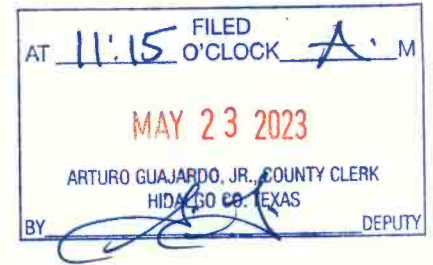


THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

**CONTRACT FOR SERVICE
C-23-003-05-17 AS**



THIS CONTRACT is made and entered into this 17th day of May 2023, by and between the of Hidalgo County Head Start Program, ("HCHSP"), and Versidi, Inc. DBA, Teach Us Texas ("Company").

WHEREAS, HCHSP requested responses to notices for: “Educator Preparation Program Services” on an as needed basis for the HCHSP (the “Services”). A copy of the procurement packet, including applicable specifications, is attached hereto as **Exhibit “A”**, and is incorporated herein by reference for all purposes (“Procurement Packet”); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of the Company’s response to the Procurement Packet is attached hereto as **Exhibit “B”**, (“Response”) and is incorporated herein by reference for all purposes; and;

WHEREAS, Company represents that it is qualified and desires to perform such services; and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the services in accordance with the Procurement Packet, the Policy Council of Hidalgo County Head Start Program

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. HCHSP and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Head Start Program**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. During the term of this Contract, Company shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit “A” Procurement Packet and Company’s Response. Services shall be performed within **Hidalgo County** following a request for Services by the **Program** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further, Hidalgo County Head Start Program reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.
3. **Term.** This Contract shall be for a period of two **(2) year(s)**, commencing on May 18, 2023 and expiring on May 17, 2025 and may be extended at the sole discretion of Hidalgo County Head Start Program for an additional **one (1) year** term under the same rates, terms and conditions unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County Head Start Program also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and under the same rates, terms and conditions.

4. **Licenses.** As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services. If such license or permit is suspended or revoked, this Agreement shall automatically be terminated, and Company shall immediately notify HCHSP.

5. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services, if applicable.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. **Consideration.** As consideration for rendering the Service provided for in this Contract, HCHSP agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

8. **Insurance:** Consistent with its status as an independent contractor and at its sole expense, Company agrees that throughout the duration of the work under this contract and any extension hereof, it shall provide and maintain any and all insurances and abide by any requirements which are specified in the Procurement Packet/Specifications and/or which may be necessary in providing Services or are otherwise required by law. Insurance policies shall cover, but are not limited to, Bidder's activities and all persons, vehicles, equipment and property connected with providing Services, to include theft or loss. The amount of insurance required shall be in accordance with amounts specified by HCHSP or as prescribed by law, but in no event shall any amount be less than the minimum amounts prescribed by law, including, but not limited to the Texas Tort Claims Act. These requirements do not establish limits of Company's liability. Any and all applicable insurance requirements and amounts are incorporated herein by reference for all purposes. Company is responsible for ensuring all required insurance policies are valid for the duration of the contract. All insurance policies are to be issued by an insurance company authorized to do business in the State of Texas and acceptable to HCHSP. Company shall cause all subcontractors utilized by Company to also comply with these specifications. Company shall furnish to County certificate(s) of coverage, and all renewals throughout the duration of the Project, issued by the insurer that such insurance is in full force and effect. (See Exhibit "C" attached hereto and incorporated herein for all purposes). For each applicable policy, Company shall name HCHSP as an additional insured. Company shall notify HCHSP a minimum of thirty (30) days in advance of cancellation of all or part of a policy. Company shall make any other insurance documentation available to HCHSP upon request.

9. **Indemnification.** Company shall indemnify and hold harmless HCHSP, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. **Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that HCHSP has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. **Notice.** Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to HCHSP: Hidalgo County Head Start Program
 Attn: Ms. Irma Peña, Executive Director
 P.O. Box 0117
 Edinburg, Texas 78540

If to Company: Versidi, Inc.,
 DBA, Teach Us Texas
 Attn: Brandon Jouganatos
 Managing Director
 1201 Fannin St. Ste 262
 Houston, TX 77002

Provisions. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. **Termination.** This Agreement may be terminated by HCHSP without cause upon thirty (30) days written notice.

16. **Successors.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, HCHSP does not appropriate sufficient funds to meet the obligations of the Program under this Agreement, HCHSP may terminate this Agreement upon ninety (90) days written notice to Company. HCHSP agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of HCHSP. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code*

§271.903: In the event that, during any term hereof, the HCHSP not appropriate sufficient funds to meet the obligations of HCHSP under this Agreement, HCHSP may terminate this Agreement upon ninety (90) days written notice to Company, HCHSP agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate this at the expiration of each budget period of HCHSP in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

19. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

20. **Immunities:** Nothing in this Agreement is intended to and HCHSP does not hereby waive, release or relinquish any right to assert any of the defenses HCHSP enjoys by virtue of the state or federal constitution, laws, rules or regulations, and any sovereign, official or qualified immunity available to HCHSP as to any claim or action of any person, entity, or individual against HCHSP.

21. **Nondiscrimination:** Company, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

22. **Additional Documents:** The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this contract/agreement.

23. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.327, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, HCHSP contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED as of the day and year first written above.

APPROVED BY COMMISSIONERS' COURT ON May 16, 2023.


Executive Office: _____

VENDOR:

Brandon Jouganatos
Managing Director

Date

Hidalgo County Head Start Program



Honorable Richard Cortez
Hidalgo County Judge



Irma Peña, Executive Director
Hidalgo County Head Start Program


5/22/2023

Date

5/19/2023

Date

ATTEST:



Arturo Guajardo, Jr.
Hidalgo County Clerk



Approved As To Form:
Ricardo González, P.C.
DBA, Oxford & González

APPROVED BY
COMMISSIONERS COURT
ON: 5-16-23 mm

By: _____
Ricardo González

EXHIBIT A
“SCOPE OF WORK”

The Scope of Work will include the following: Academic Program

- Plan of Study
- Test Preparation Support
- Meets TEA Code Requirements

Compliance:

Coursework and/or training for candidates seeking initial certification in the classroom teacher certification class. An EPP shall provide each candidate with a minimum of 300 clock-hours of coursework and/or training. An EPP shall provide a minimum of 200 clock-hours of coursework and/or training for a candidate seeking a Trade and Industrial Workforce Training certificate as specified by §233.14(e) of this title (relating to Career and Technical Education (Certificates requiring experience and preparation in a skill area)).

Block 1A and 1B Courses	
1	<i>Professionalism and Professional Development</i>
2	<i>Equitable Practices in Professional Pedagogy and Responsibility</i>
3	<i>Inclusive Environments and Strategies</i>
4	<i>Subject-Specific Pedagogy and Professional Practices</i>
5	<i>Diverse Learners, Families, and Communities</i>

Components of RFP	Evidence and Overall Program Short Narrative	Course#(s)
Short Narrative	<p>The Teach Us Texas EC-6 program models the practices we hope to develop and instill within our candidates. Beginning with a shared understanding of the important role of being a teacher in <i>Professionalism and Professional Development</i> and incorporating reflective practices for both educators and students in <i>Equitable Practices in Professional Pedagogy and Responsibility</i>, candidates engage in developing the pedagogical and social and emotional skills needed to effectively reach all learners. Further, candidates explore the ways our students' assets and the environment we create adds to both a positive class climate and community within <i>Inclusive Environments and Strategies</i>. As candidates participate in identifying the varying needs of learners and applying evidence-based practices through differentiation within special populations, they design activities to increase learner engagement and strengthen home-school connections in <i>Diverse Learners, Families, and Communities</i>.</p> <p>Underlying the courses are the Teach US Social and Emotional Learning professional development series that are embedded and aligned within the course content. Seeing the positive correlation SEL has within educator skills and learners' academic outcomes, the cultivation of social and emotional skills within our candidates is a critical part of promoting and embodying a culture care.</p>	1-5
Plan of Study for August 1st Internship Eligibility	<p>Block 1A: (see course sequence) Block 1A centers on candidate engagement in course modules to develop background knowledge in understanding</p>	1-5

	<p>the context of diverse learners, deepened through reflective practices, establishing positive classroom environments, and addressing diverse learner needs.</p> <p>Candidates engage in learning activities and demonstrate proficiency through module assignments to meet the learning outcomes throughout the courses. Coursework will support candidates' knowledge and application for the Core EC-6 and STR exams.</p> <p>Block 1B: (see course sequence) Block 1B extends candidate learning within each course by providing a culminating assignment (e.g., signature assignments) that synthesizes learning. This provides candidates an opportunity to demonstrate proficiency of course learning outcomes and deepens candidate knowledge of content and strengthening skills.</p>	
Test Preparation and Support for EC – 6 Certification and Bilingual Certification	<p>Course 4 is EC – 6 Test Prep</p> <p>Course 6 is STR Test Prep</p>	4
Ensure that Accelerated Certification Program (ACP) candidates meet all TEA Code Requirements:		
1) 150 clock-hours of coursework and/or training that allows candidates to demonstrate proficiency in:		
<p>(a) designing clear, well-organized, sequential, engaging, and flexible lessons that reflect best practice, align with standards and related content, are appropriate for diverse learners and encourage higher-order thinking, persistence, and achievement</p>	<p>Narrative: <i>Subject-Specific Pedagogy and Professional Practices</i> addresses standards aligned content that is assessed through proficiency in knowledge of content and skills that are appropriate in meeting diverse learners' needs, engage in high-order thinking through application and delivery of content.</p> <p>In <i>Equitable Practices in Professional Pedagogy and Responsibility and Inclusive Environments and Strategies</i> candidates experience a virtual class setting and analyzing class profiles that include diverse learner backgrounds. Engaging lessons within the experience are grade level appropriate and aligned with content standards. Candidates make in-the-moment decisions that are reflective of best practices to make content accessible to diverse learners. The virtual field-based experience begins with supports that reflect pedagogical practices and monitoring progress, followed by addressing classroom management. Candidates then transition into classroom environment, teaching styles, cognition and emotion, content area instruction, and differentiation.</p> <p>Evidence:</p>	2, 3, 4

	<ul style="list-style-type: none"> ○ <i>*Benchmark Assessment of subject matter knowledge- scores must indicate 80% - evidence in the Canvas course.</i> ○ Virtual Field-Based Experience & Reflection Virtual Field-Based Experience & Reflection .pdf 	
(b) formally and informally collecting, analyzing, and using student progress data to inform instruction and make needed lesson adjustments	<p>Narrative: In <i>Equitable Practices in Professional Pedagogy, Responsibility and Inclusive Environments and Strategies</i>, and <i>Diverse Learners, Families, and Communities</i> Candidates collect a range of student data from their field-based experiences alongside state/regional/school data to inform instructional plans.</p> <p>Evidence:</p> <ul style="list-style-type: none"> ○ Virtual Field-Based Experience & Reflection Virtual Field-Based Experience & Reflection .pdf 	2, 3, 5
(c) ensuring high levels of learning, social emotional development, and achievement for all students through knowledge of students, proven practices, and differentiated instruction	<p>Narrative: Throughout our course structure, professional development is provided in partnership with Urban Assembly that focuses on research-based social and emotional learning practices for both educators and students. SEL skills prepare candidates to develop a test-taking mindset, incorporate evidence-based SEL practices, and cultivate a sense of belonging. Developing these skills also requires an understanding of diverse student needs and infusing background knowledge that is responsive to plan for differentiated instruction. Within coursework, candidates engage in understanding unique needs within special populations and ways to explicitly address students through differentiated instruction.</p> <p>Evidence:</p> <ul style="list-style-type: none"> ○ Guided Notes_ Educator SEL: Guided Notes Educator SEL.pdf ○ Course 5 Module 1 Assignment: Course 5 Module 1 Assignment Differentiating Instruction to Meet Diverse Learner Needs .pdf 	1-5
(d) clearly and accurately communicating to support persistence, deeper learning, and effective effort.	<p>Narrative: In <i>Inclusive Environments and Strategies</i>, candidates apply a culturally responsive lens using Hammond’s Ready for Rigor framework to consider in communication and lesson plan development. Further candidates create examples of communication that involves the collaboration of students in co-developing classroom norms. In <i>Diverse Learners, Families, and Communities</i>, candidates design student-led conferencing to communicate student progress and include students in the process of developing their own learning.</p> <p>Evidence:</p>	3, 5

	<ul style="list-style-type: none"> ○ Course 3 Guided Notes: Promoting Culturally Responsive SEL in the Classroom- Evidence Based Practices Course 3 Guided Notes Promoting Culturally Responsive SEL in the Classroom Evidence-Based Practices.pdf ○ Course 3 Rubric: Communicating Plans and Strategies to Create a Safe and Inclusive Classroom Course 3 Rubric Communicating Plans and Strategies to Create a Safe and Inclusive Classroom.pdf ○ Course 5 Module 3 (Condensed) Student-Led Communication with Teachers, Families/Caregivers Course 5 Module 3 Condensed Student-Led Communication with Teachers Families Caregivers.pdf 	
(e) organizing a safe, accessible, and efficient classroom	<p>Narrative: <i>Inclusive Environments and Strategies and Diverse Learners, Families, and Communities</i></p> <p>Evidence:</p> <ul style="list-style-type: none"> ● Course 3 Module Assignment: Inclusive Classroom Communication Course 3 Module 2 Assignment Inclusive Classroom Communication.pdf ● Course 3 Rubric: Communicating Plans and Strategies to Create a Safe and Inclusive Classroom Course 3 Rubric Communicating Plans and Strategies to Create a Safe and Inclusive Classroom.pdf ● Course 5 Module 2 (Condensed) Designing a Positive Class Climate to Address and Monitor Diverse Learners Course 5 Module 2 Condensed Designing a Positive Class Climate to Address and Monitor Diverse Learners.pdf 	3, 5
(f) establishing, communicating, and maintaining clear expectations for student behavior	<p>Narrative: In <i>Inclusive Environments and Strategies</i>, candidates are provided with opportunities to create meaningful and practical assignments that indicate their knowledge of communicating expectations of their students while also engaging students in the process through collaborative class norms.</p> <p>Evidence:</p> <ul style="list-style-type: none"> ● Course 3 Module Assignment: Inclusive Classroom Communication Course 3 Module 2 Assignment Inclusive Classroom Communication.pdf 	3
(g) leading a mutually respectful and collaborative class of actively engaged learners	<p>Narrative: In <i>Inclusive Environments and Strategies and Diverse Learners, Families, and Communities</i> candidates create space to co-develop classroom norms with their students, use students' assets to connect in lesson planning, and support students in leading in their own learning process through student-led conferences. This promotes student</p>	3, 5

	<p>engagement through self-reflection, understanding their own strengths and areas of growth, and developing realistic short- and long-term goals.</p> <p>Evidence:</p> <ul style="list-style-type: none"> • Course 3 Guided Notes: Promoting Culturally Responsive SEL in the Classroom- Evidence Based Practices Course 3 Guided Notes Promoting Culturally Responsive SEL in the Classroom Evidence-Based Practices.pdf • Course 5 Module 3 (Condensed) Student-Led Communication with Teachers, Families/Caregivers Course 5 Module 3 Condensed Student-Led Communication with Teachers Families Caregivers.pdf 	
(h) meeting expectations for attendance, professional appearance, decorum, procedural, ethical, legal, and statutory responsibilities	<p>All candidates are required to complete with 100% completion and passing, <i>Preparation for the Profession</i> which include modules for candidates to demonstrate an understanding of an agreement with Texas' Code of Ethics and Professional Practices. Further, candidates are required to take and complete a code of ethics and conduct attestation.</p> <p>Evidence:</p> <ul style="list-style-type: none"> ○ Code of Ethics and Conduct Attestation: Course 1 Code of Ethics and Conduct Attestation.pdf 	1
(i) reflect on his or her practice	<p>Narrative: Candidates begin the coursework in <i>Equitable Practices in Professional Pedagogy and Responsibility</i> by learning about and understanding the role of reflection to improve instructional practices. Candidates engage in reflective practices and develop reflective questions for students to</p> <p>Evidence:</p> <ul style="list-style-type: none"> • Course 2 Rubric: Reflective Snapshot Course 2 Rubric Reflective Snapshot.pdf • Course 3 Guided Notes: Promoting Culturally Responsive SEL in the Classroom- Evidence Based Practices Course 3 Guided Notes Promoting Culturally Responsive SEL in the Classroom Evidence-Based Practices.pdf 	2, 5
(j) effectively communicating with students, families, colleagues, and community members	<p>Narrative: In <i>Inclusive Environments and Strategies</i> and <i>Diverse Learners, Families, and Communities</i> candidates create communication with students, families and community members. In <i>Diverse Learners, Families, and Communities</i> extend upon these connections by considering the qualities of their students in their future success as</p>	3, 5

	<p>graduates, that incorporates candidate ideas to leverage family and community contributions and connections.</p> <p>Evidence:</p> <ul style="list-style-type: none">○ Course 3 Rubric: Communicating Plans and Strategies to Create a Safe and Inclusive Classroom <u>Course 3 Rubric Communicating Plans and Strategies to Create a Safe and Inclusive Classroom.pdf</u>○ Course 5 Module 3 (Condensed) Student-Led Communication with Teachers, Families/Caregivers <u>Course 5 Module 3 Condensed Student-Led Communication with Teachers Families Caregivers.pdf</u>○ Course 5 Signature Assignment Description <u>Course 5 Signature Assignment Description.pdf</u>	
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EXHIBIT B

“COST”

Exhibit B

RFP. 2023-003-05-05-AS

TOTAL COST PER STUDENT	
Individual Student Rate	\$5,641.00

Certificate of Interested Parties (Form 1295)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Versidi Inc. dba Teach Us
Houston, TX United States

Certificate Number:
2023-1016995

Date Filed:
05/05/2023

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Hidalgo County Head Start Program

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

23-003-05-17AS
RFP Scope of Work with Hidalgo County Head Start Program

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is _____ and my date of birth is 09/04/1969.

Lori Piowski
My address is 6 Forest Green Trail, Kingwood, TX, 77339, US
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of TX, on the 5 day of May, 2023.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)