Executive Director of the CHEF will have to adhere to all Policies and Procedures of the CHEF as well as follow all lawful directives of CHEF's Board of Directors. If there is ever a conflict between the responsibilities and obligations serving as Executive Director of CHEF and as the DCIL, the President of the CHEF board and the Superintendent of the District will be notified in writing and they will communicate to resolve the conflict.
 4. The District Corporate Initiatives Liaison will devote most of his/her time and efforts to fulfill the duties and responsibilities of Executive Director of the CHEF; there will however be some crossover time that will be in support of the District's mission, students, and staff. The Chief of Communications & Marketing will maintain sufficient supervision to ensure the District Corporate Initiatives Liaison's time is utilized consistent with this condition.
 5. All in-kind contributions of office space, office equipment or other District resources shall be kept in good working order and condition. Use of District equipment and resources shall not interfere with the District's normal operation or conflict with the policies of the District.
 6. The CHEF shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
 7. The District Board of Trustees and the CHEF Board hereby designate the District Corporate Initiatives Liaison as the fiscal agent with the authority to accept grants to either CHEF or on behalf of the District. The District Corporate Initiatives Liaison shall report all grants received to

the Chief of Communications & Marketing and provide details of the grant in a report to the District Board of Trustees as requested.

8. The CHEF shall provide the District Board of Trustees with an annual update which will include the Foundation's yearly goals and shall be presented to the District Board of Trustees at a public board meeting.
9. The CHEF shall provide an IRS Form 990 annually to the District Board of Trustees, which shall reflect the District's contributions to the CHEF and which shall be reviewed against the District's accounting records to ensure accuracy. The completed Form 990 will be posted on the Foundation's website within one month after filing with the Internal Revenue Service.
10. The CHEF will establish and maintain a reasonable accounting system that enables the District to readily identify revenues and expenditures. The District and its representative shall have the right to audit financial records of the CHEF.
11. The District Superintendent or designee shall determine each year, at the time of development of the District's budget, whether adequate consideration has been received from the CHEF in the previous fiscal year and will likely be received in the following fiscal year, to assist the District's Board of Trustees in determining funding for the coming fiscal year.
12. The CHEF understands that, as a result of the District's investment in the Foundation, many of the documents of the Foundation may be subject to disclosure under the Texas Public Information Act, absent any exemption, and the Foundation agrees to comply with the requirements of the Texas Public Information Act to the extent that it applies to the Foundation.

AGREED TO this ____ day of _____, 20__.

Cedar Hill ISD Education Foundation

Cedar Hill Independent School District

Board Chair

Board Chair

ATTEST:

ATTEST:

Secretary

Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CEDAR HILL INDEPENDENT SCHOOL DISTRICT
AND TARLETON STATE UNIVERSITY
REGARDING THE DISTINGUISHED HIGH SCHOOL PARTNERSHIP PROGRAM**

This Memorandum of Understanding (“MOU”) is between Tarleton State University (“TARLETON”), a member of The Texas A&M University System and an agency of the state of Texas, and the Cedar Hill Independent School District (“CHISD”), with its primary offices located in Cedar Hill, Texas.

CHISD is a public primary and secondary educational institution accredited by the Texas Education Agency to certify completion of all educational requirements through high school graduation, and TARLETON is a public university and a member of The Texas A&M University System accredited by the Southern Association of Colleges and Schools Commission on Colleges to award associates, baccalaureate, masters and doctoral degrees.

The continued and ongoing partnership between CHISD and TARLETON furthers the educational mission of each institution. CHISD derives a benefit for its high achieving students by ensuring higher educational opportunities at TARLETON following high school graduation from CHISD, and TARLETON derives a benefit from the targeted and intentional promotion of its educational opportunities to the high achieving students of CHISD.

CHISD and TARLETON desire to enter into a memorandum of understanding regarding the automatic acceptance of students graduating within the top 25% of their respective classes from Cedar Hill ISD.

The parties therefore agree as follows:

1. TARLETON shall grant automatic admission to all CHISD students who graduate within the top 25% of their respective classes from Cedar Hill ISD, and shall waive the requirement that such students submit scores from the ACT (American College Test) or SAT (Scholastic Aptitude Test) to be considered for admission. CHISD acknowledges that students should be aware that not submitting test scores may compromise their consideration for scholarships.
2. TARLETON shall waive the admissions application fee for all CHISD students who meet Tarleton’s criteria to receive an application fee waiver.
3. Cedar Hill ISD graduates who qualify for Tarleton’s Guaranteed Award Program (GAP) and attend TARLETON will receive an award guarantee \$1,000 above the GAP level for which they qualify if the student is ranked in the top 10% of their graduating class, or \$500 above the GAP for which they qualify if the student is ranked in the top 25% (but not top 10%) of their graduating class. GAP eligibility criteria and award levels can be found on the university website at <http://www.tarletonstate.us/gap>.

TARLETON shall contact CHISD counselors to notify them of scholarship opportunities available to Cedar Hill ISD graduates as such opportunities come available.

4. TARLETON shall provide ongoing support at Cedar Hill ISD, such as financial aid, admissions, and degree counseling; work study mentorships; peer mentoring; etc. Specific activities are subject to further discussion by the parties and the availability of necessary resources.
5. CHISD shall generally promote the availability of the opportunity described in section 1 to all of its students, parents, and community stakeholders, and shall specifically inform each qualifying graduate of the opportunity for automatic admission to TARLETON upon submission of application.
6. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this MOU and all of the transactions it contemplates. Venue for any claim arising out of or relating to this MOU and all of the transactions it contemplates is as provided under Texas law.
7. Each provision of this MOU is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this MOU remain valid, legal, and enforceable.
8. This MOU is the complete, final, and exclusive statement of the parties as to its subject matter, and supersedes any previous agreements or understandings between the parties as to that subject matter. This MOU may be amended, modified, or supplemented only by a written agreement signed by both parties. Any waiver of the terms and conditions of this MOU must be in writing signed by the party granting such waiver and will not waive any other failure to perform.
9. Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, or (c) on the date of delivery if delivered personally, in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

CHISD: Superintendent
Cedar Hill ISD
285 Uptown Blvd Bldg 300
Cedar Hill, TX 75104

TARLETON: Vice President for Enrollment Management
Tarleton State University
Box T-0430
Stephenville, TX 76402

10. As used in this MOU, the term “partnership” (including all its derivatives) is used solely with the meaning of “collaboration” and is not intended to create any rights or obligations (other than those contractual obligations expressly provided in this agreement) under the laws of partnership of any jurisdiction. The parties intend to be independent contractors, and neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization.

11. This MOU is in effect for the CHISD 2020-21 school year, and will renew automatically for up to four successive annual terms unless terminated by either party with written notice to the other no later than June 30 of each year.

The parties have executed this MOU on the dates indicated below.

**CEDAR HILL INDEPENDENT
SCHOOL DISTRICT**

TARLETON STATE UNIVERSITY

Cheryl Wesley, President
Board of Trustees

Dr. James Hurley, President

Date: _____

Date: _____

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: May 27, 2020

Presented by: Dr. Gerald B Hudson, Superintendent of Schools

Subject: Achieve 3000 Software

Consent Agenda Item

BOARD GOAL:

Increase the number of third grade scholars at or above grade level in reading.
Increase the number of scholars at or above grade level in Algebra I.
Increase the number of scholars that are college, career, and/or military ready.

BACKGROUND INFORMATION:

Achieve3000 supports students' literacy needs from foundational skills through comprehension. They provide a wealth of non-fiction science and social studies content which helps students develop key literacy skills while building content area knowledge and vocabulary simultaneously. With deeply differentiated instruction; an adaptive content system that integrates ongoing assessment, engaging nonfiction content, and robust scaffolds; and linguistic supports for struggling readers.

Achieve3000 accelerates learning gains and empowering all students to build critical college and career literacy skills. The CHISD/Achieve partnership began 7 years ago. Although Achieve3000 has been used at a variety of grade levels, CHISD currently uses Achieve3000 to improve and strengthen reading skill for all English I and English II students.

In addition to Achieve3000, the younger scholars (PreK-2) will have access to Smarty Ants. Smarty Ants engages young learners in grades PreK-2 with fun, multisensory, and adaptive foundational literacy instruction. Available in English and Spanish, Smarty Ants puts young learners on the path to becoming successful independent readers who have a love of learning.

This cost proposal is for the use of Achieve3000 and Smarty Ants for grades PreK-12. In previous years, the cost proposals that were presented to the Board of Trustees included the cost for fewer grade levels. This proposal not only includes cost for continuing to use Achieve 3000 for English I/II but for all scholars in grades PreK-12.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the Achieve3000 Investment Proposal.

BOARD ACTION REQUIRED:

Motion to approve the Achieve3000 Investment Proposal.

POLICY AUTHORIZATION:

CH (Legal)

CH (Local)

CONTACT PERSON:

Dr. Charlotte Ford, Assistant Superintendent of Curriculum, Instruction, and
Accountability

Cherron Ukpaka, Professional Development Director

FUNDING SOURCE:

199 Funds

Title II – Professional Development

ENCLOSURES:

Achieve3000 Investment Proposal

PREPARED FOR:



Cedar Hill Independent School District

Date: 05/08/2020

Achieve3000

**PARTNERSHIP OVERVIEW
& INVESTMENT PROPOSAL**

Overview

Cedar Hill ISD is focused on providing innovative opportunities and academic challenges preparing all students for the global marketplace.¹

At Achieve3000, we share in your commitment to innovation and academic excellence. We will work with you to help your students achieve the critical literacy knowledge and skills necessary for college and career success.

Together, we will work to meet the student growth goals you envision by:

- **Addressing K-12 Literacy Needs.** Achieve3000 supports students' literacy needs from foundational skills through comprehension. In addition, we provide a wealth of non-fiction science and social studies content which helps students develop key literacy skills while building content-area knowledge and vocabulary simultaneously.
- **Supporting Data-Driven Instruction.** Our powerful reporting suite and Data Center provide teachers, administrators, and students the ability to monitor student progress in real time, resulting in targeted, results-based academic decisions. Further, our integration with NWEA MAP enables teachers to assign lessons to address skills strengths and weaknesses directly tied to MAP assessment results.
- **Customizing Professional Development Services.** Our curriculum and implementation experts work with you to tailor professional learning experiences for the goals of your site and participants in order to help teachers and administrators accelerate literacy learning to the next level for all populations of students.

Achieve3000 looks forward to being your partner in education. We are invested in your district's success and we understand now, more than ever, collaboration and continuity are essential in supporting the needs of your students and teachers.

Achieve3000 Learning Solutions



Guaranteed
Learning Acceleration

Achieve3000 Literacy is proven to accelerate literacy growth across all populations of students, and ensures every student, especially the most vulnerable, continue to learn and accelerate. It is rated “strong” by Evidence for ESSA with the largest effect sizes in the nation.

In fact, we are so committed to providing accelerated literacy growth, we have introduced our **new Achieve3000 Acceleration Guarantee**, which promises 2X expected reading gains in a single school year, or the following year is on us! Visit www.Achieve3000.com for terms and conditions.

¹ Cedar Hill ISD Innovation Plan <https://www.chisd.net/Page/9668>.

2020-2023 Scope of Work

- Achieve Literacy Licenses for all students in grades 2-12 at 12 sites
- LevelSet – up to 3 administrations per year (BOY-MOY-EOY)
- NWEA MAP Informed Learning Path Integration
- Content library with over 15,000 articles, each differentiated with 12 Lexile levels in English and 8 Lexile levels in Spanish
- Achieve Literacy with Boost scaffolds to support instruction for all learners
- Lexile adjustments through embedded assessments and proprietary acceleration engine
- Serialized fiction content for elementary and middle school
- Weekly content refreshes
- Class, school, and district customization tools
- Teacher Edition with point-of-use recommendations, instructional supports and data suite including forecasting and goal setting
- Leadership Edition including key performance indicators
- Home Edition for any guardian to monitor student progress and build family literacy, with supporting resources in 20 languages
- Career Center
- Offline access through downloadable Apps



Smarty Ants engages young learners in grades PreK-2 with fun, multisensory, and adaptive foundational literacy instruction. Available in English and Spanish, Smarty Ants puts young learners on the path to becoming successful independent readers who have a love of learning.

Proven
Foundational Literacy

2020-2023 Scope of Work

- Unlimited Licenses for 7 Sites
- Initial assessment with progress monitoring to adapt to the individual needs of students
- Accelerated learning as the program logs and analyzes student choices, activities, and accomplishments to deliver a personalized learning path
- Motivation for students including tracking of accomplishments and awards
- Scaffolds to support instruction for all learners
- Access to Smarty Ants Español
- Comprehensive Teacher Dashboard with targeted resources for small-group or whole-class instruction as well as user-friendly progress reports
- Family Dashboard with for families to engage in their children's learning
- Administrator dashboard
- Offline access through downloadable Apps



Dynamic Professional Services

Achieve3000 Professional Services include strategies for both onsite and remote learning in a variety of modes and environments. Our curriculum and implementation experts will work with you to assess your professional learning needs and craft experiences specific to your goals.

2020-2021 Scope of Work

- Planning Meeting to set implementation goals and outcomes, map out and schedule professional development days
- 24 Onsite Professional Development days
- Online Teacher Resource Center
- Job-Embedded/Virtual Coaching and Instructional Modeling Support
- Data Team Reviews
- Thought Leadership Webinars
- Customer Advocacy Support Team
- Technical and Rostering Support

Investment Summary

We look forward to meeting CHISD's learning goals at the following sites:

Bray Elementary, Collegiate Prep Elementary, High Pointe Elementary, Highlands Elementary, Lake Ridge Elementary, Plummer Elementary, Waterford Oaks Elementary, Coleman Middle School, Permenter Middle School, Cedar Hill High School, Collegiate Academy, Cedar Hill Collegiate High School

Achieve Literacy Student Licenses Pro/Smarty Ants (August 2020-June 2023)	\$537,210.00
Discount	(\$83,250.00)
Cost for 3 years Student Licenses	\$453,960.00
Achieve Literacy Professional Services (August 2020-June 2021)	\$64,680.00
Cost for 1 year Professional Services	\$64,680.00
Total	\$518,640.00
Payment Summary	
<i>Payment Due August 2020- Student Licenses and Professional Services</i>	<i>\$216,000.00</i>
<i>Payment Due August 2021- Student Licenses</i>	<i>\$151,320.00</i>
<i>Payment Due August 2022- Student Licenses</i>	<i>\$151,320.00</i>

This proposal is valid until July 31, 2020.

Please see below for acceptance of your Investment Proposal.

Acceptance

Please send your completed, signed proposal and purchase order(s) to:

ACHIEVE3000, Inc.
331 Newman Springs Road, Suite 304
Red Bank, NJ 07701
Fax: 316-221-0718; Email: orders@achieve3000.com

Multi-year

<i>Account Name</i>	
<i>Customer Signature</i>	<i>Achieve3000 Signature</i>
<i>Name and Title</i>	<i>Name and Title</i>
<i>Date</i>	<i>Date</i>

This proposal is governed by and subject to the Achieve3000 terms and conditions at <https://www.achieve3000.com/about/terms-of-service/>. By signing this proposal, you are agreeing to such terms and conditions.

Contact Information:

Mitzi Brenner
Senior Regional Director
Phone: 512-680-4377
Email: mitzi.brenner@achieve3000.com

Mason Davis
VP of Program Impact
Email: mason.davis@achieve3000.com

Kenneth Brown
Senior RVP South Region
Phone: 850-251-1775
Email: kenneth.brown@achieve3000.com

Tiffany Glasper, M.Ed.,
Account Manager
Phone: 281-743-8601
Email: tiffany.glasper@achieve3000.com

Board Agenda Item – Language

Consider/Approve participation in the Texas Schools Health Benefits Program for alternate group health medical coverage.

Resolution Joining TSHBP

DATE _____

On this date, we, the Board of Trustees of the _____ Independent School District, hereby approve joining the Texas Schools Health Benefits Program, to obtain alternative medical benefits for employees of _____ Independent School District. A motion was made and the that trustees approved _____ Independent School District joining the TSHBP. Motion carried.

Signed: _____
Board President

Signed: _____
Board Secretary

Texas Schools Health Benefits Program Interlocal Agreement

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Texas Schools Health Benefits Program Interlocal Agreement (the "Agreement") is entered into by and between the Texas Schools Health Benefits Program ("Program") and the undersigned Local Government ("you" or "your"). The program is an administrative agency of Local Governments, as defined in Chapter 791 of the Texas Government Code, ("Members") that cooperate in discharging administrative and governmental functions primarily related to employee benefits.

WITNESSETH:

WHEREAS, the participating local governments are authorized by the Act to enter into cooperative agreements among themselves for the purpose of acting cooperatively through an administrative agent to fulfill and accomplish governmental functions and services, including without limitation, self-funding of employee benefit coverages; and

WHEREAS, each of the participating local governments is authorized by the Texas Political Subdivision Employees Uniform Group Benefits Act, Chapter 172 of the Texas Local Government Code (hereinafter the "Act"), Texas Revised Civil Statutes Annotated Article 715c (Vernon 1993), and Section 22.005 of the Texas Education Code, to provide a self-funded health plan to Member's employees and their dependents ("Benefits Plan"); and

WHEREAS, the Members desire to establish, by and through their cooperative agreement, the Texas Schools Health Benefits Program, to be governed by a Board of Directors (Board);

NOW, THEREFORE, the terms and conditions, and the rights and duties, agreed upon by and between the Members are as follows:

1. **Purpose.** The Members agree that it is a public purpose for public employers to provide benefits to their employees in order to attract and retain a competent workforce.
2. **Term.** The duration of the Interlocal Agreement shall continue in existence and renew annually as long as two or more Participants remain in the Program.
3. **Termination.** This Agreement may be terminated by either party on any successive renewal date by giving written notice no later than one hundred twenty (120) days before the renewal date or as provided by the Program Bylaws.
4. **Program Governance.**
 - (a) **Program Bylaws.** You agree to adopt and abide by the Bylaws of the Program (the "Bylaws"), and any and all reasonable policies and procedures established by the Program, as may be amended during the term of this Agreement. By agreeing to adopt and abide by the Bylaws, You agree to become a Member of the Program. The Bylaws are incorporated into this Agreement by reference and are available from the Program upon request. The Program and Bylaws are subject to the Texas Interlocal Cooperation

Act, Section 271.101, *et seq.*, of the Texas Local Government Code, and any other statute or law that may be applicable to this Agreement. The Bylaws shall be construed in harmony with this Agreement and, in the event of any inconsistency, the provisions of this Agreement shall control.

(b) **Administration.** The Program may enter into contracts with other persons or entities, including nonprofit entities, for the administration, sponsorship or endorsement of services and programs offered by and through the Program.

5. **Program Responsibilities.** This Agreement enables You to participate in any or all of the programs and services the Program makes available to its Members from time to time.

(a) The Program, through its designated administrator and other service providers, will make employee benefits available to the Members of the Program. Benefits are intended for employees of Members, including employees' dependents. Administrative services related to such benefits may also be offered. The Program will use the collective bargaining power of its Members to obtain these benefits and services from qualified agents, brokers, consultants, carriers, third-party administrators, and other service providers.

(b) The Program will secure, catastrophic or excess loss coverage to cover the Program from loss exposure. The Member is bound by the terms and conditions of the coverage agreement. The Member shall be responsible for notifying the employees of any changes in coverage.

(c) The Program shall provide periodic management reports and information to the Member.

(d) The Program shall provide for an annual audit of its financial statements by a certified public accounting firm.

(e) The Program shall furnish Members with a Master Plan Document, detailing the services offered to the Members of the Program.

6. **Member Responsibilities.**

(a) You shall provide all necessary information to the Program or Servicing Contractor as may be needed or required for the administration of the Program.

(b) You authorize the Program to review any of your transactional records with the Program or its service providers.

(c) You acknowledge and agree that this Agreement does not by itself extend employee benefits or services to You. This Agreement only provides You access to the Program's designated service providers for the various benefits and services made available through the Program.

(d) You shall appoint a representative with the authority to serve as the coordinator for the programs and services in which You participate. The representative shall have the

authority to represent and bind on Your behalf, and the Program is not required to contact any other individual. You reserve the right to change Your representative as desired by giving written notice to the Program.

(e) You acknowledge that any servicing contractor whom you choose to contract with under this Agreement shall provide all of the services as provided in the service contract entered into by and between the servicing contractor and the Program on behalf of the Member.

7. **Authorization to Participate.** You represent that your governing body has duly authorized your entity's participation in the Program and that you will comply with state and local laws and policies pertaining to the procurement of employee benefits and related services through your membership in the Program.

8. **Fiscal Responsibility.**

(a) Contributions Fees. The Member shall pay contributions to the Program based on rates approved by the Program. All contributions are payable monthly by the tenth (10th) of the month for that month.

(b) Services Purchased. A payment obligation will arise under the terms of a separate contractual agreement or transaction for products or services under this Agreement.

(c) You hereby acknowledge and represent that all payments, fees, and disbursement required for products or services obtained through this Agreement shall be made from Your available current revenues.

9. **Representation.** The Program may initiate, defend against, or participate in any judicial, administrative, or other legal proceeding, including arbitration, mediation, or other forms of alternative dispute resolution, concerning the Program as an entity. Nothing in this Agreement creates a legal duty of the Program to provide a defense or prosecute a claim; rather, the Program may exercise this right in its sole discretion and to the extent permitted or authorized by law. Furthermore, nothing herein shall limit Your right to preclude You from pursuing, either independently or in conjunction with the Program, a claim against any service provider or employee benefits or related services.

10. **Disclaimer.** To the fullest extent authorized by law, it is agreed that the Program (i) is not a guarantor of a third-party service provider's performance, claims, determinations, or solvency; (ii) bears no risk for the employee benefits obtained through this Agreement; and (iii) is not liable for any actions or failures on the part of any insurance carrier, agent, broker, or other insurance providers.

11. **Liability.** The parties agree as follows:

(a) Neither party waives any immunity from liability afforded under the law.

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstances for

special, incidental, consequential, or exemplary damages.

(c) In the event of a lawsuit or formal adjudication, the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

12. **Notice.** Unless otherwise provided in this Agreement, any notice required or provided under this Agreement by either party to the other will be in writing and sent by: (i) first-class mail, postage prepaid; (ii) overnight courier service; or (iii) email, fax, or other electronic delivery.

(a) Notice to the Program shall be addressed as follows:

By Mail: Texas Schools Health Benefits Program
Attn: Chairman of the Board
2175 N Glenville Dr.
Richardson, TX 75082

(b) Notice to You shall be addressed to the address on file with Program.

13. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas unless otherwise mandated by law. This provision does not govern or control the governing law or venue requirements applicable to your contractual arrangement with any provider of products or services obtained through the Program.

14. **Entire Agreement.** This Interlocal Agreement represents the complete understanding of the Program and the Participant. The terms of this Agreement shall control and take precedence over all prior agreements. However, the terms of a prior agreement between You and the Program will govern Your participation in any existing contract for employee benefits.

15. **Amendment.** This Agreement may not be amended or altered without the written consent of both parties.

16. **Severability.** If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and conditions of this Agreement shall nevertheless remain in full force and effect.

17. **Counterparts.** The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The delivery of an executed counterpart signature page by facsimile or PDF is as effective as delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective as of the date of the last signature to this Agreement.

*This space left intentionally blank.
Signature page to follow.*

IN WITNESS WHEREOF, the undersigned shall become Members to the Interlocal Agreement.

By: _____

Its Duly Authorized: _____

Date: _____

Texas Schools Health Benefits Program

By: _____

Chairman

Texas Schools Health Benefits Program

Date: _____

2 Year Rate Guarantee

9/1/2020 – 9/1/2022

Interlocal Addendum



1. TSHBP and _____ ISD (Member) agree that Member will be a TSHBP Member for the 2020-2021 through the 2021-2022 Participation Period. The TSHBP agrees to provide the Member with the same rates by tier and plan for the 2020-21 and the 2021-2022 participation period. The Member agrees that District’s contribution remains comparable for the participation periods.

2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.

3. If Member terminates this Addendum before 8/31/2022, a short-term cancellation penalty of five percent (5%) of Annualized Contributions for the 2020-2021 Participation Period will be due from Member and payable to TSHBP within 30 days after notice of termination is received.

4. Member Opt-Out Clause: If future reinsurance terms cause an unanticipated change in TSHBP’s funding model that results in Member rates increasing overall by more than 5%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

The undersigned agrees to this Addendum.

Authorized Signature
_____ ISD

TSHBP Board Member - Signature

Printed Name

Printed Name

Date

Date

Non-Appropriations Clause: This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.

**Region 10
Financial Benefit Services Member Districts**

HIGH DEDUCTIBLE HEALTH PLAN (HDHP)

EMPLOYEE ONLY - \$350.00

EMPLOYEE + CHILDREN - \$665.00

EMPLOYEE + SPOUSE - \$988.00

EMPLOYEE + FAMILY - \$1,299.00

COPAY PLAN (CPP)

EMPLOYEE ONLY - \$389.00

EMPLOYEE + CHILDREN - \$754.00

EMPLOYEE + SPOUSE - \$1,099.00

EMPLOYEE + FAMILY - \$1,485.00

The TSHBP is a regional rated, fully-funded, guaranteed cost program for Texas school districts. The purpose of the plan is to support the school children of Texas. We do this by providing health benefit solutions to our dedicated teachers, administrators, and support staff so they can concentrate on what they do best – teaching and supporting our kids. We desire to increase member health and well-being and provide tools necessary to identify and manage the health of every member.

The TSHBP utilizes an AM Best “A” Excellent rated carrier with a financial size of XIV (\$1.5 billion to \$2.0 billion) for financial protection against unexpected claim losses. The carrier serves clients throughout North America from its headquarters in New York City. The financial protection eliminates all financial risk to the Program and its member districts.



Cedar Hill ISD - Student Outcome Goals

Student Outcome Goals: Student outcomes that describe what students know or be able to do -- as distinct from adult inputs, adult outputs, student inputs, and student outputs. Student Outcome Goals include a baseline, target, population, and deadline. They challenge the organization and require adult behavior change. A Board's student outcome goals are the Superintendent's first priority for resource allocation.

SOG 1

Increase the percentage of scholars graduating CCMR.

SOG 2

Increase the percentage of 3rd grade (all students) scholars reading at/or above grade level.

SOG 3

Increase the percentage of Algebra 1 scholars scoring Meets or above will increase.

SOG 4

Increase the percentage of scholars participating in extra-curricular or co-curricular activities.