

\$5,000 and Above

Name of Contract: Vendor Agreement with Collaborative for Academic, Social	, and Emotional Learning (Y2)		
Party to contract: Collaborative for Academic, Social, and Emotional Learning	(CASEL)		
Street: 815 West Van Buren, Suite 210			
City, State, Zip: Chicago, IL 60607-3567	Phone: (312) 226-3770		
Contract Type: □ Goods □ Services ■ Goods/Services	□ Educational Consultant		
☐ Educational Test Services ☐ Special Education Provider	□ Other		
Description of Goods or Services: Provide support, training, and guidance for implementation	entation of social emotional learning.		
Contract Initiator: Name: Ramon Lozano			
Title: Executive Director			
Department: Student & Family Empowerment Phone or Exte	nsion: (915) 230-2221		
Is criminal history of Vendor necessary? If yes, when completed: N/A Contract Amount (within 12 months): \$ 250,000.00 If prior purchases with this same Vendor or for same goods and services, list the 12 month period: \$30,000 on 02/01/16 (PO # 1613310); \$250,000.00 on 08/			
Financial Implication for District: \$ 250,000.00 (Terms July 1, 2017 to June 30, 2018)Pending Board approval of FY2018 Budget External Funding to be used: Pres No If yes, External Funding Approval required below. Budgeted Expense: Yes X No Is Board Approval Necessary (See CH (Local) 1-7): Yes X No If contract is over \$10,000, but under \$50,000, was the 3 quote requirement used? Yes No X If no, was Waiver received: Yes No X No X If contract is over \$50,000 was the proper formal procurement procedure used? Yes No No X If so, list method and dates: Per Region XIX Collaborative RFP # 15-7176 dated February 10, 2016.			
Budget Authority Approval: Name/Title: Ramon Lozano, Executive Director, Student & Family Empowerment Accounts	E. Rudico 5/18/1		
Signature: Signature:	nt Code: 185.21.6291.807.24.000.807 Date: 5 7 17		
External Funding Approval: Name/Title: Esther Jacobo, Executive Director Date: 5-22-7			
The below certifies that the proper procurement methods have been used in a policies: Name/Title: Ron Gatlin, Executive Director, Procurement Services	ccordance with state law and EPISD		
Purchasing Approval Signature: Date: 5/25/17			
Submitted to Office of General Counsel:	Date Received:		
Reviewed by: 4/20/17 Apmedia Initials:			
Comments: To for M. Marie 1			

Procedure for Contract Approval Form

1. Attach completed appropriate standard EPISD form contract. 2. Submit to Budget Authority for approval.

3. Submit to External Funding for approval if required. 4. Submit to Purchasing for certification. 5. Submit to Legal for review.

VENDOR AGREEMENT (Goods and Services)

THIS VENDOR AGREEMENT ("this Agreement") is made as of the date written below between Collaborative for Academic, Social, and Emotional Learning (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("EPISD"). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

- through June 30.

 , 2018, (with 0 year(s) annual renewal(s)) unless earlier terminated as follows: (a) by either party in the event of material breach of this Agreement by the other party which continues more than thirty days after written notice of default from the non-breaching party to the breaching party; or (b) by EPISD at its option: (i) if Vendor becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) at the expiration of each EPISD budget period occurring during the term of this Agreement; or (iv) with or without cause upon thirty days prior written notice from EPISD to Vendor. In the event of early termination of the Agreement for any reason, the total compensation which may be claimed by Vendor under this Agreement shall be limited [subject to other limitations in this Agreement or applicable law] to the payment for the conforming Goods and Services timely provided by the date of termination.
- Goods and Services. Vendor agrees to provide goods and services to EPISD, F.O.B. EPISD's designated location, as set forth on Exhibit "A", attached hereto and incorporated herein, in such manner as set forth therein and otherwise if and as requested by EPISD (collectively, the "Goods and Services"). Except as otherwise described on Exhibit "A", the Goods and Services will be that requested by EPISD through purchase orders to Vendor for particular projects (the "Purchase Orders"). Vendor shall devote its good faith, best efforts in provision of the Goods and Services. Vendor represents. covenants, and warrants that it has and will retain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Goods and Services, that it will provide copies of its licenses and certifications to EPISD upon request, that it has and will comply with the vendor ethics policies of EPISD, that it will provide the Goods and Services with reasonable care and skill and in a good and workmanlike manner, in compliance with all written and oral rules, procedures, standards, and specifications of EPISD, and in compliance with all applicable laws, and that the Goods and Services will be merchantable, free and clear of liens and claims, fit for their intended purpose, conforming to the requested specifications, and otherwise at least minimally consistent with industry standards. EPISD reserves the right to use its own staff or third parties to provide goods and services similar to the Goods and Services. EPISD does not guarantee or promise that it will request by Purchase Orders or otherwise the provision of any or any particular level of Goods and Services from Vendor. No review, consent, or approval by EPISD of any documents prepared by Vendor shall constitute a representation or warranty by EPISD of the legality, suitability, or quality of the same or content thereof. Vendor further agrees that, if it receives information or records concerning any student. it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA. Vendor shall furthermore comply at its sole expense with the requirements of Section 22,0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, EPISD Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if

1

authorized) with a disqualifying criminal history performs services under the award at or for EPISD; and shall timely provide written certifications thereunder in such form and substance as requested by EPISD.

- 3. Payment. Vendor shall invoice the EPISD for the respective portions of the Goods and Services at rates set forth on Exhibit "B", attached hereto and incorporated herein. Such invoices shall be on a monthly basis, in arrears, except as otherwise provided in Exhibit "B". The aggregate compensation from EPISD to Vendor for the Goods and Services shall not exceed the maximum figure stated in Exhibit "B". EPISD is EXEMPT from all taxes. Vendor shall not be entitled to receive payments or amounts under the Agreement in excess of the amounts appropriated for the then-current budget period of EPISD. The maximum interest rate on any past due payments by EPISD to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. EPISD may withhold all or part of the compensation as retainage, to the extent required by applicable law, as provided herein, or pending proper completion of the Goods and Services represented thereby.
- Confidential/Proprietary Information. Vendor understands that, during the term of this Agreement, Vendor will have access to certain proprietary information belonging to EPISD and information designated as confidential by EPISD or not generally known by non-EPISD personnel (collectively, the "Confidential Information"). During the term of this Agreement and at all times thereafter, Vendor shall not, without the prior written consent of EPISD, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than EPISD; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Agreement by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Agreement and at all times thereafter, without the prior written consent of EPISD. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of EPISD relating to the Goods and Services provided to Vendor during the term of this Agreement, as well as all copies thereof (collectively the "Materials"), shall be and remain the sole and exclusive property of EPISD. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Agreement by Vendor. Upon termination of this Agreement, or upon request by EPISD, Vendor shall promptly return the Materials to EPISD. The Materials are included within the definition of Confidential Information. To the extent any original writing, sound recording, pictorial or graphical representation, photograph, picture, computer program, supporting data, or work of any similar nature, or any discovery or invention, is created, prepared, generated, presented, or distributed in whole or part in connection with the provision of the Goods and Services by Vendor or any of its employees, authorized subcontractors [if any], or agents (collectively, the "Work"), then EPISD shall have an irrevocable, non-exclusive license to use, cony, modify, and distribute the Work within the EPISD organization.
- 5. Remedies. In the event of breach of this Agreement by Vendor, EPISD shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by EPISD in connection with such breach; (e) the right to terminate this Agreement as provided herein; and (f) any of its rights and remedies in law or equity. Vendor agrees to indemnify, defend, and hold-harmless EPISD and its trustees, officers, employees, successors, and assigns, from and against, and further releases and waives against such indemnified persons and entities, any and all claims, causes of action, liability, expenses, attorneys fees, expenses, costs, injuries, damages, harm, or other loss, regardless of any negligent conduct of any such indemnified persons, to the proportional extent arising from any breach

of the Agreement by Vendor, from the provision of the Goods and Services, or from any acts or omissions of Vendor or its agents, representatives, subcontractors, suppliers, officers, employees, owners, successors, or assigns. EPISD reserves, and does not waive, its rights of sovereign immunity and similar rights, immunities and rights of its officials and employees, and its and its employees/officials' rights under the Texas Tort Claims Act.

- 6. Relationship. This Agreement does not constitute a joint venture or partnership of any kind between the parties hereto. In addition, the parties expressly understand and agree that the Goods and Services are and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Agreement in any way creates an express or implied contract of employment between EPISD and Vendor. Vendor is not and shall not be an employee of EPISD for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Goods and Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing Goods and Services for hire similar to the Goods and Services to the general public, that it has full authority and capacity to enter into this Agreement and perform the Goods and Services, and that execution or performance of this Agreement by Vendor shall not violate any other agreement or covenant or any law.
- Miscellaneous. Without the prior written consent of the other party, no party shall have right or power to assign this Agreement in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS. This Agreement, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and their respective successors and permitted assigns. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa. In the event that either party brings an action to enforce or interpret any provision of this Agreement, the prevailing party, will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements, in addition to any other relief to which it shall be entitled to receive. No consent or waiver, express or implied, by a party to or for any breach of any provision hereunder by the other party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder. Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable. Time is of the essence with respect to Vendor's obligations hereunder. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Goods and Services under this Agreement involve the exchange or creation of public information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat. All notices to a party under this Agreement shall be provided by certified mail, return receipt requested, to the address set forth for the respective party beneath its signature page, or such other address as later provided by a party through written notice to the other party.

THIS AGREEMENT IS THE FINAL, COMPLETE, AND ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL

PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES. Changes to this Agreement may only be made by mutual written agreement of the parties, which must contain the authorized signature of EPISD's Superintendent or the President of EPISD's Board of Managers/Frustees.

EXECUTED as of the day of

Collab for Acad , Social, and Emotional Lrng

By Karen Niemi

Title: President & CEO

Address CASEL

815 West Van Buren Street, Suite 210

Chicago, IL 60607

EL PASO INDEPTABENT SCHOOL

DISTRICT

By: Name: Juan Cabrera Title: Superintendent

Attn: General Counsel

65.M Boeing

El Paso, Texas 79925

Approved to Form:

Jeanne C. Collins EPISD General Counsel

EXHIBIT "A"

Date	Date(s)/Period of Provision of Goods and Services: July 1, 2017 to June 30, 2018.		
,			
Desc	ription of Goods and Services: CASEL to work with EPISD leardership and staff, as mutually		
	agreed, provide support, training, technical assistance, and guidance as requested by EPISD in		
	the continued development and execution of a plan for the systemic implementation of social an		
	emotional learning (SEL) to include support in the areas of Grants and Funding, Hiring, Initial an		
	and Outgoing Continuous Improvement Process, Ongoing Implementation and Evaluation,		
	Profesional Development, Direct District Consultation and Technical Assistance, School Level,		
	and Participation in CASEL Events and Activities for CDI Districts. This will include assistance		
	with the Intital 7 Lead Sites (Cohort 1) currently implementing SEL and the 19 new campuses		
	(Cohort 2) that would be implementing SEL for the 2017-2018 school year.		
	[Please see CASEL Attachement A (Scope of Services)]		
	See Also Attachement B.		

The Goods and Services are furthermore described on the following page(s), if any, attached hereto and incorporated herein.

EXHIBIT "B"

Compensation [mark/complete one or more as applicable]:

	\$ <u>250,000.00</u>			
	\$ per			
	S per hour, with maximum cap of \$			
	\$ plus \$ per, with maximum cap of \$			
	reasonable and necessary expenses, with a maximum cap of \$, for the following:			
<u> </u>	Other [please explain]:			
Terms of Payr	ment [mark/complete one or more as applicable]:			
	\$			
	\$			
<u> </u>	\$, 20			
	\$ within days after EPISD's receipt of invoice			
□	\$ within days after EPISD's receipt of invoices and receipts for expenses			
E	Other [please explain]: \$125,000.00 due within 30 days of signing agreement and \$125,000.00 due on or before January 1, 2018.			



SCOPE OF SERVICES

This Scope of Services is agreed pursuant to and hereby made a part of the Independent Memorandum of Understanding/Consulting Agreement (the "Agreement"), by and between the Collaborative for Academic, Social, and Emotional Learning, an Illinois 501(c)(3) corporation ("CASEL"), and El Paso Independent School District (EPISD).

CASEL will work with EPISD leadership and staff, as mutually agreed, to provide support, training, and guidance in developing and executing a plan for systemic implementation of social and emotional learning (SEL) which may include the following:

- Grants and Funding support. This includes consulting on fundraising strategies, providing
 content suggestions and reviewing and providing feedback on proposal and report drafts. CASEL
 representatives may meet with EPISD leadership and potential funders to discuss the district's
 systemic SEL initiative, goals, and progress. CASEL may also provide high level support for
 keynote addresses and meetings to raise awareness and enthusiasm for supporting the district's
 SEL effort.
- Hiring support. This includes guidance for hiring key central office SEL positions including sharing relevant resources (e.g., job descriptions, evaluations, interview questions, etc.), reviewing candidate resumes and profiles, participating in the interview process, and making final recommendations for final candidates.
- Initial and Ongoing Support for Continuous Improvement Process CASEL will work with the district to define their priorities and to understand how current and potential sources of data can be used to assess progress with respect to these priorities. As needed, CASEL will provide guidance to the district on how to use data to continuously improve their SEL implementation, as outlined in CASEL's Theories of Action, and to evaluate impacts on high priority outcomes for the district. The district will provide CASEL with any publicly available reports or presentations concerning implementation success, which CASEL will leverage to create annual summaries for use by consultants and the district to strengthen their implementation of SEL as outlined in the district level ToA.
- Ongoing Implementation and Evaluation Support
 CASEL will provide access to CASEL-developed assessment protocols, as well as tools and resources (e.g., action-oriented SEL data reporting and associated trainings and companion materials). When needed, CASEL may also provide additional consultation and professional learning sessions on various topics related to research and evaluation, such as SEL data collection instruments and protocols, data analysis, and best practices for reporting and using SEL data to inform practice.
- Professional development to key district office staff and school-based personnel. CASEL will
 provide and support development of professional learning sessions which may include on-going
 development of the PLC content for school cohorts and central office staff, Adult SEL workshops,
 Integrating PBIS with Systemic SEL, Guidance for Schoolwide SEL, Morning Meetings,
 Mindfulness, Restorative Practices and/or others based on agreed upon needs of the district.
- Direct district consultation and technical assistance to support the advancement of EPISD's SEL

implementation plan in the following areas

- O Deepen SEL vision and long-term plan for sustainability.
- O Support for EPISD to expand the cohort of schools engaging in schoolwide SEL
- o Align resources to support SEL.
- Develop SEL learning standards.
- Develop and participate in a process for selection and adoption of evidence-based SEL programs.
- O Integrate SEL with existing initiatives.
- School-level support will be included for mutually agreed upon, designated SEL schools: CASEL's Guide to Schoolwide SEL ("the Guide") and coordinated support of central office staff and principals in implementing the activities in the Guide within Cohort I and II clusters.
 - CASEL's Guide to Schoolwide SEL is an online resource designed to support school leaders to use a process and tools for achieving high-quality, sustainable, evidencebased social and emotional learning for adults and students at all grade levels.
 - O The Guide includes an annual staff survey and integrated data reporting that allows school leaders to assess their implementation and make plans for prioritizing school activities and efforts to further their SEL implementation.
 - o In person and/or virtual training on The Guide will be available to identified schools for educational leaders and their teams to receive an overview of each section, hear from educators' experiences, and learn about specific tools to support their SEL implementation.
- Participation in CASEL events and activities for CDI districts. (Participation and meals for attendees are included, EPISD provides transportation and lodging for participants)
 - Regular webinars with SEL leads occur monthly on topics identified by districts as areas of interest
 - O Annual cross district convening (6-8 EPISD participants; 2-3 nights)
 - o Biannual professional development collaborations (2-3 EPISD participants; 2 nights)
 - O Biannual Superintendent's Roundtable meetings (1 EPISD participant; 1 night)
 - O Coordinated and facilitated visits to other CDI districts with action plans (4-20 EPISD participants; 1-2 nights)
 - Blannual Equity Work Group (2 EPISD participants; 2 nights)
- Participation in CASEL events and activities for CDI districts. Participation and meals for attendees are included. CASEL will reimburse up to \$30,000 to support travel costs, EPISD will be responsible for travel expenses exceeding \$30,000.
 - O Annual cross district convening (6-8 EPISD participants; 2-3 nights)
 - Biannual professional development collaborations (2-3 EPISD participants; 2 nights)
 - Biannual Equity Work Group (2 EPISD participants; 2 nights)
 - Biannual Superintendent's Roundtable meetings (1 EPISD participant; 1 night)
 - O Coordinated and facilitated visits to other CDI districts with action plans (4-20 EPISD participants; 1-2 nights)

Expenses:

CASEL will reimburse Consultant for routine travel (parking or mileage) in connection with providing the Services pursuant to this Agreement. CASEL will not reimburse Consultant for any payments made by Consultant in obtaining the services of other persons to assist Consultant in providing the Services unless such payments have been previously approved by CASEL in writing and the persons assisting Consultant agree in writing to be bound to Paragraphs 1, 2, 3 and 6 of the original <u>Attachment B.</u> Any other reimbursable expenses to be incurred by Consultant in connection with providing services pursuant to this Agreement are to be agreed upon in advance by CASEL. Following are the guidelines and instructions for CASEL's Expense Reimbursement Form. CASEL can provide you with an updated form if needed.

1) General Instructions:

Form must be completed electronically as it automatically computes totals. Original and itemized receipts are required and must be taped on one side of a blank sheet of paper. Please do not overlap receipts for ease of copying. The form must be signed and dated. The business purpose must be specific (i.e., "Travel to school district to provide technical support") and forms must be received within two weeks of the travel completion date.

2) Ground Transportation

a. Use of personal automobile

- Always include a complete itinerary listing for each trip and state the business purpose.
 For any business trip of 100 or more total miles in one day, you must also attach a print-out from maquest (or equivalent) to demonstrate that the mileage claimed is reasonable. Therefore, total mileage for one day less than 100 miles does not require a print-out.
- Cost of gasoline, repairs, or insurance are not reimbursable for use of personal autos

b. Use of rental automobile - Requires prior approval

- Reimbursement is allowable on the cost of the rental car and fuel purchased at a gas station. CASEL will NOT reimburse for fuel purchased through a car rental company
- When working with a CASEL team, please car pool when possible
- Reimbursement for mileage is not allowable for rental cars

c. Use of Taxi's/Limos

Travelers are expected to use the least expensive form of ground transportation.

d. Details to include on the face of the receipts

- If other CASEL consultants or employees were passengers with you, include their names on the receipt
- Include location where you departed from and arrived at (e.g., "from school district building to airport")

3) Parking and Tolls

Original receipts are required for parking, but not for tolls.

4) Airfare and Fees - Travelers are responsible for making their own travel arrangements.

- CASEL will reimburse for the lowest cost coach ticket and one baggage fee
- Travelers must make their reservations early when possible, to obtain the lowest

- possible fare
- CASEL will not reimburse for early check-in, seat upgrades, travel agents or other fees of this nature
- 5) Lodging For allowable and reimbursable maximum amounts, please go to the following website: http://www.gsa.gov/portal/category/100120

Please note that these rates change month-to-month and vary by location, please check each time.

- Itemized hotel receipts are required for all hotel stays.
- Personal items (such as movie fees, health club charges, laundry) will not be reimbursed.
- Phone and Internet charges will not be reimbursed unless approved by appropriate Vice President
- 6) Meals and Incidentals For allowable and reimbursable maximum amounts, please go to the following website: http://www.gsa.gov/portal/category/100120
 - Meals will be reimbursed up to \$50 per day and up to \$75 for major cities
 - Alcohol costs will only be reimbursed if consumed during a meeting with external partners and MUST be separately billed. Please provide a short description for any miscellaneous items in the space provided

Unallowable:

- Meals that were provided to you as part of the event you attended.
- Meals (on travel days) that you can reasonably eat at home. (e.g., if on a day of travel you leave home after breakfast)
- 7) Material and Supplies
 - To accommodate an isolated need to purchase materials or supplies totaling less than \$50 while traveling, we have added a space to include one such item for reimbursement
 - Multiple or more costly purchases of materials and supplies must be itemized on a separate form which we will provide to you at the time you seek approval in accordance with #8 below
- 8) All other miscellaneous expenditures require prior approval.
- 9) Please submit completed reimbursement form and all original itemized receipts to the following address:

CASEL

Attn: Rebecca Liebman 815 West Van Buren Street, Suite 210 Chicago, IL 60607

CONTRACT / AGREEMENT APPROVAL TRANSMITTAL FORM

EL PASO INDEPENDENT SCHOOL DISTRICT EL PASO ISD PROCUREMENT SERVICES DEPARTMENT 4900 Woodrow Bean Dr. El Paso, TX 79924 (915) 230-3100 FOR PROCUREMENT SERVICES DEPT. USE O CONTRACT #: 17-05-0014 Received for review: 05/23/2017 Returned for corrections: Received & complete:				
Contract Name: Collaborative for Academic S	Social and Emotional Loarning (CASEL)			
Contract Name: Collaborative for Academic, S	Social and Emotional Learning (CASEL)			
✓ New Contract	tion Renewal / Extension			
Begin Date: July 1, 2017 End Date:	June 30, 2018			
Cost: \$ 250,000.00 🗹 One-time 🗌 Annu	ual Other:			
Returned to initiator for:				
Signature Requires 3 quote waive	er External Funding Approval			
Account Number Exceeds limit-Requires	s Bid Wrong Contract Form Used			
Approved by Procurement Services subject to the following requirements or changes:				
Requires Board Approval Programmed for 6/21/17 BOT mtg.				
Requires HB 1295 Form (Procurement Services will process) Other:				
MAY 2 5 2017				
	In-House Counsel's Office			

PLEASE RETURN A COPY OF THE SIGNED CONTRACT TO PROCUREMENT SERVICES UPON COMPLETION.



CONTRACT APPROVAL FORM \$5,000 and Above



Name of Contract: Vendor Agreement with Collaborative for Academic, Social, and Emotional Learning (Y3)			
Party to contract: Collaborative for Academic, Social, and Emotional Learning (CASEL)			
Street: 815 West Van Buren, Suite 210			
City, State, Zip: Chicago, IL 60607-3567 Phone: (312)226-3770			
Contract Type: a Goods Services Goods/Services Educational Consultant			
□ Educational Test Services □ Special Education Provider □ Other			
Description of Goods or Services: Provide support, training and guidance for implementation for social emotional learning			
Contract Initiator: Name: Ramon Lozano			
Title: Executive Director			
Department: Student & Family Empowerment Phone or Extension: (915) 230-3017			
Is criminal history of Vendor necessary? If yes, when completed: N/A Contract Amount (within 12 months): \$ 250,000 00			
If prior purchases with this same Vendor or for same goods and services, list the dates and amounts for an aggregate 12 month period: 125,000.00 on 08/18/2017; 125,000.00 on 02/16/2018 (PO# 1802043)			
per contract-pg.1 Start Date 9-1-2014 mm			
Financial Implication for District: \$ 250,000 (Terms July 1, 2018 to June 30, 2019)			
External Funding to be used: B Yes D No If yes, External Funding Approval required below. Budgeted Expense: Yes X No Is Board Approval Necessary (See CH (Local) 1-7): Yes X No			
If contract is over \$10,000, but under \$50,000, was the 3 quote requirement used? Yes No X If no, was			
Waiver received: Yes No X			
If contract is over \$50,000 was the proper formal procurement procedure used. Yes X No			
Budget Authority Approval: 2, Rauge 8/7/18			
Name/Title: Ramon Lozano, Executive Director, Student & Family Empowerment Account Code: 185.21 5299 807 24 900 807 DIP \$4.			
Signature: Date: 8318			
External Funding Approval. Martha aguire			
Name/Title: Mariha Aguirre, Executive Director & External Financial Management Date: 81418			
The below certifies that the proper procurement methods have been used in accordance with state law and EPISD			
policies: Name/Title: Ron Gatlin, Exective Director, Procurement Services			
-/ N-1			
Purchasing Approval Signature: Date:			
Submitted to Office of General Counsel: Date Received:			
Reviewed by: The form only Initials:			
Comments			

Procedure for Contract Approval Form

- 1. Attach completed appropriate standard EPISD form contract. 2. Submit to Budget Authority for approval.
- 3. Submit to External Funding for approval if required. 4. Submit to Purchasing for certification. 5. Submit to Legal for review.

VENDOR CONTRACT (Services Only)

THIS VENDOR CONTRACT FOR SERVICES ("Contract") is made as of the date written below between <u>Collaborative for Academics, Social, and Emotional Learning</u> (the "Vendor") and the EL PASO INDEPENDENT SCHOOL DISTRICT ("District"). For and in consideration of the mutual covenants herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereby agree as follows:

1. Term, Scope, Delivery and Standard of Care.

- 1.1 Term and Scope. The term of this Agreement shall be for a period from September 27, 2018 through September 26, 2019, [with 0 year(s) annual renewal(s)] unless earlier terminated in accordance with this Agreement. Annual renewals, if any, shall be at the sole discretion of the District.
- 1.2 <u>Non-Appropriation.</u> In the event that the Contract is awarded for a term greater than one year, it will be subject to approval at the commencement of each of the District's budget years. Vendor agrees that the District has the continuing right to terminate this Contract without notice at the end of a District budget period in which funds for this Contract are not appropriated. In such event the Contract may be terminated as soon as practicable after the event of non-appropriation or upon 30-days' prior written notice whichever provides the longest notice.
- 1.3 <u>Delivery</u>. Vendor agrees to provide Services listed and described in Exhibit "A," which is attached hereto and incorporated herein by reference for all purposes (collectively, the "Services"). Nothing contained in this Contract shall require District to pay for any unsatisfactory Services, as determined by District's representative, or for Services which do not comply with the terms of this Contract.
- 1.4 <u>Standard of Care.</u> Vendor represents, covenants, and warrants that it will devote its good faith, best efforts in provision of the Services and will provide the Services with reasonable care and skill and in a good and workmanlike manner. Services will be provided in a manner consistent with industry standards and will conform to the required specifications set out herein, and shall be delivered in compliance with all applicable laws, rules, and regulations, with District policies and procedures, and consistent with industry standards.

2. Cancellation/Termination.

- 2.1 This Contract may be terminated as follows: (a) by either party in the event of material breach of this Contract by the other party which continues more than thirty (30) days after written notice of default from the non-breaching party to the breaching party; or (b) by the District at its option: (i) if Vendor fails, as determined by the District's representative, to satisfactorily perform the duties set out in this Contract, comply with any covenant herein required or breach any warranty provided herein; becomes insolvent, files or has filed against it a petition in bankruptcy, proposes or accomplishes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors; (ii) if a receiver, trustee, custodian, or similar agent is appointed or takes possession of any property or business of Vendor; (iii) if, at the expiration of each District budget period occurring during the term of this Contract, funds for this Contract are not appropriated as provided in Section 1.2 above; or (iv) with or without cause upon thirty days prior written notice from the District to Vendor. In the event of early termination of the Contract for any reason, the total compensation which may be claimed by Vendor under this Contract shall be limited [subject to other limitations in this Contract or applicable law] to the payment for the Services timely provided by the date of termination.
- 2.2 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Contract, Vendor shall submit to District its claims, in detail, for the monies owed by District for Services satisfactorily performed under this Contract through the effective date of termination. Failure by Vendor to submit its claims within forty-five (45) calendar days shall negate any liability

on the part of District and constitute a waiver by Vendor of any and all right or claims to collect monies that Vendor may rightfully be otherwise entitled to for Services satisfactorily performed under this Contract. Regardless of how this Contract is terminated, Vendor shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Contract, Vendor shall cease all operations of Services being performed by Vendor, or any of its subcontractors, pursuant to this Contract. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Vendor, in connection with the Services rendered by Vendor under this Contract, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Vendor's sole cost and expense. Payment of compensation due or to become due to Vendor is conditioned upon delivery of all such documents.

- 3. Right to Assurance. Whenever the District in good faith has reason to question the Vendor's intent to perform, the District may demand that the Vendor give written assurance of its intent to perform. In the event that a demand is made and no assurance is given within five business (5) days, the District may treat this failure as an anticipatory repudiation of the Contract.
- 4. Remedies. In the event of default of this Contract by Vendor, the District shall have all of, and may exercise one or more of, the following rights and remedies: (a) the right to recover damages; (b) the right to seek injunctive relief; (c) the right to seek declaratory relief; (d) the right to off-set and/or retain from payments otherwise due to Vendor damages, fees, and costs sustained or incurred by the District in connection with such breach; (e) the right to terminate this Contract as provided herein; and (f) any of its rights and remedies in law or equity. In no event shall District's action of terminating this Contract, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Vendor for any default hereunder or other action.
- 5. Force Majeure. If by reason of Force Majeure (i.e. acts of God, strikes, lockouts, or other industrial disturbances, etc.), either Party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then such Party shall give notice and full particulars of Force Majeure in writing to the other Party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereafter provided, but for no longer period, and such Party shall endeavor to remove or overcome such inability with all reasonable dispatch.

6. Warranties.

- 6.1 Express Warranties. Vendor expressly represents, warrants and covenants, that:
 - (i) Vendor will devote its good faith, best efforts in performing the Services.
 - (ii) Vendor has and will maintain sufficient financial condition, working capital, experience, expertise, personnel, licenses, certifications, and authority to provide the Services, that it will provide copies of its licenses and certifications to the District upon request and will comply with the Vendor ethics policies of the District.
 - (iii) The Services to be provided will adequately address the Scope of Services set forth in this Contract and its exhibits, as well as the District's Request for Qualifications, Request for Proposal, Request for Competitive Sealed Proposal, or other solicitation by the District for the Services contracted for herein (the "solicitation document").
 - (iv) The Services shall be delivered in compliance with all applicable taws, rules, and regulations, with District policies and procedures, and consistent with industry standards.
- 6.2 <u>Implied Warranties</u>. No implied warranties for Services provided in connection with this Contract are waived modified or excluded by any provision of this Contract, or any terms and conditions

included in any document prepared by the Vendor, and any provision so intended, or interpreted shall be treated as void *ab initio*.

- 6.3 No Warranties by District. No review, consent, or approval by the District of any documents prepared by Vendor shall constitute a representation or warranty by the District of the legality, suitability, or quality of the same or content thereof.
- 6.4 <u>Reservation of Rights.</u> The District reserves the right to use its own staff or any other third-party to provide the same or similar services to the Services described herein.
- 7. Tax Exemption. The District is exempt from Federal Excise, State or City Sales Tax under State Law and such obligations are included in the price under this Contract. The District will furnish a tax exemption certificate, if required.
- Involcing and Payment. Compensation for Vendor is set forth on Exhibit "B", attached hereto and incorporated herein. Except as otherwise provided in Exhibit "B," Vendor shall invoice the District on or before the thirtieth (30th) day of each month, for the Services performed during the preceding month at rates set forth on Exhibit "B". If permitted as a separate charge in Exhibit "B", Reimbursable Expenses will be itemized separately, and documented by receipts for invoicing purposes. Invoices for Services shall not include Federal Excise, State or City Sales Tax for which an Independent School District is exempt under State Law. The District shall furnish a tax exemption certificate, if required. The aggregate compensation from the District to Vendor for the Services shall not exceed the maximum figure stated in Exhibit "B." Vendor shall not be entitled to receive payments or amounts under the Contract in excess of the amounts appropriated for the then-current budget period of the District. The District shall make payment to the Vendor for amounts determined to be properly due, not later than thirty (30) days after its receipt of the Vendor's invoice or as required by the Texas Prompt Payment Act (Chapter 2251 of the Texas Government Code) or its successor. The maximum interest rate on any past due payments by the District to Vendor shall be limited to the rate provided by Section 2251.025 of the Texas Government Code or its successor. The District shall not be required to make any payments to Vendor at any time Vendor is in default under this Contract.

Confidential/Proprietary Information.

- Vendor understands that, during the term of this Contract, Vendor will have access to certain information belonging to the District and designated as confidential by the District or not generally known by non-District personnel (collectively, the "Confidential Information"). During the term of this Contract and at all times thereafter, Vendor shall not, without the prior written consent of the District, do any of the following, directly or indirectly: (a) use any of the Confidential Information for Vendor's own purposes or for the purposes of any person or entity other than the District; and/or (b) disclose any of the Confidential Information to any third party, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Vendor further shall take all steps necessary to prevent disclosure of Confidential Information by any other person or entity, during the term of this Contract and at all times thereafter, without the prior written consent of the District. All data, disks, lists, financial records, other records, documents, property, information, specifications, and materials of the District relating to the Services, which are provided to Vendor during the term of this Contract, as well as all copies thereof (collectively, the "Materials"), shall be and remain the sple and exclusive property of the District. None of the Materials shall be retained by Vendor, or shall be transmitted to anyone at any time, either now or in the future, except as reasonably and in good faith required in connection with performance of this Contract by Vendor. Upon termination of this Contract, or upon request by the District, Vendor shall promptly return the Materials to the District. The Materials are included within the definition of Confidential Information. Vendor further agrees that, if it receives information or records concerning any student, it shall not disclose the same, except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA.
- 9.2 <u>Intellectual Property Rights</u>. If Vendor, as part of the Scope of Services of this engagement, will be working with the District [all references to Vendor and District in this Paragraph shall include their respective agents, employees and representatives] to create and/or develop materials or other work products, including visual, audio, written and graphic material, and all of Vendor's contributions to the creation or

development of the Resulting Work Product, (collectively, the "Resulting Work Product"), for which the Vendor will receive any consideration provided in this Contract, the Resulting Work Product, and any state or federal trademark rights, copyrights, patents or other intellectual property rights associated with the Resulting Work Product (collectively, the "Intellectual Property Rights"), will at all times remain the exclusive property of the District. Vendor agrees to assist the District as in any way necessary, including executing any assignments or other documents, required to document the District's ownership rights in the Resulting Work Product and the associated Intellectual Property Rights, as applicable; including taking any action necessary for the District to secure state or federal registration of its Intellectual Property Rights in the name of the District. No separate or additional consideration, other than the consideration paid under this Contract, will be provided by the District for any provision of any assignments or conveyance the Resulting Work Product. The Vendor shall assure that its authorized subcontractors or agents, not under its control as employees, are aware of this provision and are contractually bound thereby.

10. Vendor Records and Retention. The District or its authorized representative shall be afforded unrestricted access to and be permitted to inspect and copy all of the Vendor's records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this Contract. The Vendor shall preserve all such records for a period of five (5) years after the District makes final payment and all other pending matters are closed, or for such longer period as may be required by law, after final payment under this Contract, including any extension thereof. To the extent that the requirements of 2 CFR § 200.333 apply to the Contract, financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award, must be retained for the Vendor for only the period required by 2 CFR § 200.333 and the five (5) year requirement of this provision shall apply to all other documents. If no federal funds are expended by the District for the Contract, the five (5) year retention requirement provided herein will apply.

11. Indemnification.

- 11.1 General Indemnification. VENDOR AGREES TO INDEMNIFY, DEFEND, AND HOLD-HARMLESS THE DISTRICT AND ITS TRUSTEES, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST, ANY CLAIM, CAUSE OF ACTION, LOSS, LIABILITY OR REASONABLE EXPENSE, (INCLUDING ATTORNEY'S FEES, AND OTHER FEES, COURT, COSTS AND OTHER COSTS), INJURIES, DAMAGES, HARM, OR OTHER LOSS, ARISING DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART FROM BREACH OF THIS CONTRACT BY VENDOR, NEGLIGENT, INTENTIONAL, OR OTHER ACTIONS OR INACTIONS OF VENDOR, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS OR SUPPLIERS, OR ARISING, IN WHOLE OR IN PART, OUT OF A DEFECTIVE PRODUCT, NEGLIGENT INTENTIONAL, OR OTHER OPERATIONS OR SERVICES OF VENDOR, ITS OWNERS, DIRECTORS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, AND SUPPLIERS UNDER THIS CONTRACT. Vendor shall promptly advise the District, in writing, of any claim or demand against the District or Vendor known to Vendor related to or arising out of Vendor's activities under this Contract.
- 11.2 Intellectual Property Rights Indemnification. Vendor shall INDEMNIFY, DEFEND, AND HOLD HARMLESS the District, its elected officials, employees, officers, and representatives harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees) for infringement of any patent, copyright or similar property right including, but not limited to, misappropriation of trade secrets and any infringement by Vendor and its employees and consultants, in connection with any license provided, any deliverable or any Service furnished hereunder, and used by either the District or Vendor within the scope of this Contract (unless said infringement results directly from Vendor's compliance with District's written standards or specifications).
- 11.3 <u>Defense Counsel</u>. In connection with any indemnification obligation in this Section 11.3, District, in its sole discretion shall have the right to approve or select defense counsel to be retained by

Vendor in fulfilling its indemnity obligation hereunder, unless such right is expressly waived by District in writing. District reserves the right to provide a portion, or all of its own defense, at its own expense; however, District is under no obligation to do so. Any such action by District is not to be construed a waiver of Vendor's obligation to defend District or a waiver of Vendor's obligation to indemnify District pursuant to this Section. Vendor shall retain District-approved defense counsel within seven (7) business days of District's written notice that District is invoking its right to indemnification under this Contract. If Vendor fails to retain counsel within such time period, District shall have the right to retain defense counsel on its own behalf, and Vendor shall be responsible for all costs incurred by District until such time as the Vendor provides a defense.

11.4 Indemnity Survival. The provisions of this Section 11.4 are solely for the benefit of the parties hereto, and not intended to create or grant any rights, contractual or otherwise, to any other person or entity and the obligations herein shall survive the termination or expiration of this Contract.

12. Work On School District Campuses.

- 12.1 Notice Before Entry During School Hours and Decorum on District Campuses. Vendor acknowledges that the Work may be performed in connection with an educational facility that is currently occupied and in use. It is imperative that Vendor's deliveries and/or performance of services not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. During school hours, when entry is not made on an emergency basis, Vendor shall notify the District in advance and arrange an escort for Vendor's representative.
- 12.2 Vendor agrees to and shall comply with all rules, regulations and requirements of the District and the school campus on which work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of District. Vendor recognizes that the ongoing school activities in proximity with its onsite activities shall result in the need for prompt and effective coordination of its Services with those involved in the ongoing utilization of the premises. The Vendor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Vendor shall be responsible for the actions of its employees and its Vendors. The Vendor recognizes that the site is a public-school campus, and will prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the site and shall require adequate dress of the Vendor's forces consistent with the nature of the work being performed.
- 13. Criminal Background Checks. Vendor shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, District Board Policy CH (Legal) and (Local), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Vendor or of any subcontractor [if authorized] with a Disqualifying Criminal History performs services under the award at or for the District; and shall timely provide written certifications thereunder in such form and substance as requested by the District. Vendor understands that any failure to comply with the requirements of this section may be grounds for termination of its Contract with the District.
- 14. Contractual Relationship. This Contract does not constitute a joint venture or partnership of any kind between the Parties hereto. In addition, the Parties expressly understand and agree that the provision of the Services are and shall be considered independent contractor work performed by Vendor, using Vendor's own talents, contacts, tools, vehicles, and equipment, and that nothing in this Contract in any way creates an express or implied contract of employment between the District and Vendor. Vendor is not and shall not be an employee of the District for any purpose. Vendor is exclusively responsible for all administrative matters relating to its status hereunder or the Services, including without limitation, travel, lodging, and other expenses, any withholding and payment of all federal, state and local income taxes, FICA, FUTA, or other employment-related taxes, workers' compensation insurance, fringe benefit programs, or other benefits of any kind. Vendor represents that it is an independent contractor providing Services for hire similar to the Services to the general public, that it has full authority and capacity to enter into this Contract and perform the Services,

and that execution or performance of this Contract by Vendor shall not violate any other agreement or covenant or any law.

- 15. Federal Edgar Provisions. Vendor acknowledges in the event federal funds are utilized to fund the Services delivered under the Contract, Vendor will abide by all applicable federal laws, rules, and regulations, executive orders, and policies, procedures and directives applicable to the Contract, including but not limited to the following:
- 15.1 <u>Contractual Remedies</u>. Vendor agrees that it will comply with all administrative, contractual, legal remedies sanctions and penalties for violation or breach which are included in this Contract.
- 15.2 <u>Wage and Hour Requirements.</u> To the extent that this Contract involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), which requires Vendor to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. This provision will not apply to the District's purchases from vendor of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 15.3 <u>Clean Air Act and EPA.</u> Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 USC 7401 -7671q) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387) and agrees to promptly notify the District of any violation.
- 15.4 <u>Debarment and Suspension.</u> Vendor has certified that neither the Vendor nor its principals were listed on the government-wide exclusions in the System for Award Management ("SAM"), that neither the Vendor nor its principals are debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549 at the time this Contract was executed. Vendor further agrees on behalf of itself and its principals, to immediately provide written notification to the District if, at any time following execution of this Contract, Vendor or one of its principals learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances, or if Vendor or one of its principals is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Failure to notify the District of erroneous information within five (5) business days of change in circumstances shall be grounds for immediate termination, but termination of Vendor shall not be an election of remedy by the District.
- 15.5 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352. Vendor confirms its certification to the District that:
 - (i) No Federal appropriated funds have been paid or will be paid, by or on behalf of Vendor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - (ii) Vendor further certifies that if any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. Vendor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Vendor understands and agrees that the provisions of 31 U.S.C. § 380! et seq., providing administrative remedies for false statements, apply to this certification and disclosure, and that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered

into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Finally, Vendor agrees that it will require that the language of this certification be included in the award documents for all lower-tier contractors it hires, and that it will ensure that all subcontractors make the same certification in connection with work done under the Contract. The certification in this Section is a material representation of fact upon which the District has placed its reliance.

- 15.6 <u>Compliance with Mandatory Provisions of State Energy Conservation Plan.</u> Vendor shall comply with the all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201), if any.
- 15.7 Compliance with Solid Waste Disposal Act. If the District purchased the same item or items from the Vendor under this Contract, which were purchased by the District during the preceding fiscal year, and the prior purchase exceeded \$10,000, Vendor agrees that it will comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, where applicable, and that it will provide information and certifications required by the District confirming estimates and otherwise evidencing such compliance.
- 15.8 <u>Equal Employment Opportunity Clause.</u> Vendor represents, warrants and certifies that, during the performance of the Contract:
 - (i) it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination;
 - (ii) it will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin;
 - (iii) it will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Vendor's legal duty to furnish information;
 - (iv) it will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (v) it will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor;
 - (vi) it will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant

thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders;

- (vii) in the event of Vendor's non-compliance with the nondiscrimination clauses of the Contract or with any of such rules, regulations, or orders, the Contract may be canceled, terminated or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; and
- (viii) it will include the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Vendor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect its interests.
- 15.9 <u>Termination for Convenience</u>. Notwithstanding any provision to the contrary contained in this Contract if federal funds are used to fund the purchase represented by this Contract, the District, reserves the right to terminate this Contract for convenience. In such event, the District agrees, that it will be responsible, all legitimate charges with respect to periods prior to the termination.

16. Miscellaneous.

- 16.1 <u>Assignment/Delegation</u>. Without the prior written consent of the other party, no party shall have right or power to assign this Contract in whole or in part, or to delegate or sub-contract any duties hereunder in whole or part. Any attempted assignment or delegation by Vendor shall be wholly void and ineffective for all purposes unless made in the conformity with this paragraph.
- 16.2 Governing Law and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND IS PERFORMABLE IN EL PASO COUNTY, TEXAS.
- 16.3 No Waiver of Immunity. The District reserves, and does not waive, its rights of sovereign immunity and similar rights, immunities and rights of its officials and employees, and its and its employees officials' rights under the Texas Tort Claims Act. Nothing herein shall be a consent to suit.
- 16.4 No Third-Party Beneficiaries. This Contract, and every provision thereof, shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. No term or provision of this Contract shall benefit or obligate any person or entity not a party to it. The Parties hereto shall cooperate fully in opposing any attempt by any third person or entity to claim any benefit, protection, release or other consideration under this Contract.
- 16.5 <u>Context.</u> Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.
- 16.6 Attomey's Fees. In the event that either party brings an action to enforce or interpret any provision of this Contract, the prevailing party, will be entitled to recover its costs and expenses including, without limitation, reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it shall be entitled to receive, as determined by the trier of fact in such dispute.
- 16.7 <u>Waiver</u>. No waiver, change, modification or discharge by either party hereto of any provision of this Contract shall be deemed to have been made or shall be effective, unless expressed in writing and signed by the party to be charged. A waiver by either Party of a breach of any of the terms, conditions,

covenants or guarantees of this Contract shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Contract, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

- 16.8 <u>Severability</u>. Any provision, or part thereof, of this Contract held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Contract and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.
 - 16.9 Time of Essence. Time is of the essence with respect to Vendor's obligations hereunder.
- 16.10 <u>Public Records</u>. Records relating to this Contract may be subject to disclosure pursuant to the Texas Public Information Act *Ukla* Open Records Act, Section 552.001 et. seq. of the Texas Government Code. To the extent any of the Services under this Contract involve the exchange or creation of Public Information as defined by such Act, the Vendor shall make any such information, not otherwise exempted from disclosure under such Act, available in writing and electronically in Microsoft Word, Microsoft Excel and or Adobe Acrobat.
- 16.11 <u>Notices</u>. All notices to a Party under this Contract shall be provided by Certified Mail, Return Receipt Requested, to the address set forth for the respective party beneath its signature block in this Contract, or such other address as later provided by a Party through written notice to the other Party.
- 16.12 <u>Advertising.</u> Vendor shall not advertise or publish, without the District's prior consent, the fact that the Parties have entered into this Contract, except to the extent necessary to comply with proper requests for information from a representative of the federal, state, or local government.
- 16.13 Right to Audit and Records Access. The District, or its authorized representative (including Texas Education Agency and the Comptroller General), shall be given reasonable access to records and rights to perform audits by the District's own personnel and/or an outside firm of consultants/auditors, in order to investigate the District's claims administration and Services, and evaluate the performance of the Vendor. The Vendor agrees to provide full cooperation during this process. Performance of these functions shall be conducted with proper notification per customary industry standards. Vendor agrees to maintain all required records for five (5) years after the District makes final payment and all other pending matters are closed.
- 16.14 <u>Israel Certification</u>. Vendor certifies by execution of this document, that it does not and will not refuse to deal with, terminate business activities with, or otherwise take 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, unless the action taken for ordinary business purposes.
- 16.15 Entire Contract/Modification. THIS CONTRACT IS THE FINAL, COMPLETE, AND ENTIRE CONTRACT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER AND SUPERSEDES ALL PRIOR COMMUNICATIONS, ORAL OR WRITTEN, BETWEEN THE PARTIES RELATING TO MATTERS HEREIN. THIS CONTRACT MAY BE MODIFIED OR RESCINDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY BOTH PARTIES TO THE CONTRACT BY AND THROUGH THEIR DULY AUTHORIZED AGENTS. Changes to this Contract may only be made by mutual written Contract of the Parties, which must contain the authorized signature of the District's Superintendent or the President of the District's Board of Trustees. No course of prior dealings between the Parties and no usage of the trade shall be relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or acquiescing Party has knowledge of the performance and opportunity for

objection. In the event of any conflict between the General Terms and Conditions of the Contract attached to the solicitation document, the terms of this Contract shall control.

EXECUTED as of theday	of, 2	20
		EL PASO INDEPENDENT SCHOOL DISTRICT
	Ву:	Juan E. Cabrera, Superintendent
		APPROVED AS TO FORM
	BV:	Jeanne C. Collins, General Counsel for District
		ADDRESS FOR NOTICE:
		El Paso Independent School District Attn: Superintendent 6531 Boeing Drive El Paso, Texas 79925
		With Copy to: General Counsel El Paso Independent School District 6531 Boeing Drive El Paso, Texas 79925
	Ву:	VENDOR: Collaborative for Academic, Social, and Emotional Learning Karen Niemi President & CEO (Printed Name and Title)
		ADDRESS FOR NOTICE CASEL 815 West Van Buren Street, Suite 210 Chicago, IL 60607

EXHIBIT "A" Scope of Services and Deliverables

Scope of Services:

Place(s) of Provision of Services: (Describe below)

Student & Family Empowerment as well as Cohort 1, 2 & 3 EPISD campuses at the district's discretion. Please see description of services below for the list of campuses.

Date(s)/Period of Provision Services: (Describe below)

September 27, 2018 to September 26, 2019

Description of Services: (Describe below)

CASEL to work with EPISD leadership and staff, as mutually agreed, provide support, training, technical assistance, and guidance as requested by EPISD in the continued development and execution of a plan for the systematic implementation of social emotional learning (SEL) to include support in the areas of Grants and Funding, Hiring, Initial and Outgoing Continuous Improvement Process Ongoing, Ongoing Implementation and Evaluation, Professional Development, Direct District Consultation and Technical Assistance, School Level and Participation in CASEL Events and Activities for CDI District. This will include assistance with the initial 5 Lead Sites (Cohort 1), and the 18 Lead Sites (Cohort 2) currently implementing SEL and the 32 new campuses (Cohort 3) that would be implementing SEL for the 2018-2019 school year. Expansion on support planning preparation will also be part of the assistance for the launch of Cohort 4.

List of Schools by Cohort:

Elementary

Cohort 1: Crosby, Johnson, Lee, Roberts, Western Hills

Cohort 2: Beall, Bonham, Burleson, Collins, Logan, Moye, Park, Powell, Putnam, Zach White

Cohort 3: Alta Vista, Barron, Bliss, Bond, Clendenin, Coldwell, Crockett, Dowell, Green, Hart, Lamar AF, Tom Lea, Mesita/ECDC, Milam, Moreno, Rivera, Rusk, Schuster, Stanton, Travis, Whitaker

Secondary:

Cohort 2: Bassett MS, Henderson MS, Lincoln MS, Magoffin MS, Morehead MS, Terrace Hills MS, Young Women's, Austin HS

Cohort 3: Armendariz MS, Brown MS, Canyon Hills MS, Guillen MS, Wiggs, MS, Chapin HS, Coronado HS, El Paso HS, Irvin HS, Transmountain Early College (TMEC) HS

The Services are furthermore described on the following page(s), if any, attached hereto and incorporated herein. Please see CASEL Scope of Services Exhibit "C".

Deliverables:

Report or Other Deliverable	Expected Delivery Date		
22 on-site support days	At EPISD's Discretion		

EXHIBIT "B" Compensation

\$125,000 00 due within thirty (30) days of receipt of invoice and \$125,000.00 due on or before June 30, 2019.

\$ _____ per hour, (with not to exceed cap of \$ _____, based on rates below) payable monthly based upon hours and types of service provided and documented in invoice.

Expenses: [Description]:

X Other [please explain]:

NA



Collaborative for Academic, Social, and Emotional Learning

SCOPE OF SERVICES

This Scope of Services is agreed pursuant to and hereby made a part of the independent Memorandum of Understanding/Consulting Agreement (the "Agreement"), by and between the Collaborative for Academic, Social, and Emotional Learning, an illinois 501(c)[3] corporation ("CASEL"), and El Paso Independent School District (EPISD).

CASEL will work with EPISD leadership and staff, as mutually agreed, to provide support, training, and guidance in developing and executing a plan for systemic implementation of social and emotional learning (SEL) which may include the following:

Academic and SEL integration

- Support the development of a framework and process for academic and SEL integration. Focus would be on one subject area in initial development and then expand to other subject areas
- o Co-create aligned professional learning to support academic/SEL integration framework Support: Two 2-day visits in Fall and Two 2-day visits in spring and conference calls 3 times per year.

Equity and SEL integration

- Support on district-wide resources and needs assessment examining existing data and analyzing policies and practices for strengths and opportunities on equity and SEL integration.
- Supporting the development of a framework to build culturally responsive schools and integrate SEL and equity with central office practices.
- o EPISO to have 3 attendees at EWG convenings to support implementation of this work Support: Up to 6 in person days and 1 call each semester.

SEL Cohort Schools Expansion and Coaching

- Support on expansion of SEL work in Cohort I, Cohort II, and Cohort III schools and fidelity of implementation. Coaching and monitoring and looking at data for quality assurance. Support planning and preparation for the launch of Cohort IV.
- Developing coaching systems and capacity
- o Co-conducting school site visits
- o On-going use of the CASEL Guide to Schoolwide SEL practices and rubric Support: Quarterly visits of 2 days each for 2 consultants Monthly conference call.

MTSS Framework Development

 Support development of a framework that Integrates academic, SEL, and behavior supports within the EPISD context

Support: 2 days

• SEL Communications

o Support for publicly sharing EPISD SEL successes and growth

Ongoing Implementation and Evaluation Support

o Assistance in connecting long term evaluation plans with short term outcomes articulated in the rubric tracking tool.

Support: 2 days

- Ongoing Support for Continuous Improvement Process
 - Technical assistance with collecting data and accessing the staff survey dashboard through Panorama
 - Support in identifying and monitoring short term outcome measures in the rubric tracking tool throughout the year (including potential support in adopting and adapting a walkthrough tool)

Support: Up to 12 days

- Participation in CASEL events, site visits, and activities for CDI districts. Participation and meals
 for attendees are included. CASEL will reimburse up to \$50,000 to for travel and hotel
 accommodations. CASEL will book hotel accommodations for the events below. EPISD will be
 responsible for travel expenses exceeding \$50,000.
 - o Regular webinars with SEL leads
 - o Annual cross district convening (6-8 EPISD participants; 2-3 nights)
 - o Professional learning series (2-3 EPISD participants; 3 nights)
 - o Biannual Equity Work Group meetings (3 EPISD participants; 2 nights)
 - o Biannual Superintendent's Roundtable meetings (1 EPISD participant; 1 night)
 - Coordinated and facilitated visits to other CDI districts with action plans (4-20 EPISD participants; 1-2 nights)

Received By: EPISD\itvelez On: 12/02/2022

CASEL 815 W. Van Buren St. Chicago, IL 60607

Invoice

Date	Invoice #
5/10/2022	5583

Bill To
El Paso Independent School District 6531 Boeing Dr. El Paso, TX 79925

Remit To	
CASEL Lockbox	
P.O. Box 95253	
Chicago, IL 60694	

P.O. No.	Terms	Project	
PO 2308471	Net 30	TA 7/1/22 - 6/30/23	

Quantity	Description	Rate	Amount
	CASEL's Collaborating District Initiative (CDI) Community Membership for Continuing Collaboration for 7/1/2022 - 6/30/2023.	12,500.00	12,500.00
	Membership for Continuing Conadoration for 7/1/2022 - 0/30/2023.		
	:		
		Total	\$12,500.00



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2308471

Date: 12/02/2022

Page 1 of 1

VENDOR: 51827

TO: Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO:

Whole Learner Support and Interventions

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

VENDOR PHONE: 312-226-3770

VENDOR FAX: 312-226-3777

REGION 19 RFP 21-7409

VENDOR EMAIL:

REC LOC: Whole Learner Support and Interventions

REC GRP: Department

LINE	QUANTITY	UOM	ITEM NO.	UNIT PRICE UNIT DISC.	TAX	TOTAL
1	1.00000	EA	CASEL	12,500.00 0.00	0.00	12,500.00

Consulting Services from CASEL to continue Collaborating Districts Initiative (CDI). A continued partnership with Collaborative for Academic, Social, and Emotional Learning includes participation in exclusive CASEL events and activities for CDI Districts, such as Cross-districts Professional Learning, annual SEL Exchange, and Superintendent's Roundtable. Regularly scheduled invitational virtual work sessions like District Research and Evaluation staff members, SEL and Equity School Coaches and/or Department team members, SEL and Equity Leads, and continued collaboration in continuous improvement efforts for systemic SEL implementation along with other partnership opportunities as mutually agreed to advance systemic implementation for SEL service of equitable outcomes for all.

> TOTAL 12500.00

INSTRUCTIONS TO VENDORS

- 1. Tax Exemption No. 17460007697
- 2. P.O. # must appear on all invoices, packing slips, cartons
- 3. All orders must be shipped F.O.B. Destination & prepaid
- 4. Send all invoices to: accountspayable@episd.org,
 - ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998
- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval
- 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2407087

Date: 10/26/2023

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO:

Whole Learner Support and Interventions

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

I

TO:

VENDOR PHONE: 312-226-3770

REC LOC: Whole Learner Support and Interventions

VENDOR FAX:

312-226-3777

REC GRP: Department

VENDOR EMAIL:

LINE QUANTITY UOM ITEM NO.

674.00

UNIT PRICE UNIT DISC.

0.00 0.00

TAX

TOTAL 2,022.00

3.00000 EA

Registration Fees for the following staff attending the CASEL 2023 SEL Exchange, Leaders as Learners: Building the Village our Children Need,

November 7-9, 2023 in Atlanta, GA:

INV. 102023-1678 Sandra Montes-Uranga

INV.102023-1679 Sarah I. Escandon

INV.102023-1705 Yesenia L. Mancha

TOTAL

2022.00

INSTRUCTIONS TO VENDORS

1. Tax Exemption No. 17460007697

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4. Send all invoices to: accountspayable@episd.org,

ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998

5. For Payment inquiry Contact: EPISD Accts. Payable,

915-230-2143 email: accountspayable@episd.org

6. NO changes in price, qty, or items without Procurement Dept. approval

7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2409456

Date: 12/20/2023

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO:

Whole Learner Support and Interventions

UNIT PRICE UNIT DISC.

7,500.00

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

TO:

VENDOR PHONE: 312-226-3770

VENDOR FAX:

312-226-3777

REC LOC: Whole Learner Support and Interventions

0.00

REC GRP: Department

VENDOR EMAIL:

LINE	QUANTITY	UOM	ITEM NO.
1	1.00000	EA	

Participation in the CASEL Community Network Partners FY2023-2024 to strengthen SEL expertise and leadership. It will include virtual workshop sessions, small group discussions, access to resources, and individual

touchpoints with CASEL. Region 19 #21-7409

> TOTAL 7500.00

TAX

0.00

TOTAL

7,500.00

INSTRUCTIONS TO VENDORS

- 1. Tax Exemption No. 17460007697
- 2. P.O. # must appear on all invoices, packing slips, cartons
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 - ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998
- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval
- 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2510387

Date: 02/05/2025

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO: **Whole Learner Support and Interventions**

1100 N. Stanton

El Paso, TX 79902

ATTN:

VENDOR PHONE: 312-226-3770

VENDOR FAX:

312-226-3777

REC LOC: Whole Learner Support and Interventions

REC GRP: Department

VENDOR EMAIL:

V LIVE	OK EMPAE.	_			
LINE	QUANTITY UOM ITEM NO.	UNIT PRICE U	NIT DISC.	TAX	TOTAL
1	1.00000 EA CASEL'S FY 25 Community in Partners Staff Developments for/PBIS (travel and virtual) will be during the rest of the year for the Administration Staff	6,000.00	0.00	0.00	6,000.00
			TOTAL		6000.00

INSTRUCTIONS TO VENDORS

- 1. Tax Exemption No. 17460007697
- 2. P.O. # must appear on all invoices, packing slips, cartons
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 - ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998
- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2105485

Date: 10/21/2020

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO:

Whole Learner Support and Interventions

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

TO:

VENDOR PHONE: 312-226-3770

312-226-3777

REC LOC:

Whole Learner Support and Interventions

REC GRP: Department

VENDOR FAX: **VENDOR EMAIL:**

LINE	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TAX	TOTAL
1	4.00000 Social & Emotion for the following		REGISTRATION arning Exchange 2020 Virtual Summit registration fee pants:	125.00	0.00	0.00	500.00
	1.) Jennifer DeC 2.) Angelica Paz 3.) Linda Salas 4.) Ivette Hinojo	Z			_		
					TOTAL		500.00

INSTRUCTIONS TO VENDORS

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 - ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998
- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval
- 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

1802043

Date: 08/10/2017

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and TO:

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO:

Whole Learner Support and Interventions

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

VENDOR PHONE: 312-226-3770

312-226-3777

REC LOC: Whole Learner Support and Interventions

REC GRP: Department

VENDOR FAX: VENDOR EMAIL:

7 21.12	OR BINE IID.						
LINE	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TAX	TOTAL
1	1,00000 REGION XIX I BOT APPROV		5-7176 M @ JUNE 20 MEETING	125,000.00	0.00	0.00	125,000.00
2	implementation 1.00000 Provide continu	of socia EA led (Yea	r 2) support, training and guidance for on-going all emotional learning (Initial Payment) r 2) support, training and guidance for on-going all emotional learning (Final Payment)	125,000.00	0.00	0.00	125,000.00
	DIP 1.2.1				_		
					TOTAL		250000.00

INSTRUCTIONS TO VENDORS

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- ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998
- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2100880

Date: 07/28/2020

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and

SHIP TO:

Whole Learner Support and Interventions

6500 Boeing Bldg K

Ste 210

CHICAGO, IL 60607

815 W Van Buren Street

El Paso, TX 79925

ATTN:

TO:

VENDOR PHONE: 312-226-3770

REGION 19 RFP 15-7176

REC LOC: Whole Learner Support and Interventions

VENDOR FAX:

312-226-3777

REC GRP: Department

VENDOR EMAIL:

LINE	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TAX	TOTAL
1	1.00000	EA	CASEL	12,500.00	0.00	0.00	12,500.00

Consulting Services from CASEL to continue Collaborating Districts Initiative (CDI). A continued partnership with Collaborative for Academic, Social, and Emotional Learning includes participation in exclusive CASEL events and activities for CDI Districts, such as Cross-districts Professional Learning, annual SEL Exchange, and Superintendent's Roundtable. Regularly scheduled invitational virtual work sessions like District Research and Evaluation staff members, SEL and Equity School Coaches and/or Department team members, SEL and Equity Leads, and continued collaboration in continuous improvement efforts for systemic SEL implementation along with other partnership opportunities as mutually agreed to advance systemic implementation for SEL service of equitable outcomes for all.

> TOTAL 12500.00

INSTRUCTIONS TO VENDORS

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ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998

- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2007205

Date: 10/22/2019

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO:

Whole Learner Support and Interventions

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

TO:

VENDOR PHONE: 312-226-3770

VENDOR FAX: 312-226-3777

VENDOR EMAIL:

REC LOC: Whole Learner Support and Interventions

REC GRP: Department

LINE	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TAX	TOTAL
1	collaboration w 4 campuses to i	ith Stude mpleme	CASEL 76 Consulting Services from CASEL to continue ent and Family Empowerment and Cohort 1, 2, 3 and nt and sustain systemic SEL. Total cost includes xpenses for CASEL staff.	28,240.00	0.00	0.00	28,240.00
					TOTAL		28240.00

INSTRUCTIONS TO VENDORS

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- 2. P.O. # must appear on all invoices, packing slips, cartons
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- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.



4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

1907006

Date: 10/24/2018

Page 1 of 1

VENDOR: 51827

TO:

Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO: Department

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

VENDOR PHONE: 312-226-3770

312-226-3777

REC LOC: Whole Learner Support and Interventions

REC GRP: Department

VENDOR FAX: VENDOR EMAIL:

LINE	QUANTITY UOM ITEM NO.	UNIT PRICE UNIT DISC.	TAX	TOTAL
1	1.00000	125,000.00	0.00	125,000.00
I	Provide continued (Year 3) support, training and guidance for on-going implementation of social emotional learning (Final Payment) 1.00000	125,000.00	0.00	125,000.00

REGION XIX RFP# 15-7176 BOT APPROVED ITEM @ JUNE 7 MEETING Provide continued (Year 3) support, training and guidance for on-going implementation of social emotional learning (Initial Payment) CASEI will work with EPISD leadership and staff, as mutually agreed, provide support, training, technical assistance, and guidance as requested by EPISD in the continued development and execution of a plan for the systemic implementation of social emotional learning (SEL) to include support in areas of grant and funding, hiring, initial and outgoing continuous improvement process ongoing, ongoing implementation and evaluation, Professional Development, Direct District consultation and technical assistance, school level and participation in CASEL Events and activities for CDI District. ALL SERVICES AND SCOPE TO BE RENDERED PER THE ATTACHED EXECUTED CONTRACT

> TOTAL 250000.00

INSTRUCTIONS TO VENDORS

- 1. Tax Exemption No. 17460007697
- 2. P.O. # must appear on all invoices, packing slips, cartons
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- 4. Send all invoices to: accountspayable@episd.org,
 - ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998
- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
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- 7. This order subject to cancellation after 45 days

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4900 Woodrow Bean El Paso, TX 79924-3824 Ph: (915) 230-3100

Fax: (915) 230-3119

PURCHASE ORDER NUMBER

2205844

Date: 10/04/2021

Page 1 of 1

VENDOR: 51827

Collaborative for Academic Social and

815 W Van Buren Street

Ste 210

CHICAGO, IL 60607

SHIP TO:

Whole Learner Support and Interventions

6500 Boeing Bldg K

El Paso, TX 79925

ATTN:

TO:

VENDOR PHONE: 312-226-3770

REC LOC:

Whole Learner Support and Interventions

VENDOR FAX:

312-226-3777

REC GRP:

Department

VENDOR EMAIL:

LINE	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC.	TAX	TOTAL
1	1.00000	EA	CASEL	12,500.00	0.00	0.00	12,500.00
	REGION 19 RF	P 21-74	109				

Consulting Services from CASEL to continue Collaborating Districts Initiative (CDI). A continued partnership with Collaborative for Academic, Social, and Emotional Learning includes participation in exclusive CASEL events and activities for CDI Districts, such as Cross-districts Professional Learning, annual SEL Exchange, and Superintendent's Roundtable. Regularly scheduled invitational virtual work sessions like District Research and Evaluation staff members, SEL and Equity School Coaches and/or Department team members, SEL and Equity Leads, and continued collaboration in continuous improvement efforts for systemic SEL implementation along with other partnership opportunities as mutually agreed to advance systemic implementation for SEL service of equitable outcomes for all.

> TOTAL 12500.00

INSTRUCTIONS TO VENDORS

- 1. Tax Exemption No. 17460007697
- 2. P.O. # must appear on all invoices, packing slips, cartons
- 3. All orders must be shipped F.O.B. Destination & prepaid
- 4. Send all invoices to: accountspayable@episd.org,
 - ATTN: Accounts Payable P.O. Box 20100, El Paso, TX 79998
- 5. For Payment inquiry Contact: EPISD Accts. Payable,
 - 915-230-2143 email: accountspayable@episd.org
- 6. NO changes in price, qty, or items without Procurement Dept. approval
- 7. This order subject to cancellation after 45 days

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY A PURCHASING AUTHORITY.