

**COMMUNITY SERVICES OF NORTHEAST TEXAS, INC.
LEAD TEACHER SERVICES CONTRACT**

SECTION 1. PARTIES TO CONTRACT

This agreement is made by and between the Community Services of Northeast Texas, Inc., (hereinafter CSNT and Texarkana Independent School District (herein after the "Contractor" or "ISD" as applicable).

SECTION 2. PERIOD OF AGREEMENT

The services shall be effective for a period beginning on August 1, 2021 and ending on July 31, 2022. At the end of the period, all services must be satisfactorily completed.

SECTION 3. LEAD TEACHER PERFORMANCE

The Contractor/ISD agrees to perform the services as follows:

1.) Eight ISD Teachers will provide on-site, hands-on, and one-on-one classroom instruction to CSNT Head Start children dually enrolled in 8 assigned classrooms at the Texarkana ISD Dunbar Campus five days per week (Monday – Friday) for an estimated 187 days during the 2021/2022 school year beginning August 1, 2021 and ending July 31, 2022. The ISD Teachers will follow the Paul Lawrence Dunbar approved ISD/Head Start classroom schedule and the ISD School Calendar.

2.) Duties will include classroom management, behavior management, lesson planning, and classroom arrangement. The classrooms will be assessed using the Classroom Assessment Scoring System (CLASS) by a certified Reliable CLASS Observer. The ISD Teachers will implement teaching strategies that achieve CLASS Assessment scores of 6 or 7 in each of the three domains.

3.) These eight ISD Teachers will work with their assigned Teaching Assistants and CSNT Head Start Campus Director to implement and integrate Head Start classroom instruction that strengthens school readiness skills. This will include implementing Conscious Discipline and CLASS strategies into the classrooms.

4.) These eight ISD Teachers will meet all the State and Federal guidelines set forth by the Head Start Program Performance Standards for a Head Start Lead Teacher including five-year background checks that include a State Criminal History Check, Feral Bureau of Investigation Fingerprint, Sex Offender Registry Check and the Child Abuse and Neglect State Registry Check, obtain a current CPR/FA certification, and attend Annual Child Abuse Training.

5.) These eight ISD Teachers will follow and train on the implementation of the Performance Standards in the CSNT Head Start classrooms and will complete at least 15 hours of professional development annually in the area of early childhood education.

6.) Texarkana ISD will submit an invoice that documents the service date ranges, and Campus location. The invoice will be submitted around the first of December 2021 and July 2022 to the

CSNT Head Start Finance Department for payment. Payments for Lead Teacher instructional services at the Texarkana Dunbar ISD Campus will not exceed the obligated cost of \$145,000 for the 2021/2022 school year. (Amount was agreed upon between ISD and CSNT)

7.) These eight Lead Teachers will develop and implement lesson plans throughout the school-year. These lesson plans will follow recommendations made by the CSNT Curriculum Director, the ISD Principal, and the Head Start Campus Director. Areas that need improvement that are documented on Performance Evaluations by the Principal and/or the Campus Director, will require training, if deemed necessary by the ISD Principal and the Head Start Campus Director.

SECTION 4. TIME OF PERFORMANCE

A. The Work to be performed under this Agreement shall commence on or about August 1, 2021. The work shall be completed within the 2021/2022 school year from the commencement date specified and shall be implemented in a timely manner as agreed upon. All work covered by this agreement shall be completed by July 31, 2022.

SECTION 5. FINANCIAL OBLIGATIONS

The Contractor/ISD shall establish, maintain, and utilize internal program management procedures to provide for the proper management of all activities under this contract. All work is performed on a contractual expectation basis. No draws or advances beyond the initial two payments shall be provided to this or subsequent Agreement. Contractor/ISD agrees to the following:

1. Contractor/ISD will request two payments. The first payment for a total of \$72,000 will be due by November 30, 2021, and the second payment for a total of \$73,000 will be due by July 31, 2022. The total of both payments shall not exceed \$145,000 total for the year. (Amount was agreed upon between ISD and CSNT)
2. Prior to subsequent payment authorizations, CSNT will verify date ranges of instruction.
3. Disbursement for the work shall be made only for work which has been completed and approved by CSNT and payment for work shall be only for work that has been completed in a satisfactory manner.
4. The sole obligation of CSNT with regards to payment shall be limited to compensation of the work conditions specified in this agreement.
5. Once CSNT determines all work has been completed in a satisfactory manner, the request for payment from the obligated funds will be processed.
6. Request for payment from the obligated funds shall normally be processed within 31 days of receipt of invoice. Request for payment shall be sent to **Community Services of Northeast Texas, Inc.**
7. Contractor/ISD shall refund, within fifteen (15) days of CSNT's request, any sum of money paid to the Contractor/ISD which CSNT determines has resulted in an overpayment or has not been spent in accordance with the terms of this contract. CSNT may offset or withhold any amount otherwise owed to Contractor/ISD under this contract against any amount owed by the Contractor/ISD to CSNT arising under this or any other contract between the parties.

SECTION 6. OMITTED INTENTIONALLY - NOT REQUIRED FOR THIS AGREEMENT

SECTION 7. TERMS AND CONDITIONS

The Contractor/ISD agrees to the following terms and conditions of this contract:

1. The Contractor/ISD, Vendor may not subcontract or delegate all or part of this agreement without prior approval from CSNT.
2. The Contractor/ISD is not eligible for any CSNT benefits and will not be a participant in any of CSNT's IRS qualified benefit plans. CSNT will not provide the Contractor/ISD any health, medical, or pension benefits under this Agreement.
3. The Contractor/ISD shall not commit any act, or make any statement, which would be deleterious to the reputation and good will of CSNT or entities affiliated with CSNT.
4. Failure to insist upon strict compliance with any provision hereof shall not be deemed a waiver of such provision or any other provision.

SECTION 8. LEGAL REMEDIES

In instances where the Contractor/ISD violates or breaches this Agreement, CSNT may apply administrative, contractual, or legal remedies. CSNT may suspend all activities temporarily pending either corrective action by the Contractor/ISD or a decision by CSNT to terminate this contract.

SECTION 9. NO WAIVER

No right or remedy given to CSNT by this contract shall preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of CSNT to exercise any right or remedy on any occasion shall not constitute a waiver of CSNT's right to exercise that or any other right or remedy at a later time.

SECTION 10. TERMINATION AND SUSPENSION

- A. CSNT may terminate this contract in writing, in whole or in part, at any time CSNT determines that there is cause for termination. CSNT may not terminate the Contractor/ISD's engagement without written notice including but not limited to the following circumstances:
- 1) If ISD Teacher neglects to execute the work properly or deliver work satisfactorily, in a timely manner, or fails to perform any provision of the Agreement,
 - 2) If Contractor/ISD is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed on account of insolvency,
 - 3) If Contractor/ISD obligates or attempts to obligate CSNT to any financial responsibility for contractual services or materials, such action shall be deemed a breach of this agreement.
 - 4) If Contractor/ISD commits a willful violation of public laws or ordinances that have a direct effect on the satisfactory performance of this agreement.
- B. Nothing in this Section shall be construed to limit CSNT's authority to withhold payment and immediately suspend ISD Teacher's performance of this contract if CSNT identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other serious deficiencies in ISD Teacher's performance. Suspension shall be a temporary measure pending either corrective action by Contractor/ISD or a decision by CSNT to terminate this contract.

- C. CSNT shall not be liable for any costs incurred by ISD Teacher or after termination or during suspension of this contract. Notwithstanding the termination or suspension of this contract, Contractor/ISD shall not be relieved of any liability for damages due to CSNT by virtue of any breach of this contract by ISD Teacher. CSNT may withhold any payment otherwise due to Contractor/ISD until such time as the exact amount of damages owed to CSNT by Contractor/ISD is determined and paid.

SECTION 11. SPECIAL COMPLIANCE PROVISIONS

- A. Contractor/ISD shall comply with the requirements of all-applicable laws and regulations, including but not limited to the following:
1. Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. implemented in U.S. DOL regulations (29 CFR, Part 3):
 2. Fair Labor Standards Act
 3. Worker's compensation Act
 4. The Privacy Act of 1974 (5 USC 552a)
 5. Sections 103 & 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-331) as supplemented by Agency of Labor regulations (29 CFR, Part 5)
 6. The Davis-Bacon Act, where applicable
- B. If this agreement exceeds One Hundred Thousand Dollars (\$100,000), Contractor/ISD shall comply with all required Acts including:
1. Clean Air Act
 2. Clean Water Act
 3. Executive Order 11738, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to federal contracts, grants or loans, and 4. Environmental Protection Agency regulations
 4. all other required regulations

Contractor/ISD shall also comply with any other regulations relevant to the contract including the provision of certifications which shall, by amendment and attachment, become a part of this agreement. The following certifications are attached:

NA

SECTION 12. INDEPENDENT CONTRACTOR

It is agreed that CSNT is contracting with Contractor/ISD as an independent contractor. Contractor/ISD agrees to indemnify and hold harmless CSNT against any disallowed costs or other claims, which may be asserted by any third party in connection with the services to be performed by ISD Teacher under this contract. Contractor/ISD agrees that no employer/employee relationship exists and that the Contractor/ISD is without restriction in regards to ISD Teacher's freedom to contract with other Agencies. While Contractor/ISD is not engaged in an employee/employer relationship, this agreement does, however, require adherence to the CSNT's business hours in an effort to maximize the time spent with those who will receive instruction and training under this agreement.

SECTION 13. CONFLICT OF INTEREST/NEPOTISM

- A. The Contractor/ISD must comply with CSNT's No Discrimination/No Harassment Policy.
- B. Contractor/ISD represents that neither it nor any member of its governing body presently has any interest or shall acquire any interest in, directly or indirectly, which would conflict with the performance of this contract and that no person having such interest shall be employed by Contractor/ISD or appointed as a member of Contractor/ISD's governing body.
- C. Contractor/ISD shall establish safeguards to prohibit its employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.

SECTION 14. SECTARIAN ACTIVITY

Contractor/ISD shall ensure that no funds under this contract are used either directly or indirectly, in support of any religious or anti-religious activity, worship, or instruction.

SECTION 15. POLITICAL ACTIVITY AND LOBBYING PROHIBITED

- A. None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor/ISD from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.
- B. No funds provided under this contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Contractor/ISD, the State of Texas, or the government of the United States.
- C. If any funds other than federally 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, Mentor shall complete and submit a Certification Regarding Lobbying form in accordance with its instructions.
- D. None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

SECTION 16. PREVENTION OF FRAUD AND ABUSE

- A. Contractor/ISD shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, fraud, and abuse to

provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor/ISD's internal control systems and all transactions and other significant events must be clearly documented, and the documentation made readily available for review by CSNT.

- B. Contractor/ISD shall give CSNT access to all of its pertinent records, employee's records, and agents for the purpose of monitoring or investigating the program under which the funds for said project are paid. Contractor/ISD shall fully cooperate with CSNT's efforts to detect, investigate, and prevent waste, fraud, and abuse. Contractor/ISD shall immediately notify CSNT of any identified instances of waste, fraud, or abuse.
- C. CSNT will notify the funding source upon identification of possible instances of waste, fraud, and abuse or other serious deficiencies.
- D. Contractor/ISD may not discriminate against any employee or other person who reports a violation of the terms of this contract or of any law or regulation to CSNT or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 17. CHANGES AND AMENDMENTS

Any change in the terms of this contract required by a change in state or federal law or regulation is automatically incorporated herein effective on the date designated by such law or regulation. Except as otherwise specifically provided herein any other change in the terms of this contract shall be by amendment in writing and signed by both parties.

SECTION 18. RECORD KEEPING REQUIREMENTS

The Contractor/ISD shall give Federal/State funding agencies, CSNT or their designee access to and the right to reproduce all records pertaining to performance under this Agreement.

SECTION 19. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

SECTION 20. INSURANCE REQUIREMENTS

Contractor/ISD shall comply with all laws governing the maintenance of proper insurance coverage in the course of doing business under this agreement. Contractor/ISD shall use sound judgment in the execution of this agreement and while representing CSNT, shall act in a manner that mitigates CSNT's liabilities under this agreement.

SECTION 21. USE OF ALCOHOLIC BEVERAGES

As a representative of CSNT, the ISD Teacher must abide by CSNT's zero tolerance of drug and alcohol use, while representing or being involved in activities that create the assumption of

representation of CSNT. None of the funds provided under this contract shall be used for the payment of salaries to any employee who uses alcoholic beverages while on active duty. No funds provided under this contract for travel expenses shall be used for the purchase of alcoholic beverages.

SECTION 22. LITIGATION AND CLAIMS

Contractor/ISD shall give CSNT immediate written notice of any claim or action filed with a court or administrative agency against the ISD Teacher and arising out of the performance of this contract or any subcontract hereunder. Contractor shall furnish to CSNT copies of all pertinent papers received by the ISD Teacher with respect to such action or claim.

SECTION 22. PRIOR ORAL AND WRITTEN AGREEMENTS

All prior oral or written agreements between the parties hereto relating to the subject matter of this contract have been reduced to writing and are contained herein.

SECTION 23. SEVERABILITY


If any portion of this contract is held to be invalid by a court of competent jurisdiction, the remainder of it shall remain valid and binding.

SECTION 24. LEGAL AUTHORITY

Contractor/ISD represents that it possesses the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services the Contractor/ISD has been obligated to perform under this contract.

ACCEPTANCE

ACCEPTED on this 25th day of May, 2021.

Dr. Doug Brubaker
X 
Authorized Representative For:
Texarkana ISD

Dan Boyd
X 
Authorized Representative For:
Community Services of Northeast Texas,
Inc.

ADDRESSES OF RECORD

4241 Summerhill Road
Texarkana, TX 75503

304 East Houston St.
Linden, TX 75563

Phone (903) 794-3651

Phone (903) 756-5596 Ext. 200

Email Doug.Brubaker@txkisd.net

Email dan.boyd@csntexas.org

This contract is not effective unless signed by Executive Director of CSNT or authorized designee and the Superintendent or authorized representative for Texarkana ISD.