

Northwest Independent School District School Board Agenda

2001 Texan Drive, Fort Worth, TX 76177-0070

A Regular meeting of the Board of Trustees of Northwest Independent School District will be held August 10, 2020, beginning at 5:30 PM in the Northwest ISD Board Room, 2001 Texan Drive, Fort Worth, Texas 76177.

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. CALL TO ORDER

II. CLOSED SESSION

A. Pursuant to Texas Government Code Section 551.071: For the purpose of a private consultation with the Board's attorney, in person or by telephone, about: pending or contemplated litigation; or a settlement offer; or a matter in which the duty of the attorney to the Board under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflicts with Chapter 551 of the Texas Government Code.

B. Pursuant to Texas Government Code Section 551.072: For the purpose of deliberating the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the Board in negotiations with a third person. Consider property acquisition for future school sites.

C. Pursuant to Texas Government Code Section 551.074: For the purpose of deliberating the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee, unless the officer or employee who is the subject of the deliberation or hearing requests an open hearing. Superintendent Evaluation.

III. PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE 4

IV. CLOSE PUBLIC MEETING FOR BUDGET AND PROPOSED TAX RATE

V. RECONVENE REGULAR MEETING

VI. INVOCATION AND PLEDGE OF ALLEGIANCE

VII. PUBLIC PARTICIPATION

VIII. CONSENT AGENDA

A. Personnel recommendations, including reorganizing and assigning administrative duties and titles, extension, hiring, and/or renewal/non-renewal of contracts of individual teachers, administrators, principals, support staff, assistant superintendents, and resignations. 6

B. Minutes for the June 4, 2020, June 8, 2020, June 15, 2020, June 29, 2020, and July 27, 2020 School Board Meetings. 7

C. Amendments to the 2020-2021 Operating Budget. 19

D. Memorandum of Understanding with Denton County Juvenile Justice Alternative Education Program.	22
E. Agreement with MedStar Mobile Healthcare for Special Event Medical Services.	31
F. Interlocal Agreement with the City of Roanoke, Texas for School Resource Officer Services, Amendment No. 2.	40
G. Interlocal Agreement with Wise County, Texas for School Resource Officer Services, Amendment No. 3.	42
H. Interlocal Agreement with the Town of Trophy Club, Texas for School Resource Officer Services, Amendment No. 4.	45
I. Renewal of 4-H Resolution Between Northwest ISD and Denton County.	47
J. Clinical Teaching Affiliation Agreement with iTeach Texas.	56
K. Clinical Teaching Memorandum of Understanding with Education Service Center Region 11.	59
L. Memorandum of Understanding with University of North Texas for Student Teachers.	70
M. Student Teaching Agreement with Western Governors University.	76
N. Memorandum of Understanding with Region 11 - Reading Academies TEA Grant Project Blended Cohorts.	82
O. Memorandum of Understanding with Texas Juvenile Justice Department - McFadden Ranch.	87
P. RFP #020-021-07-001 Maintenance Equipment, Parts, Supplies and Turnkey Services - Supplemental.	129
Q. Declaration of Surplus Property.	131
IX. CONSIDER ANY ITEM REMOVED FROM THE CONSENT AGENDA	
X. DISCUSSION/ACTION	
A. Consider Amended Order for Board of Trustee Election. - Action Item	133
B. Resolution of the Northwest ISD Levying the Tax Rate for the Northwest ISD for the Tax Year 2020 and Providing for an Effective Date. - Action Item	137
C. Consider and Act on an Order Calling a Special Election for Northwest Independent School District. - Discussion/Action Item	140
D. Agreement for the Purchase of Attendance Credits. - Discussion/Action Item	156
E. Resolution Declaring Hazardous Transportation Conditions for the 2020-2021 School Year. - Discussion/Action Item	160
F. Consideration and Possible Endorsement of a Nominated Individual for the TASB Board of Directors from TASB Region 11, Position B. - Discussion/Action Item	163
G. Consideration and Possible Endorsement of a Nominated Individual for the TASB Board of Directors from TASB Region 11, Position C. - Discussion/Action Item	170
H. Resolution Regarding Delegation of Authority During the COVID-19 Emergency. - Discussion/Action Item	199
XI. REPORTS	
A. 2019-2020 School Health Advisory Council Report.	207
B. June Financial Year in Review.	208

XII. BOARD PRESIDENT'S REPORT

- A. District-wide Activities.
- B. NSBA, TASB, and NTAASB Meetings, Workshops, and Conferences.
- C. Discussion of Superintendent Evaluation.

XIII. SUPERINTENDENT'S REPORT

- A. District-wide Activities.
- B. Legislative Update.
- C. COVID-19 Update.

XIV. ADJOURN



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Public Meeting to Discuss Budget and Proposed Tax Rate
Date: August 10, 2020

Background Information and Rationale:

Sections 44.002 through 44.006 of the Texas Education Code establish the legal basis for budget development in school districts.

Certified Estimate of Appraisal Value:

The Central Appraisal District's June Certified Estimates for the 2020 Certified and Under Protest Appraisal Totals were used for the June 29th budget adoption. The Central Appraisal Districts certified the tax roll on July 25th based on property values as of January 1st of 2020. The July 25th 2020 Certified and Under Protest Appraisal Totals are being used for the August 10, 2020 tax rate adoption. Wise County and Tarrant County have provided Certified Totals. Denton County has provided a Certified Estimate.

Public Meeting to Discuss Budget and Proposed Tax Rate:

The Board of Trustees is finalizing the Tax Rate Adoption phase of the budget process as outlined on the Budget Calendar for the Year 2020 – 2021. The Board of Trustees adopted the budget at the June 29, 2020 regular meeting. The adoption of the tax rate is scheduled for later tonight.

The required quarter page NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE was published on Wednesday, July 29th in the Denton Record Chronicle.

With the passage of House Bill 3, school districts will no longer set their own M&O tax rates. This part of the district's tax rate will be computed by the Texas Education Agency based upon tax compression calculations. These calculations are based upon the district's property value growth vs the State's average. On July 31, 2020, NISD submitted its certified values from both 2019 and 2020, to the Texas Education Agency.

Based upon those values, the NISD M&O compressed rate for the 2020-2021 school year will be \$.8763/100 of property value. The addition of the 4 golden pennies will bring the total M&O rate to \$.9163. Then the addition of 13 more pennies, due to a VATRE, would bring the total M&O tax rate to \$1.0463/100 of property value.

After conversations with our Financial Advisor, analyzing our current outstanding debt, planning for future bond elections, and projecting future property values, we feel that the I&S tax rate portion of the Total Tax Rate can be reduced by \$.03 from \$.45 in the 19-20 fiscal year to \$.42/100 for 20-21.

2020 – 2021 Proposed Total Tax Rate

Maintenance & Operations (M&O) Tax Rate	\$1.0463
Interest & Sinking (I&S) Tax Rate	<u>0.4200</u>
Total Tax Rate	<u>\$1.4663</u>

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact:

Approving the tax rate funds the Adopted Budget for the Year Ending June 30, 2021. The addition of \$.13 to the M&O rate, via an approved VATRE, is currently estimated to result in an additional \$21,000,000 of additional state/local revenue to NISD.

Recommendation:

There is no recommendation, as this is a public meeting.

Respectfully submitted,



Ryder Warren, Ed.D.
Superintendent



Brian Carter
Chief Financial Officer



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Personnel Recommendations
Date: August 10, 2020

Background Information and Rationale: In order to achieve the District's goal to recruit, value, and retain exceptional staff to create a rewarding learning environment, we are submitting the attached list of candidates that have been selected and recommended by the administration for contract approval. We are also submitting a list of resignations for your acknowledgement.

Support of Strategic Goals:

- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.

Budget and/or Fund Impact: These positions have been included in the 2020-2021 budget.

Recommendation: Approve contracts as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Kim Caley, Ed.D.
Assistant Superintendent for Human Resources



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Minutes for the June 8, 2020, June 15, 2020, June 29, 2020 and July 27, 2020 School Board Meetings
Date: August 10, 2020

Background Information and Rationale: Minutes from the school board meeting held in June and July 2020 are being submitted for approval by the Board as required by the Texas Education Agency in the Texas School Law Bulletin (551.021).

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: None.

Recommendation: Approve minutes as submitted.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Kim Caley, Ed.D.
Assistant Superintendent
for Human Resources

Brenda Withers
Recording Secretary

**OFFICIAL MINUTES
BOARD OF TRUSTEES
NORTHWEST INDEPENDENT SCHOOL DISTRICT
June 4, 2020
SPECIAL MEETING**

CALL TO ORDER

The meeting was called to order at 1:01 P.M. by President Judy Copp via videoconference.

OPEN SESSION

The special meeting began at 1:01 P.M. via videoconference.

SPECIAL MEETING Ms. Copp, Mr. Sprowls, Dr. Simpson
MEMBERS PRESENT: Dr. Rauch, Mr. Hastings, and Ms. Hatfield

MEMBERS ABSENT: Mr. Schluter

OTHERS PRESENT: Dr. Warren, Ms. Hobbs, Ms. Carlisle and Ms. Scott

PUBLIC PARTICIPATION

Brenda Withers read public comments that were submitted in support of a student.

CLOSED SESSION

Pursuant to Texas Government Code Section 551.0821, 551.074, and 552.082 the Board moved into closed session for the level three hearings at 1:40 P.M. as listed:

Level three appeal hearing of B. R. and K. R., pursuant to Board Policy FNG (Legal) and FNG (Local).

Level three appeal hearing of A. P. and J. S., pursuant to Board Policy FNG (Legal) and FNG (Local).

Pursuant to Texas Government Code Section 552.082 the Board deliberated the cases, complaints and/or charges and consulted with legal counsel.

Executive session ended at 5:40 P.M. and the Board returned to open session at 5:55 P.M.

NO. 7969 APPROVE MODIFYING THE FINDINGS IN LEVEL TWO: It was moved by Dr. Rauch and seconded by Mr. Hastings to

1. Uphold the level two decision;
2. Maintain the one-year ban from extracurricular activities, but
3. Allow C. R. to try out for drill team, and
4. If she makes the team, return to full participation in drill team after the one-year anniversary of the date of the offense.

Motion carried 5 - 1. Mr. Sprowls voting against and Mr. Schluter absent.

NO. 7970 APPROVE DENYING RELIEF: It was moved by Mr. Hastings and seconded by Ms. Hatfield to deny the relief requested in the level three appeal of A. P. and J. S. and uphold the level two decision. Motion carried 6-0. Mr. Schluter absent.

Several Board members then requested that the student code of conduct be revised to better accommodate students in these situations.

NO. 7971 ADJOURN: It was moved by Dr. Rauch and seconded by Ms. Hatfield to adjourn at 6:00 P.M. Motion carried unanimously 6-0. Mr. Schluter absent.

Judy Copp, President **2942** A. Lillian Rauch, Secretary

**OFFICIAL MINUTES
BOARD OF TRUSTEES
NORTHWEST INDEPENDENT SCHOOL DISTRICT
June 8 2020
REGULAR MEETING**

CALL TO ORDER

The meeting was called to order at 5:30 P.M. by President Judy Copp via videoconference.

CLOSED SESSION

Pursuant to Texas Government Code Sections 551.071, 551.072, and 551.074, the Board convened into Executive Session at 5:33 P.M. via videoconference. Executive session ended at 5:55 P.M.

OPEN SESSION

The regular meeting resumed at 6:00 P.M. via videoconference. Dr. Ryder Warren gave the invocation followed by the pledge to the American Flag and the pledge to the Texas Flag.

REGULAR MEETING Ms. Copp, Mr. Sprowls, Mr. Schluter, Dr. Simpson
MEMBERS PRESENT: Dr. Rauch, Mr. Hastings, and Ms. Hatfield

MEMBERS ABSENT:None

OTHERS PRESENT: Dr. Warren, Dr. Griffin, Dr. Caley, Mr. McClure,
Mr. Carter, Ms. Hobbs, Ms. Carlisle and Ms. Scott

PUBLIC PARTICIPATION

Brenda Withers read the public comments that were submitted for June 8, 2020.

REPORT AND ACTION ITEMS

Dr. Simpson asked that items F, H, J and M be removed from the consent agenda for discussion.

NO. 7972 APPROVE CONSENT AGENDA: It was moved by Mr. Schluter and seconded by Mr. Hastings to approve the consent agenda with items F, H, J & M removed:

- A. Personnel recommendations, including reorganizing and assigning administrative duties and titles, extension, hiring, and/or renewal/non-renewal of contracts of individual teachers, administrators, principals, support staff, assistant superintendents, and resignations.
- B. Minutes for the May 18, 2020 school board meeting.
- C. Amendments to the 2019-2020 operating budget.

- D. 2020-2021 Region XI contract for administrative and business services, comprehensive services, instructional services, and technology.
 - E. Gifts to the District that provide a public purpose and meet the criteria for acceptance in board policy.
 - F. Removed
 - G. TEA Covid 19 waivers.
 - H. Removed
 - I. Interlocal cooperative purchasing agreement with Denton County.
 - J. Removed
 - K. Ratification of agreement with MedStar for graduation services.
 - L. CSP #020-022-05-027 indoor golf facility.
 - M. Removed
 - N. Property insurance renewal.
- Motion carried unanimously 7-0.

NO. 7973 MOVING AGENDA ITEMS: It was moved by Dr. Simpson and seconded by Ms. Hatfield to move consent agenda Items F, Cooperative Program Agreement with the University of Texas at Austin, Office of Strategy and Policy for the OnRamps Program and Item H, Interlocal agreement with Wise Health System to the agenda for the board meeting on Monday, June 15, 2020. Motion carried 4-2. Ms. Hastings and Mr. Schluter voting no and Mr. Sprowls had stepped out.

NO. 7974 MOVING AGENDA ITEM: It was moved by Mr. Schluter and seconded by Dr. Simpson to postpone consent agenda item J, student Transportation Services - Reliant Transportation amendment #3 to the June 15th agenda. Motion carried unanimously 7-0.

NO. 7975 APPROVE PHARMACY SERVICES AGREEMENT: It was moved by Mr. Schluter and seconded by Dr. Rauch to approve the pharmacy services agreement (consent agenda item M.). Motion carried unanimously 7-0.

NO. 7976 APPROVE NAMING THE PRINCIPAL OF SAMUEL BECK ELEMENTARY SCHOOL: It was moved by Dr. Rauch and seconded by Mr. Hastings to name Amanda Bunch as the principal of Samuel Beck Elementary School as recommended by the administration. Motion carried unanimously 7-0.

NO. 7977 APPROVE THE RESOLUTION OF THE BOARD OF TRUSTEES OF THE NORTHWEST ISD APPROVING SUPPORT BY THE NORTHWEST ISD OF THE NORTHWEST ISD EDUCATION FOUNDATION: It was moved by Mr. Hastings and seconded by Dr. Simpson to adopt the resolution of the Board of Trustees of Northwest ISD approving support by the Northwest ISD of the Northwest Education Foundation. Motion carried unanimously 7-0.

NO. 7978 APPROVE THE MEMORANDUM OF UNDERSTANDING WITH THE NORTHWEST ISD EDUCATION FOUNDATION: It was moved by Mr. Hastings and seconded by Ms. Hatfield to adopt the memorandum of understanding with the Northwest ISD Education Foundation. Motion carried unanimously 7-0.

NO. 7979 APPROVE NOTICE OF PUBLIC MEETING TO DISCUSS THE BUDGET AND PROPOSED TAX RATE: It was moved by Ms. Hatfield and seconded by Dr. Simpson to approve the notice of public meeting to discuss the budget and proposed tax rate as recommended by the administration. Motion carried unanimously 7-0.

NO. 7980 APPROVE THE ARCHITECTURAL PROJECT ASSIGNMENT, DELIVERY AND FEES: It was moved by Mr. Schluter and seconded by Mr. Hastings to approve the reallocation of \$2,500,000 for design services fees, as outlined. Approve Hatfield Elementary School replacement, Seven Hills Elementary School replacement, and the Northwest High School additions and renovations to be assigned to Huckabee. Approve competitive sealed proposal (CSP) as the construction delivery method for Hatfield Elementary School replacement, Seven Hills Elementary School replacement, and middle school #7. Approve construction manager at risk (CMR) as the construction delivery method for the Northwest High School addition and renovations. Motion carried unanimously 7-0.

Dr. Mary Seltzer presented the 2020-2021 student handbook and student code of conduct for discussion. The board asked that the extra-curricular code of conduct be reviewed carefully.

Bob Templeton presented the demographic report.

Dr. Carri Eddy presented the Student Services district effectiveness report.

Dr. Michael Griffin presented part three of the academic recovery report.

Ms. Copp presented the Board President's report.

Dr. Warren presented the Superintendent's report

NO. 7981 ADJOURN: It was moved by Dr. Rauch and seconded by Mr. Schluter to adjourn at 9:00 P.M. Motion carried unanimously 7-0.

**OFFICIAL MINUTES
BOARD OF TRUSTEES
NORTHWEST INDEPENDENT SCHOOL DISTRICT
June 15 2020
SPECIAL MEETING**

CALL TO ORDER

The meeting was called to order at 5:30 P.M. by President Judy Copp in the Northwest ISD Board Room, 2001 Texan Drive, Fort Worth, Texas 76177.

BOARD WORKSHOP

A Board workshop was opened at 5:32 P.M. Brian Carter and Dr. Ryder Warren presented reports on the 2020-2021 budget process. The budget workshop ended at 7:19 P.M.

OPEN SESSION

The special meeting resumed at 7:20 P.M. in the Northwest ISD Board Room, 2001 Texan Drive, Fort Worth, Texas 76177.

REGULAR MEETING Ms. Copp, Mr. Sprowls, Mr. Schluter, Dr. Simpson
MEMBERS PRESENT: Dr. Rauch, Mr. Hastings, and Ms. Hatfield

MEMBERS ABSENT:None

OTHERS PRESENT: Dr. Warren, Dr. Griffin, Dr. Caley, Mr. McClure,
Mr. Carter, Ms. Hobbs, and Ms. Scott

REPORT AND ACTION ITEMS

NO. 7982 APPROVE COOPERATIVE PROGRAM AGREEMENT WITH THE UNIVERSITY OF TEXAS AT AUSTIN OFFICE OF STRATEGY AND POLICY FOR ONRAMPS PROGRAM:
It was moved by Mr. Schluter and seconded by Mr. Hastings to approve the cooperative program agreement with the University of Texas at Austin Office of Strategy and Policy for the OnRamps program as recommended by the administration. Motion carried unanimously 7-0.

NO. 7983 APPROVE THE INTERLOCAL AGREEMENT WITH WISE HEALTH SYSTEM:
It was moved by Mr. Hastings and seconded by Ms. Hatfield to approve the agreement with Wise Health System for athletic trainer services and authorizing the Superintendent or his designee to enter into contract as recommended by the administration. Motion carried unanimously 7-0.

2946

NO. 7984 APPROVE STUDENT TRANSPORTATION SERVICES: It was moved by Mr. Sprowls and seconded by Dr. Rauch to approve amendment number three of the student transportation services agreement with Reliant Transportation Inc., as recommended by the administration. Motion carried 6-1. Dr. Simpson voting no.

NO. 7985 ADJOURN: It was moved by Dr. Rauch and seconded by Mr. Sprowls to adjourn at 7:32 P.M. Motion carried unanimously 7-0.

Judy Copp, President **2947** A. Lillian Rauch, Secretary

**OFFICIAL MINUTES
BOARD OF TRUSTEES
NORTHWEST INDEPENDENT SCHOOL DISTRICT
June 29, 2020
REGULAR MEETING**

CALL TO ORDER

The meeting was called to order at 5:30 P.M. by President Judy Copp via videoconference.

CLOSED SESSION

Pursuant to Texas Government Code Sections 551.071, 551.072, and 551.074, the Board convened into Executive Session at 5:35 P.M. via videoconference. Executive session ended at 5:45 P.M.

PUBLIC HEARING

A public hearing was opened via videoconference at 6:00 P.M. to discuss the 2020-2021 budget and proposed tax rate. Brian Carter presented the report. The Board recessed for 10 minutes to receive public comments. There were none. The hearing ended at 6:30 P.M.

OPEN SESSION

The regular meeting resumed at 6:30 P.M. via videoconference. Dr. Ryder Warren gave the invocation followed by the pledge to the American Flag and the pledge to the Texas Flag.

REGULAR MEETING MEMBERS PRESENT: Ms. Copp, Mr. Sprowls, Mr. Schluter, Dr. Simpson
Dr. Rauch, Mr. Hastings, and Ms. Hatfield

MEMBERS ABSENT:None

OTHERS PRESENT: Dr. Warren, Dr. Griffin, Dr. Caley, Mr. McClure,
Mr. Carter, Ms. Hobbs, Ms. Carlisle and Ms. Scott

PUBLIC PARTICIPATION

Brenda Withers read the public comments that were submitted for June 29, 2020.

REPORT AND ACTION ITEMS

NO. 7986 APPROVE THE REVISION OF THE SUPERINTENDENT'S CONTRACT: It was moved by Ms. Hatfield and seconded by Mr. Hastings to approve the revision of the Superintendent's contract. Motion carried unanimously 7-0.

2948

Items B & I were removed from the ¹⁵consent agenda for discussion.

NO. 7987 APPROVE CONSENT AGENDA: It was moved by Mr. Schluter and seconded by Mr. Hastings to approve the consent agenda with items B & I removed:

- A. Personnel recommendations, including reorganizing and assigning administrative duties and titles, extension, hiring, and/or renewal/non-renewal of contracts of individual teachers, administrators, principals, support staff, assistant superintendents, and resignations.
- B. Removed
- C. Interlocal agreement with Dallas County Community College District - El Centro College for dual credit.
- D. Memorandum of understanding with the Town of Trophy Club for July 4 parking.
- E. Tarrant County JJAEP memorandum of understanding.
- F. Instructional agreement with Tarrant County College for dual credit.
- G. Interlocal agreement with Region 20 special education fiscal support round 2 performance contract.
- H. RFP #020-022-05-028 translation services.
- I. Removed
- J. RFP #020-025-05-026 waste management and single stream recycling.
- K. CSP #B020-021-05-024 network operations center.
- L. Declaration of surplus property.
- M. Shared services agreement for the Fort Worth Regional Day School program for the deaf.
- N. Shared services arrangement for the Denton Regional Day School program for the deaf.
- O. Utility easement for Texas Health at the aquatic center.
- P. 2020 audit engagement letter.
- Q. Commercial lease with Texas Health Resources.
- R. Encroachment agreement with the City of Fort Worth.
- S. Resolution for resale of struck off property.

Motion carried unanimously 7-0.

NO. 7988 APPROVE FINAL AMENDED BUDGET: It was moved by Ms. Hatfield and seconded by Dr. Simpson to approve the final amended budget and the \$3,000,000.00 recapture addition for the year ending June 30, 2020 (consent agenda item B.). Motion carried unanimously 7-0.

NO. 7989 APPROVE ARMORED CAR SERVICES: It was moved by Ms. Hatfield and seconded by Dr. Rauch to approve RFP #020-025-05-025 armored car services (consent agenda item I). Motion carried unanimously 7-0.

2949

NO. 7990 APPROVE THE ADOPTION OF THE BUDGET FOR THE FISCAL YEAR ENDING JUNE 30, 2021: It was moved by Mr. Schluter and seconded by Mr. Hastings to adopt the budget for the fiscal year ending June 30, 2021 as recommended by the administration. Motion carried unanimously 7-0.

NO. 7991 APPROVE THE REVIEW OF THE 2020-2021 STUDENT HANDBOOK AND APPROVAL OF THE STUDENT CODE OF CONDUCT: It was moved by Dr. Rauch and seconded by Mr. Hastings to approve the 2020-2021 student code of conduct as recommended by the administration. Motion carried unanimously 7-0.

Brian Carter presented the May financial and investment report.

Tim McClure and Tommy Osborne presented the facilities, planning and construction monthly update report.

Dr. Warren presented the review summary of the 2019-2020 district improvement plan.

Ms. Copp presented the Board President's report.

Dr. Warren presented the Superintendent's report

NO. 7992 ADJOURN: It was moved by Dr. Rauch and seconded by Mr. Schluter to adjourn at 8:03 P.M. Motion carried unanimously 7-0.

Judy Copp, President

2950

A. Lillian Rauch, Secretary

**OFFICIAL MINUTES
BOARD OF TRUSTEES
NORTHWEST INDEPENDENT SCHOOL DISTRICT
July 27, 2020
SPECIAL MEETING**

CALL TO ORDER

The meeting was called to order at 5:31 P.M. by President Judy Copp via videoconference.

OPEN SESSION

The special meeting began at 5:31 P.M. via videoconference.

REGULAR MEETING Ms. Copp, Mr. Sprowls, Mr. Schluter, Dr. Simpson
MEMBERS PRESENT: Dr. Rauch, Mr. Hastings, and Ms. Hatfield

MEMBERS ABSENT:None

OTHERS PRESENT: Dr. Warren, Dr. Griffin, Dr. Caley, Mr. McClure,
Mr. Carter, Ms. Hobbs, Ms. Weaver, Ms. Carlisle
and Ms. Scott

PUBLIC PARTICIPATION

Brenda Withers read the public comments that were submitted for July 27, 2020.

REPORT AND ACTION ITEMS

NO. 7993 APPROVE THE NOTICE OF PUBLIC MEETING TO DISCUSS THE BUDGET AND PROPOSED TAX RATE: It was moved by Mr. Schluter and seconded by Dr. Simpson to approve the notice of public meeting to discuss the budget and the proposed tax rate as recommended by the administration. Motion carried unanimously 7-0.

NO. 7994 APPROVE THE HVAC REPLACEMENT ON BYRON NELSON HIGH SCHOOL FIELD HOUSE: It was moved by Dr. Simpson and seconded by Mr. Hastings to approve the change order in the amount of \$493,524.00 for the HVAC replacement on Byron Nelson High School field house as recommended by the administration. Motion carried unanimously 7-0.

Dr. Warren and Dr. Griffin presented plans for the 2020-2021 school year.

NO. 7995 ADJOURN: It was moved by Mr. Schluter and seconded by Dr. Rauch to adjourn at 6:59 P.M. Motion carried unanimously 7-0.



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Amendments to the 2020 – 2021 Operating Budget
Date: August 10, 2020

Background Information and Rationale:

Budgets for the General Fund, the Food Service Fund (whether accounted for in the General Fund, a Special Revenue Fund or Enterprise Fund) and the Debt Service Fund must be included in the official district budget (legal or fiscal year basis). A school district must amend the official budget before exceeding a functional expenditure category, i.e., instruction, administration, etc., in the total district budget. Minutes from district board meetings will be used by TEA to record adoption of and amendments to the budget.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact:

Budget amendments are categorized as routine moves for operating purposes from one function code to another or as additional revenues to the budget. Additional revenues, other sources, other uses, and fund balances increasing total expenditures for the 2020 – 2021 Budget:

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
General Fund (Board of Trustee Adoption):		
199 R5929*	Federal Revenues Distributed by TEA	\$ 19,833.00

Recommendation:

Approve amending the 2020 – 2021 Operating Budget as recommended by the Administration.

Respectfully submitted,



Ryder Warren, Ed D.
Superintendent



Brian Carter
Chief Financial Officer



Tanda Dovel
Budget Coordinator

Board Approved Amendments

Code	Description	From	To
Move Function In Budget:			
1991.11.011.11.011.6399.00	General Supplies	\$ 100.00	
1991.53.011.99.011.6399.00	General Supplies		\$ 100.00
Eaton High School			
1991.11.112.11.112.6329.00	Reading Materials	\$ 2,000.00	
1991.13.112.11.112.6329.00	Reading Materials		\$ 2,000.00
Nance Elementary			
1991.11.999.21.021.6219.00	Professional Services	\$ 4,441.00	
1991.11.999.21.021.6399.00	General Supplies	\$ 9,438.00	
1991.13.999.21.021.6299.00	Miscellaneous Contracted Services		\$ 11,000.00
1991.13.999.21.021.6329.00	Reading Materials		\$ 2,879.00
1991.13.818.11.818.6411.00	Employee Travel	\$ 4,763.00	
1991.21.999.99.818.6399.00	General Supplies		\$ 4,763.00
1991.13.810.11.810.6299.20S	Miscellaneous Contracted Services	\$ 463.00	
1991.11.810.11.810.6399.20S	General Supplies		\$ 463.00
1991.13.810.11.810.6399.23E	General Supplies	\$ 9,070.00	
1991.11.810.11.810.6329.23E	Reading Materials		\$ 9,070.00
Administrative Services			
Add To Budget:		Revenue	Expense
1991.R5929.21A	Federal Revenues Distributed by TEA	\$ 7,138.00	
1991.R5929.21D	Federal Revenues Distributed by TEA	\$ (569.00)	
1991.R5929.224	Federal Revenues Distributed by TEA	\$ 9,279.00	
1991.R5929.244	Federal Revenues Distributed by TEA	\$ 227.00	
1991.R5929.255	Federal Revenues Distributed by TEA	\$ 1,957.00	
1991.R5929.263	Federal Revenues Distributed by TEA	\$ 1,205.00	
1991.R5929.289	Federal Revenues Distributed by TEA	\$ 393.00	
1991.R5929.225	Federal Revenues Distributed by TEA	\$ 203.00	
1991.3600.00	Fund Balance		\$ 19,833.00
Indirect Costs			
Total Amendments		\$ 50,108.00	\$ 50,108.00



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Memorandum of Understanding with Denton County Juvenile Justice Alternative Education Program
Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

The Denton County Juvenile Board, in cooperation with 14 school districts in Denton County, provide the juvenile justice alternative educational programming (JJAEP) as specified in Chapter 37 of the Texas Education Code. JJAEP placements are required for students who have been expelled from school for disciplinary reasons. The district will pay \$99 a day for every day of attendance. The term of this agreement is for the 2020-2021 school year.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.

Budget and/or Fund Impact: The amounts for the Memorandum of Understanding with Denton County for JJAEP are budgeted as part of the General Fund

Recommendation: Approve the Memorandum of Understanding with Denton County Juvenile Board as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Executive Director of Purchasing

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into pursuant to Chapter 37 of the Texas Education Code ("TEC") by and between the Independent School Districts ("ISDs") (Denton Independent School District, Aubrey Independent School District, Pilot Point Independent School District, Lewisville Independent School District, Krum Independent School District, Ponder Independent School District, Sanger Independent School District, Argyle Independent School District, Northwest Independent School District, Lake Dallas Independent School District, Little Elm Independent School District, Carrollton-Farmers Branch Independent School District, Valley View Independent School District, Gainesville Independent School District) and the Denton County Juvenile Justice Alternative Education Program ("DCJJAEP") as the agent for the Juvenile Board of Denton County, Texas ("DCJB"), of Denton County, Texas.

WHEREAS Denton County, Texas, has a population greater than 125,000 and the DCJB has been mandated by TEC Section 37.011 to develop a Juvenile Justice Alternative Education Program subject to the approval of the Texas Juvenile Justice Department ("TJJD"); and,

WHEREAS the ISDs are located within Denton County or have requested to participate in the DCJJAEP; and,

WHEREAS the ISDs have been mandated by the TEC Section 37.007 (a), (d), and (e) to expel students for enumerated serious offenses; and,

WHEREAS the ISDs have the discretion to expel students under TEC Sec. 37.007 (b), (c), and (f); TEC Sec 37.0081; TEC Sec 37.309; and,

WHEREAS the Juvenile Court has discretion to order students to attend the DCJJAEP that have not been expelled by an ISD; and,

WHEREAS the State of Texas has determined that public school students who engage in conduct that endangers the school population should be removed from the regular school setting and educated in a separate setting in order for school districts to fulfill their primary mission of educating Texas youth; and,

WHEREAS the State of Texas has directed that Juvenile Courts punish and rehabilitate juvenile offenders; and,

WHEREAS the parties hereto agree that the DCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals of the program being the education of students with *behavioral* problems and rehabilitation of juvenile offenders, but not the treatment of *emotional* problems;

NOW THEREFORE THE PARTIES AGREE THAT:

I. ADMINISTRATION OF DENTON COUNTY JJAEP

1.1. The daily administration for the DCJJAEP will be conducted by the Denton County

Juvenile Probation Department ("DCJPD") under the direction of the Chief Juvenile Probation Officer. The DCJPD shall conform the DCJJAEP to the standards and guidelines of TJJD. Furthermore, the DCJPD shall be responsible for and maintain all reports, data, assessments, and the like necessary to permit and allow compliance with the TEC, including, but not limited to, Chapters 39 and 42 of the TEC.

II. STUDENT PLACEMENT, DUE PROCESS, AND TERM OF PLACEMENT

2.1. The parties to this MOU acknowledge that the TEC §37.010(a) requires that every expelled student who is not detained or receiving treatment under an order of the Juvenile Court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide an educational program to all expelled students.

2.2. Students who are expelled from participating ISDs will be afforded the appropriate due process within the respective ISD as provided by school district policy and federal and state law.

2.3. As the ISDs have elected to contract with the DCJJAEP, as the agent for/of DCJB, pursuant to TEC §37.011(p), for the placement of students expelled under TEC §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 18 years of age, who has been expelled from an ISD may be placed in or ordered or required to attend the DCJJAEP.

2.4. Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to TEC §37.007(a), (d), or (e)), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Texas Family Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider its expulsion decision.

2.5. Every student, under the age of 18 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to TEC §37.007(b), (c), or (f); §37.0081; §37.309), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Tex. Fam. Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider the terms and conditions of its expulsion order.

2.6. The DCJJAEP shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJJAEP ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the Juvenile Court may immediately order the student to attend the DCJJAEP, pending resolution of any ISD disciplinary action, including any expulsion hearings.

2.7. It is the intent of the parties hereto that, for each expelled student who is placed in the

DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Pursuant to TEC §37.010, students must remain in the DCJJAEP for the full period ordered by the Juvenile Court unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court. The Juvenile Court may consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation.

2.8. In order to avoid undue disruption in the educational process of students attending the DCJJAEP under this MOU, in assigning a term of expulsion, the ISD expelling the student shall assign and order a term of expulsion that is not less than thirty (30) school days nor more than 365 days — unless the expelling ISD conducts a review of the student's placement at least every 365 days. A term of placement, except for a term of placement based upon TEC §37.007(e), may be commuted or reduced, by agreement of the DCJJAEP and the ISD, if the student serving same has not violated and is in compliance with the rules and regulations of the DCJJAEP.

2.9. Notwithstanding anything set out herein, an ISD shall not be obligated or required to pay for a Juvenile Court placement when the student has not been expelled from an ISD.

2.10. Notwithstanding anything set out herein, under no circumstance shall an ISD be obligated or required to pay for a Juvenile Court placement or order requiring a student expelled from an ISD as a discretionary expulsion to attend the DCJJAEP beyond the period of expulsion, unless the affected ISD has been notified by the Juvenile Court and said ISD consents, in writing, to such placement, assuming that the student has successfully completed his term of expulsion.

2.11. Administrators of the ISD and the DCJJAEP may agree on deviations from the minimum and maximum length of stay(s) on a case by case basis.

2.12. A student's grievances about the DCJJAEP shall first be addressed to the DCJJAEP Program Supervisor. In the event that the student is not satisfied with the DCJJAEP Program Supervisor's resolution of the grievance, then the student shall address, direct, and state, in writing, his grievance to the DCJJAEP Program Director or designee. The decision of the DCJJAEP Program Director or designee is final.

2.13. It is the intent of the parties that there be no material interruption (i.e., more than three [3] days) in the provision of educational services to expelled students under this MOU. Therefore, the expelling ISD shall direct and order, in writing, the student and parent to appear and enroll at the DCJJAEP on the first business day -- per the Denton County calendar -- following the student's expulsion and FAX a copy of this notice to the DCJJAEP. Any parent or guardian and child who is at the expulsion hearing shall sign the notice before it is transmitted to the DCJJAEP.

2.14. The ISDs shall use best efforts to assist the Juvenile Probation Department in placing all expellees under court orders requiring or mandating attendance in the DCJJAEP.

III. PAYMENT

DAILY RATE -- The daily rate of ninety-nine and no/100s (\$99.00) dollars per student per day in attendance will be charged for each discretionary expulsion (i.e., TEC §37.007(b), (c),

or (f); §37.0081; §37.309) student enrolled in the DCJJAEP. The DCJJAEP shall charge and invoice the ISDs no later than the tenth (10th) day of each and every month that the MOU is in effect. Upon the first day of the month following receipt of an invoice for educational and rehabilitative services provided to ISD students, the ISD will pay the invoiced amount to Denton County. Payments shall be delivered to the Denton County Juvenile Probation Department, 210 S. Woodrow Lane, Denton, Texas 76205. Because TJJD will pay for mandatory expulsions (i.e., TEC §37.007 (a), (d), or (e)), only if a full and complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense, to the extent State and Federal law allow, the expelling ISD shall use its best efforts to make, seek, or participate in the creation of a law enforcement offense report for mandatory expulsions which involve elements of a criminal offense. Notwithstanding anything set out herein, the ISDs shall not be charged, billed, or invoiced for students attending the DCJJAEP as a result of a mandatory expulsion if a complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

IV. SPECIAL SERVICES

4.1. The DCJB and the ISDs shall cooperate in the provision of special services to students placed in the DCJJAEP. In the event a student is placed in the DCJJAEP who has not been identified by the ISD from which the student was expelled as being eligible for special education services, and the DCJJAEP staff believe such student may be eligible to receive such services, the DCJJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services, the DCJJAEP shall implement and be responsible for the academic elements of any program, and the expelling ISD shall implement and deliver any required related services and speech therapy.

4.2. The ISDs will invite a representative of the DCJJAEP to participate in any Admission, Review and Dismissal Committee meeting where expulsion will be considered.

4.3 The DCJJAEP, in collaboration with the ISDs, shall ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address the student's needs, as determined by a language proficiency assessment committee.

4.4 The DCJJAEP, in collaboration with the ISDs, shall ensure that a student who is eligible for services under section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address the student's needs, as determined by a section 504 committee.

V. GENERAL CONDITIONS

5.1. When possible, transportation to and from the DCJJAEP shall be the responsibility of the students' parents; however, in the event a student's family does not own or have access to an operational motor vehicle, then the ISD in which the student resides shall provide transportation services for students attending the DCJJAEP.

5.2. The day-to-day operation of the DCJJAEP will conform to the calendar for Lewisville

ISD for the fall and spring semesters. The calendar for any summer session will be set within TJJJ guidelines.

5.3. The fact that a student has been expelled will not prevent the ISD from developing a policy allowing a student to obtain credit by examination, allowing a student to borrow educational course materials from the school, or allowing a student to arrange tutoring. Neither the ISD nor the DCJJAEP is under an obligation to replicate a student's pre-expulsion course of study.

5.4. While a student is attending the DCJJAEP, that student may not participate in or attend any school district extracurricular activity.

5.5. Parents of students attending the DCJJAEP will receive notice of a child's academic progress at a minimum of every 120 school days.

5.6. Notwithstanding TEC Chapter 26, the DCJJAEP may monitor student activities by technological means, including video and/or audio methods and metal detectors. The DCJJAEP will provide a notice and release for such monitoring to the student and the student's parents.

5.7. The DCJJAEP may receive a student from another county when payment, enrollment, and probationary terms have been arranged and approved by the DCJB, in which case, all of the terms of this MOU will be in effect.

5.8. No later than the 30th day after the end of the school year, the DCJPD will provide a program summary to the ISDs.

5.9. This MOU can be modified only in writing by the DCJB and the ISDs and at such a time as the parties may deem appropriate.

5.10. In accordance with TEC §37.011(l), the ISDs shall provide educational services to a student after expulsion for criminal activity and until an order of a court requiring the student to attend DCJJAEP unless the student is in a placement or the student becomes 18 years old. If a student is expelled for non-criminal behavior not otherwise addressed herein the school district shall provide educational services for the student.

5.11. In conformance with TEC §37.011(k)(5), the DCJJAEP will provide services while the student attends the DCJJAEP for transitioning DCJJAEP students back to the school district. The transition plan shall include consultation between appropriate ISD personnel and DCJJAEP personnel. To assist in the transition process the DCJJAEP may offer in-service training to ISD staff.

5.12. In conformance with TEC § 37.011(k)(8), if a student eligible for or receiving special education services required by law is expelled, the services provided or required to be provided by the ISD shall accompany the student to the DCJJAEP and be provided by the ISD at the DCJJAEP.

VI. STUDENT CODES OF CONDUCT

6.1. The DCJJAEP will be operated pursuant to Chapter 37 of the TEC and this MOU. Each ISD shall develop a Student Code of Conduct specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

6.2. The Student Code of Conduct adopted by each ISD shall identify those categories of conduct that the ISD has defined as constituting serious or persistent misbehavior for which a student may be placed in the DCJJAEP.

6.3 A student may be subject to discretionary expulsion (TEC §37.007(c)), if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. For purposes of this subsection, "serious misbehavior" means:

- 1) deliberate violent behavior that poses a direct threat to the health or safety of others;
- 2) extortion, meaning the gaining of money or other property by force or threat;
- 3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
- 4) conduct that constitutes the offense of:
 - a) public lewdness under Section 21.07, Penal Code;
 - b) indecent exposure under Section 21.08, Penal Code;
 - c) criminal mischief under Section 28.03, Penal Code;
 - d) personal hazing under Section 37.152; or
 - e) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

6.4 The DCJJAEP shall adopt its own Student Code of Conduct in accordance with TEC 37.001

VII. ATTENDANCE

7.1 DCJJAEP shall adopt and implement a student attendance accounting system, whether manual or automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. Said system shall comply with the requirements of Chapter 42 of the TEC and 19 Texas Administrative Code Chapter 129. DCJJAEP shall provide the ISDs with copies of their respective students' attendance records and reports generated by DCJJAEP's attendance accounting system.

7.2 The DCJJAEP may pursue Truant conduct charges for those students who violate compulsory school attendance laws according to 25.085 of the Education Code.

VIII. LANGUAGE SERVICES AND ASSESSMENTS

8.1 Each ISD shall bear the sole and exclusive responsibility for all matters related to the delivery and retrieval of statewide assessment testing materials for students from the ISD. The DCJJAEP shall bear the responsibility of testing students from each ISD placed in the DCJJAEP.

IX. TRANSITION SERVICES

9.1. DCJJAEP shall perform a review of each student's progress at least once during each grading period and shall establish a transition plan for the student prior to the student's return to the school setting. The DCJJAEP liaison shall notify the student's parent or guardian and the appropriate ISD liaison at least five (5) school days in advance of each review performed under this section and TEC §37.011(d), unless such entities mutually agree to waive such five-day notice period.

9.2. On an annual basis, the DCJJAEP shall provide to the ISDs a summative evaluation of the performance of each ISD's students served by the DCJJAEP.

9.3. Prior to the student's completion of the expulsion period, the DCJJAEP shall make recommendations to the ISD concerning the transition of the student from the DCJJAEP to the ISD.

X. DCJJAEP FACILITIES AND STAFFING

10.1. The DCJJAEP is provided in a facility owned by Denton County.

10.2. Personnel and services for the DCJJAEP may be provided by Denton County or an ISD. Personnel and services provided by an ISD to the DCJJAEP will be provided under contract with the DCJB.

XI. STUDENT AND JUVENILE RECORDS

11.1. The governing body of each party to this MOU finds that in order to appropriately serve students receiving services under this MOU, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. Therefore, the expelling ISD shall directly forward any and all school records including special education and health service records on expelled students to the DCJJAEP.

11.2. The parties hereto agree to execute all agreements and statements necessary to effectuate this clause, including, but not limited to, those found in the Family Educational Rights and Privacy Act ("FERPA").

XII. TRANSFERS

Each ISD may, subject to its own policy, permit or accept transfer students ("transferees") attending a Juvenile Justice Alternative Education Program in another county. Such transferees shall be admitted to the DCJJAEP on and under the same terms and conditions set out herein.

XIII. MISCELLANEOUS

13.1 **SEVERABILITY**. In case any one or more of the provisions, articles, and sections contained in this MOU 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, article,

and section hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.2. GOVERNING LAW. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. Unless the obligation(s) of any party shall be materially changed, the amendment, interpretation, or change in any legislation or law cited herein shall be interpreted and understood to work a novation of this MOU.

13.3. TERMINOLOGY. The captions beside the article and section numbers of this MOU are for reference only and shall not modify or affect this MOU in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

13.4. RULE OF CONSTRUCTION. The parties acknowledge that each party and its counsel have reviewed and revised this MOU, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any amendments or exhibits hereto.

13.6. COUNTERPARTS. This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the same instrument.

Approved by the Denton County Juvenile Board on the ____ day of _____ 2020.

Kimberly McCary
Chairman of the Denton County Juvenile Board

Approved by the Northwest ISD Board of Trustees on the ____ day of _____ 2020.

Board President



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Agreement with MedStar Mobile Healthcare for Special Event Medical Services

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

The Area Metropolitan Ambulance Authority, d/b/a MedStar Mobile Healthcare and Northwest ISD agree for MedStar to provide Northwest ISD with Event medical services for the 2020 Northwest ISD Football schedule. The total amount for services will be billed hourly at a rate of \$110 with a 4 hour minimum and estimated total cost of \$6,600.00 based on 15 dates of service. The term of this agreement is for the 2020-2021 school year football season.

Support of Strategic Goals:

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: This item is budgeted annually as part of the General Fund budget.

Recommendation: Approve the Agreement with MedStar Mobile Healthcare for Special Event Medical Services as a matter of record and authorize the Superintendent or his designee to enter into contract as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Exec Dir of Purchasing



MASTER AGREEMENT FOR SPECIAL EVENT MEDICAL SERVICES

This Agreement for Special Event Medical Services (the “Agreement”) is entered into as of the date shown below between **Northwest Independent School District** (the “Event Sponsor”) and Metropolitan Area EMS Authority dba MedStar Mobile Healthcare (“MedStar”).

WHEREAS, Northwest Independent School District wishes to engage MedStar to provide medical support and prehospital care for persons attending certain athletic events sponsored by the University (each an “Event”); and

WHEREAS, MedStar has the personnel, equipment and expertise to provide such services, and is willing to do so on the terms and conditions stated in the Agreement;

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Services Provided.** MedStar shall provide requested special event medical support and prehospital care (“Services”) for Event Sponsor as set forth on Exhibit “A” under the terms and conditions of this Agreement. The specific Services and fees for each Event shall be set forth on exhibits (“Event Exhibits”) which shall be numbered sequentially and attached to this Agreement. Upon execution by both parties, each Event Exhibit shall become part of this Agreement. To the extent there is a conflict between the terms of an Event Exhibit and this Agreement, this Agreement shall control.
2. **Title of Events.** MedStar shall use the Event name specified by Event Sponsor, including the type set of the name required in the Event Exhibit, to refer to an Event.
3. **Advertising and Promotion.**
 - a. Event Sponsor’s trademarks, service marks, trade names, logos, corporate names, domain names, and other symbols and artwork associated with the Event or Event Sponsor (collectively, “Event Sponsor’s Marks”), are and shall remain Event Sponsor’s sole property. MedStar shall only use the Event Sponsor’s Marks that have been specifically authorized by the Event Sponsor in connection with the Event. MedStar shall have the right to use the authorized Event Sponsor’s Marks in advertising and promotional activities as it deems desirable during the Term of this Agreement. MedStar may not use Event Sponsor’s Marks after the Term without written authorization from Event Sponsor.



terminated by either party without cause upon providing ninety (90) days written notice to the non-terminating Party.

7. **Advance Notice Required.** Each Event Exhibit must be provided by the Event Sponsor to MedStar within seven days (7) prior to the Event. The parties understand that athletic and school schedules are subject to state and county orders relating to the COVID-19 pandemic. Upon public notice by the state of Texas that the COVID-19 pandemic declaration has ended within Tarrant County, Event Sponsor agrees to provide to MedStar the Event Exhibit within fifteen days (15) prior to the Event.

8. **Event Cancellation.** Event Sponsor may cancel Services under an Event Exhibit without penalty by written notice delivered at least forty-eight (48) hours prior to the scheduled Event. If notice of cancellation is given less than forty-eight (48) hours prior to the Event, Event Sponsor shall pay MedStar a cancellation fee equal to four (4) hours at the contracted hourly rate for all personnel scheduled to cover the Event.

9. **HIPAA Privacy Rule.** MedStar, as an ambulance service provider, provides health care services directly to patients. As such, MedStar is a “covered entity” under the HIPAA Privacy Rule. 45 C.F.R. §160.103. Under HIPAA requirements MedStar cannot and will not share protected health information (“PHI”) with Event Sponsor. .

10. **Notices.** Any notice required to be given pursuant to this Agreement shall be in writing and shall be sent by certified mail, registered mail, or hand delivery to the parties at the addresses set forth below:

MedStar: Metropolitan Area EMS Authority dba MedStar
2900 Alta Mere Drive
Fort Worth, Texas 76116
Attn: Bettina Martin, Special Operations Supervisor
Phone: 817-372-2123
E-mail: bmartin@medstar911.org

Event Sponsor: Name of Organization: Northwest ISD
Address: 2001 Texan Dr
City: Justin
State: TX Zip Code: 76247
Attn: Dr. Ryder Warren
Phone: 817-215-0030
E-mail Superintendent@nisdtx.org



11. **Parties Bound.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective legal representatives, assigns and successors.

12. **Legal Construction.** In case 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 in this Agreement and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

13. **Indemnification.** MedStar and its officers, directors, partners, employees, representatives, and agents (collectively and individually, the "Indemnitee") who perform any duties, responsibilities or functions for or on behalf of the Event Sponsor pursuant to and in accordance with this Agreement and as authorized by Event Sponsor, shall be indemnified and held harmless to the extent permissible by law by Event Sponsor from and against any and all losses, claims, damages, liabilities, whether joint or several, expenses (including legal fees and expenses), judgments, fines, settlements and other amounts arising from any and all claims, demands, actions, suits or proceedings, civil, criminal, administrative or investigative, in which the Indemnitee may be involved, or threatened to be involved, as a party or otherwise, by reason of providing Services under this Agreement so long as such Service are provided in accordance with this Agreement and with the approval of Event Sponsor, regardless of negligence or other fault of the Indemnitee, if the conduct of such Indemnitee did not constitute fraud, gross negligence, or willful misconduct.

14. **Entire Agreement.** This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understanding or written or oral agreements between the parties respecting the subject matter of this Agreement.

15. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party may seek reasonable attorney's fees, costs, and expenses in addition to any other relief to which it may be entitled, pursuant to Texas Civil Practice and Remedies Code, Chapter 38.

16. **Governing Law.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this Agreement are performable in Tarrant County, Texas.

17. **No Assignment.** Neither this Agreement nor any duties or obligations under it shall be assignable by either party without the prior written consent of the other party. In the event of an Assignment by either party to which the other party has consented, the assignee



or the assignee's legal representative shall agree in writing to personally assume, perform, and be bound by all of the covenants, obligations and agreements contained in this Agreement.

18. **Amendment.** This Agreement may be only amended by a written instrument signed by both parties.

19. **Independent Contractor.** It is understood and agreed that MedStar is engaged by the Event Sponsor to provide the Services as an independent contractor and that no employee or agent of one party shall be considered an employee or agent of the other party. Neither party has the right to bind the other party to any contract or any other obligations.

EXECUTED to be effective as of July 18, 2020.

**METROPOLITAN AREA EMS
AUTHORITY D/B/A MEDSTAR**

[EVENT SPONSOR]

By: _____
Douglas R. Hooten, C.E.O.

By: _____

Printed Name: _____

Title:



Exhibit A – Services to be Provided & Fees

Definitions

- **ALS**: Advanced Life Support is a set of life-saving protocols and skills that extend BLS to further support the circulation and provide an open airway and adequate ventilation (breathing).
- **BLS**: Basic Life Support is basic First Aid and Airway management without the use of advance skills and treatments.

Ambulance and Crew

Team of 2 personnel on an ambulance equipped to provide BLS and/or ALS care at a Special Event. Ambulance will be dedicated to the event or dedicated to transport from the event.

- ALS: \$110.00 per hour with a 4 hour minimum
 - BLS: \$100.00 per hour with a 4 hour minimum
- Total Teams Requested: 1 for 15 dates Total
Hours Requested: 60

Bicycle Team

Team of 2 personnel to provide BLS care at a Special Event. The Bike Team carries supplies to handle any BLS medical or traumatic event. Bike Teams are useful at organized runs, parades and street fairs.

- BLS: \$100.00 per hour with a 4 hour minimum
- Total Teams Requested:
Total Hours Requested:

Special Response Unit

Team of 2 personnel on a Kawasaki Mule equipped with a stretcher and BLS and/or ALS Equipment. The SRU carries supplies and equipment to handle any medical or traumatic event. SRU Teams are utilized at organized runs, parades, street fairs and other sporting events.

- ALS: \$110.00 per hour with a 4 hour minimum
 - BLS: \$100.00 per hour with a 4 hour minimum
- Total Teams Requested:
Total Hours Requested:

First-Aid

Setup at a static location with a tent, tables, chairs, ALS and/or BLS supplies and equipment to handle medical or traumatic events. First-Aid Stations are useful to support mobile teams at organized runs and large events.



- **Any event with attendance of 50,000 or greater will require an additional One BLS Provider to manage the volume of patient care.**
- One ALS Provider: \$60.00 per hour with a 4 hour minimum
- One BLS Provider: \$45.00 per hour with a 4 hour minimum
- ALS Team: \$110.00 per hour with a 4 hour minimum
- BLS Team: \$100.00 per hour with a 4 hour minimum

Total Teams Requested:

Total Hours Requested:

Rodeo Team for 2 person team

Team of 2 personnel to provide BLS and/or ALS care at a rodeo or event involving livestock. Rodeo Team carries supplies to handle any medical or traumatic event. Rodeo Team personnel are trained in specific injuries and procedures related to rodeos and events involving livestock.

- ALS: \$110.00 per hour with a 4 hour minimum
- BLS: \$100.00 per hour with a 4 hour minimum

Total Teams Requested:

Total Hours Requested:

AMBUS

AMBUS is a licensed DSHS Specialty EMS Vehicle, equipped with ALS and BLS supplies and equipment to handle medical or traumatic events. This unit is capable of treating and transporting up to 20 patients. The standard AMBUS staffing will consist of 2 ALS Providers, 2 BLS Providers, 1 Supervisor, and 1 Driver/Operator. The AMBUS can also be staffed with by one ALS Crew to be used for static First Aid Location.

- Full AMBUS \$345.00 per hour with a 4 hour minimum
- AMBUS Standby: \$110.00 per hour with a 4 hour minimum

EMS Supervisor

The Operations Supervisor is responsible for coordination and communications between the event staff, MedStar teams on scene and other public safety agencies on scene. The Supervisor will be stationed at a command post with other public service agencies represented on scene.

- **An EMS Supervisor is required for any event with 3 or more teams at the event**
- \$80.00 per hour with a 4 hour minimum



Exhibit (B) – Event Exhibit # _____

EVENT NAME: _____

EVENT DATES: _____

EVENT LOCATION: _____

Billing Option

- MedStar will bill 3rd party payer and/or patient for any transports from the Event.
- MedStar will NOT bill 3rd party payer and/or patient for any transports from the Event.

Staffing Plan

Estimated Fees Due (state rates if different from Exhibit B)



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Interlocal Agreement with the City of Roanoke, Texas for School Resource Officer Services, Amendment No. 2.

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

The City of Roanoke, Texas will provide one fully qualified, licensed peace officer who will serve as School Resource Officer assigned to Northwest ISD schools located on district property in the City of Roanoke. The District will pay an amount not to exceed \$79,026.00 for the 2020-2021 school year. The initial term of this agreement was for the 2018-2019 school year. Amendment No.1 was for the 2019-2020 school year. Amendment No. 2 is for the 2020-2021 school year. The agreement may be renewed for 3 additional 1 year periods after Amendment No. 2. The amendment now addresses closure of buildings and a pro-rated cost.

Support of Strategic Goals:

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: This item is budgeted annual as part of the General Fund budget.

Recommendation: Approve Amendment No. 2 to Interlocal Agreement with the City of Roanoke, Texas for School Resource Officer Services as a matter of record and authorize the Superintendent or his designee to enter into contracts as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Executive Director of
Purchasing

**Amendment No. 2 to
Interlocal Agreement by and between the City of Roanoke, Texas and
Northwest Independent School District for School Resource Officer Services**

This Amendment modifies and amends the Interlocal Agreement by and between The City of Roanoke, Texas and Northwest Independent School District for School Resource Officer Services (“Agreement”), signed in August 2018. The terms contained in this Amendment are fully incorporated into the Agreement as if stated therein.

Duties of a School Resource Officer. Section 2.01 is amended by adding the following duty:

- “Participate as a member of campus threat assessment teams when requested.”

Term. Pursuant to Section VI of the Agreement, the town and District agree to renew the Agreement for a one-year term, commencing on or about August 1, 2020 and ending on or about July 31, 2021.

Funding/Consideration. In consideration for the services provided under the Agreement, for the 2020-21 school year, the District will pay the Town an amount not to exceed **\$79,026.00** for the maintenance of the one (1) School Resource Officer.

Closure of Buildings. The following paragraph is added to Section V:

Closure of Buildings. In the event that an emergency, epidemic, pandemic, weather event, or “act of God” results in the closure of District schools for in-person learning and the School Resource Officers do not perform on-campus, in-person duties under this Agreement on the closure days, the annual fee will be reduced, on a *pro rata* basis, to 25% of the daily rate for each day of unsupported closure. The prorated amount will be calculated at the daily rate of \$449.00, with a daily rate for unsupported closure days of \$112.25. In any event, the total annual fee paid by the District will not be less than 25% of the contracted amount (\$19,756.50).

By signing this Amendment, each party affirms that it has been approved by its respective governing body in a duly called public meeting.

NORTHWEST ISD
P.O. Box 77070
Fort Worth Texas 76170

ROANOKE, TEXAS
500 S. Oak Street
Roanoke, Texas 76262

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Interlocal Agreement with Wise County, Texas for School Resource Officer Services, Amendment No. 3

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

Wise County, Texas will provide one fully qualified, licensed peace officer who will serve as School Resource Officer assigned to Northwest ISD schools located on district property in Wise County. The District will pay an amount not to exceed \$40,000.00 for the 2020-2021 school year. The amendment now addresses closure of buildings and pro-rated cost. The initial term of this agreement was for the 2017-2018 school year. The agreement may be renewed on an annual basis after this term. Amendment No. 2 was from August 1, 2019 to July 31, 2020. The term of amendment No. 3 is from August 1, 2020 to July 31, 2021.

Support of Strategic Goals:

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: This item is budgeted annual as part of the General Fund budget.

Recommendation: Approve Amendment No. 3 to Interlocal Agreement with Wise County, Texas for School Resource Officer Services as a matter of record and authorize the Superintendent or his designee to enter into contracts as recommended by the administration.

Respectfully submitted,

Handwritten signature of Ryder Warren in black ink.

Ryder Warren, Ed.D.
Superintendent

Handwritten signature of Brian Carter in black ink.

Brian Carter
Chief Financial Officer

Handwritten signature of Mark Vechione in black ink.

Mark Vechione
Executive Director of
Purchasing

**Amendment No. 3 to
Interlocal Cooperation Agreement by Wise County, Texas and
Northwest Independent School District for a School Resource Officer**

This Amendment modifies and amends the Interlocal Agreement by Wise County, Texas and Northwest Independent School District for a School Resource Officer (“Agreement”), signed in August 2017. The terms contained in this Amendment are fully incorporated into the Agreement as if stated therein. To the extent the terms of the Agreement conflict with the terms of this Amendment, the terms of this Amendment shall control.

Term. Pursuant to Section I of the Agreement, the County and District agree to renew the Agreement for a one-year term, commencing on or about August 1, 2019 and ending on or about July 31, 2020.

Duties of a School Resource Officer. Section III is amended by adding the following duty:

- “17. Participate as a member of campus threat assessment teams when requested.”

Annual Fee. In consideration for the services provided under the Agreement, for the 2020-21 school year, the District will pay the County an amount not to exceed **\$40,000.00** for the maintenance of the one (1) School Resource Officer.

Billing. The County shall bill the District annually on April 1, and the District shall make payment within thirty (30) days by mailing the payment to: Wise County Treasurer, P.O. Box 554, Decatur, Texas 76234.

Closure of Buildings. The following paragraph is added to Section IV:

Closure of Buildings. In the event that an emergency, epidemic, pandemic, weather event, or “act of God” results in the closure of District schools for in-person learning and the School Resource Officer does not perform on-campus, in-person duties under this Agreement on the closure days, the annual fee will be reduced, on a *pro rata* basis, to 25% of the daily rate for each day of unsupported closure. The prorated amount will be calculated at the daily rate of \$227.28, with a daily rate for unsupported closure days of \$56.82. In any event, the total annual fee paid by the District will not be less than 25% of the contracted amount (\$10,000.00).

By signing this Amendment, each party affirms that it has been approved by its respective governing body in a duly called public meeting.

[SIGNATURE PAGE FOLLOWS. REMAINDER OF PAGE LEFT BLANK]

AGREED:

NORTHWEST ISD

P.O. Box 77070
Fort Worth Texas 76170

By: _____

Printed Name: _____

Title: _____

Date: _____

WISE COUNTY, TEXAS

P.O. Box 393
Decatur, Texas 76234

By: _____

Printed Name: _____

Title: _____

Date: _____



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Interlocal Agreement with the Town of Trophy Club, Texas for School Resource Officer Services, Amendment No. 4.

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

The Town of Trophy Club, Texas will provide two fully qualified, licensed peace officers who will serve as School Resource Officer assigned to Northwest ISD schools located on district property in the Town of Trophy Club. The District will pay an amount not to exceed \$123,868 for the 2020-2021 school year. The initial term of this agreement was for the 2016-2017 school year. The agreement may be renewed for 5 additional 1 year periods after this initial term. This is Amendment No. 4.

Support of Strategic Goals:

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: This item is budgeted annual as part of the General Fund budget.

Recommendation: Approve Amendment No. 4 to Interlocal Agreement with the Town of Trophy Club, Texas for School Resource Officer Services as a matter of record and authorize the Superintendent or his designee to negotiate if necessary and enter into contract as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Executive Director of
Purchasing

**Amendment No. 4 to the Interlocal Agreement by and between the
Town of Trophy Club, Texas and Northwest Independent School District
for School Resource Officer Services**

This Amendment modifies and amends the Interlocal Agreement by and between The Town of Trophy Club, Texas and Northwest Independent School District for School Resource Officer Services (“Agreement”), signed in August 2016. The terms contained in this Amendment are fully incorporated into the Agreement as if stated therein.

Duties of a School Resource Officer. Section 2.01 is amended by adding the following duty:

- “Participate as a member of campus threat assessment teams when requested.”

Term. Pursuant to Section VI of the Agreement, the town and District agree to renew the Agreement for a one-year term, commencing on or about August 1, 2020 and ending on or about July 31, 2021.

Funding/Consideration. In consideration for the services provided under the Agreement, for the 2020-21 school year, the District will pay the Town an amount not to exceed **\$123,868.00** for the maintenance of the two (2) School Resource Officers.

Closure of Buildings. The following paragraph is added to Section V:

Closure of Buildings. In the event that an emergency, epidemic, pandemic, weather event, or “act of God” results in the closure of District schools for in-person learning and the School Resource Officers do not perform on-campus, in-person duties under this Agreement on the closure days, the annual fee will be reduced, on a *pro rata* basis, to 25% of the daily rate for each day of unsupported closure. The prorated amount will be calculated at the daily rate of \$703.80, with a daily rate for unsupported closure days of \$175.95. In any event, the total annual fee paid by the District will not be less than 25% of the contracted amount (\$30,967.00).

By signing this Amendment, each party affirms that it has been approved by its respective governing body in a duly called public meeting.

NORTHWEST ISD
P.O. Box 77070
Fort Worth Texas 76170

TROPHY CLUB, TEXAS
1 Trophy Wood Drive
Trophy Club, Texas 76262

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Renewal of 4-H Resolution Between Northwest ISD and Denton County
Date: August 10, 2020

Background Information and Rationale: Board approval is required for 4-H staff to serve as adjunct staff for Northwest Independent School District students who participate in 4-H programs. In addition, the Board is asked to sanction the Denton County 4-H organization as an extracurricular activity. This is a renewal and annual request and approved by the Texas Education Agency as appropriate.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: There is no budget or fund impact.

Recommendation: Approve the renewal of the 4-H Resolution between Northwest Independent School District and Denton County as recommended by administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Executive Director of Purchasing

EXTRACURRICULAR STATUS REQUEST

Request for Extracurricular Status For 4-H

DENTON COUNTY EXTENSION SERVICE**TEXAS A&M
AGRI LIFE
EXTENSION**

June 18, 2020

Ryder Warren
P.O. Box 77070
Fort Worth, TX 76177

Dear Dr. Warren,

On behalf of the 4-H members of Denton County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Northwest ISD. I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Zach Davis

CEA Agriculture and Natural
Resources

Attachment: Resolution for Extracurricular Status of 4-H Organization

Denton County Extension
401 W. Hickory St. Ste 125
Denton TX 76201

Zach.davis@ag.tamu.edu | Tel. 940.349.2884 |

EXTRACURRICULAR STATUS REQUEST

Resolution Requesting Extracurricular Status For 4-H

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Northwest Independent School District

(Complete name of school district)

meeting in public with a quorum present and certified,
did adopt this resolution that recognizes the

Denton

(Name of County)

County Texas 4-H Organization as approved for recognition and eligible
for extracurricular status consideration under 19 Texas Administrative Code,
Chapter 76, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject
to all rules and regulations set forth under the 19 Texas Administrative Code
as interpreted by this Board and designated officials of this school district
whose rules shall be final.

Approved this _____ day of _____, 20_____.

President, Board of Trustees

Superintendent

ADJUNCT FACULTY REQUEST

Cover Letter Requesting Adjunct Faculty Status

DENTON COUNTY EXTENSION SERVICE

June 18, 2020

Ryder Warren
 P.O. Box 77070
 Fort Worth, TX 76177

Dear Dr. Warren,

On behalf of the Denton County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the _____ Northwest _____ Independent School District.

The State Board of Education passed an amendment to 19 TAC §129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Denton County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Northwest Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Zach Davis

CEA Agriculture and Natural
 Resources

Attachment: Resolution for Extracurricular Status of 4-H Organization

Denton County Extension
 401 W Hickory St. Ste 125
 Denton TX 75201

Zach.davis@aq.tamu.edu | Tel. 940.349.2884 |

ADJUNCT FACULTY REQUEST

Adjunct Faculty Agreement

**THE STATE OF TEXAS
COUNTY OF DENTON**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Northwest Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct member of the Northwest Independent School District.

Upon consideration and vote of _____ in favor, Janet Laminack and Zach Davis are hereby named as adjunct faculty member(s) of the Northwest Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 1st day of August 2020 and remain in effect until the 31st day of July , 2021.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Janet Laminack	CEA Horticulture	M.. Ed.	Texas A&M University	2005
Zach Davis	CEA Agriculture & Natural Resources	M.S. Agriculture Science	Texas A&M University- Kingsville	2015

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Northwest Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 4 or Denton County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member (s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Denton County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of 19 Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Denton County Extension Agent(s), Janet Laminack, and Zach Davis are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Northwest Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this day of _____, 2020.

Northwest Independent School District

By: _____

ACADEMIC ELIGIBILITY PROCESS

Procedures For Securing Eligibility Information And Excused Absences For 4-H Members To Participate In 4-H Event Or Activity

This procedure applies to ALL 4-H events or activities (competitive or non-competitive) and all 4-H members in public, private, and/or home school that requires a 4-H member to be absent from school. For instance, if a 4-H member is a member of a state planning task force and needs to miss a day of school to participate, the 4-H member would have to be eligible according to the Texas Education Code to be excused from school.

There are two ways a County Extension Office can request academic eligibility for 4-H members. One is on an individual basis using the Declaration of Eligibility Form (Attachment B) for times when only one or two 4-H members may be needing an absence. The second option is for times when a large number of youth may be needing an excused absence, such as a county or major stock show. The steps below outline how the county office needs to proceed with each of the processes.

BEGINNING OF THE SCHOOL YEAR

August/September	County Extension Agents should meet with school officials to <u>determine the steps</u> the agent needs to take to assist 4-H members in obtaining excused absences to participate in 4-H events and to determine eligibility of 4-H members for competitive events.
------------------	--

30 DAYS PRIOR TO ANY 4-H EVENT/ACTIVITY NEEDING ACADEMIC ELIGIBILITY CHECKED

Declaring eligibility for small number of 4-H members	<ol style="list-style-type: none"> 1. Ensure that all members needing an excused absence are ACTIVE 4-H members. 2. Complete the County Agent section of the Declaration of Eligibility Form. Provide the form to either the 4-H member and request they submit to the school for completion, or have the 4-H parent/guardian complete the first section, return back to the County Extension Office and then submit as a group to the respective school campuses. 4-H member then returns completed form back to the County Extension Office within the timeframe given by the office.
Declaring eligibility for large number of 4-H members	<p>Extension agents should prepare a document on official letterhead which includes the items listed below and submit to each school/campus requesting eligibility status for each 4-H member.</p> <ol style="list-style-type: none"> a. Name of 4-H member(s) involved b. School they attend c. Current grade level in school d. Dates of proposed absence(s) e. Name of event f. Educational value g. Chaperone <p>List is returned back to County Extension Office by school/campus.</p>

RESPONSE FROM SCHOOL ON DECLARATION OF ELIGIBILITY

Eligible	The school should respond to CEA if there are any students who are eligible. County Extension Office should follow up with the school/campus if no response is received.
Ineligible	If a 4-H member is ineligible for a 4-H competitive event, the agent must notify the 4-H member, their parents and the sponsoring agency, by letter, of this situation. If the parent has any questions, they should be referred to the school administrator for the family and school to resolve eligibility issues.

If county Extension faculty and schools develop and agree on procedures they deem more efficient and effective and still ensures 4-H's compliance with the Texas Education Code requirements, they should inform their District Extension Administrator/County Extension Director of the plan to be followed.

DECLARATION OF ELIGIBILITY FORM INSTRUCTIONS

4-H'ers should complete a separate form for each competitive event/activity in which they plan to participate. The original form should be returned to the county Extension office by the deadline established by the County Extension Office..

NOTE: Schools requiring a copy of this form should make their copy before returning it to the student.

Parent/Guardian Section

1. Parent/Guardian will select the information being requested. It is either:
 - Academic eligibility information only. (Used to verify academic eligibility only for 4-H competitive events/activities.), or
 - Academic eligibility information and authorization to receive an excused absence from school. (Used to verify academic eligibility as well as receive authorization to receive an excused absence. This would be used for events held during school hours such as stock shows, state and national 4H contests and events, etc.)
2. Complete the date and name of activity. (Used to notify school officials of exact dates/times a student would be participating in a 4-H activity or representing 4-H at an event.)
3. Parent/Guardian signature is required. The signature of the parent/guardian confirms that this person is aware of the academic eligibility and excused absence requirements of the Texas Education Code.

County Extension Agent Section

1. Extension Office will complete this section and certify the youth is a 4-H member and his/her participation in the event.
2. County Extension Agent (with adjunct faculty status) will sign the form.

School Principal/Designee Section

1. Principal, or designee, will indicate the 4-H members eligibility status, options are:
 - Academically eligible to participate
 - Not academically eligible to participate
2. The principal or designee will indicate whether or not an excused absence will be granted.
3. Principal, or designee, will sign and date the form in order to be valid.

4-H family should follow instructions provided by the
County Extension Office on returning form to the
Extension Office by the given deadline.



Texas 4-H Youth Development Program DECLARATION OF ELIGIBILITY FORM

This form is requested in accordance with the requirement of the Texas Education Code and in cooperation with the Texas Education Agency and local public school board policies.

Instructions: Complete one form per activity. 4-H member should return original form to the County Extension Office

PARENT/GUARDIAN SECTION

In accordance with 4-H policy, provided by our local Extension office, I respectfully request:

(CHECK ONE)

- Academic eligibility information only.
- Academic eligibility information and authorization to receive an excused absence from school.

Date: _____

Name of Activity: _____

Signature of Parent/Guardian: _____

COUNTY EXTENSION AGENT SECTION

I hereby certify that _____ is a member of 4-H in _____ County and is scheduled to participate in this activity representing 4-H. He/she will be under the supervision of the Texas A&M AgriLife Extension Service faculty or agency's designated volunteer leader.

Date

Signature of County Extension Agent

SCHOOL PRINCIPAL OR DESIGNEE

(CHECK ONE)

- I do certify that the student is academically eligible to participate in the above mentioned extracurricular activity.
- I do not certify the student because he/she is **NOT** academically eligible to participate in the above mentioned activity.

(CHECK ONE)

- An excused absence will be granted.
- An excused absence will **NOT** be granted.
- Does not apply.

Date

Signature of Principal or Designee

55 Name of School



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Clinical Teaching Affiliation Agreement with iTeach Texas

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

iTeachTEXAS and Northwest ISD will seek to form a relationship focused on placement of teachers, meeting the state required clinical teaching practicum. iTeachTEXAS has an Education Preparation program that will provide student teachers the ability to be paired with an assigned Cooperating, Clinical Teachers the opportunity to meet the requirements of certification outlined by the Texas Education Agency. The term of this agreement will be for the 2020-2021 school year. There is no cost to Northwest ISD as part of this agreement.

Support of Strategic Goals:

- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.

Budget and/or Fund Impact: There is no Budget or Fund impact.

Recommendation: Approve the Clinical Teaching Affiliation Agreement Memorandum of Understanding between iTeachTEXAS and Northwest ISD and authorizing the Superintendent or his designee to enter into contract as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Exec Dir of Purchasing



2020-2021 Northwest ISD Clinical Teaching Affiliation Agreement Memorandum of Understanding

This Affiliation Agreement outlined in this Memorandum of Understanding is created for the 2020-2021 school year between iteachTEXAS (hereinafter "the EPP" [Education Preparation Program]) and the Northwest Independent School District (hereinafter "the District") for the purpose of completion of clinical teaching requirements in 19 Texas Administrative Code §228.35, as required by the State of Texas, the Texas Education Agency, and the State Board for Educator Certification.

The District Agrees to:

1. Provide an appropriate and meaningful placement assignment that allows the Clinical Teacher to meet all certification requirements outlined by the Texas Education Agency and the EPP.
2. Provide a highly qualified Cooperating Teacher who willingly accepts the responsibilities outlined by the definition as outlined in 19 Tex. Admin. Code §228.2
3. Assist the assigned Cooperating Teacher in fulfilling all responsibilities outlined by the EPP.
4. Provide opportunities for the Clinical Teacher to attend campus and district orientations and trainings.
5. Provide the Clinical Teacher with access to appropriate district resources, including, but not limited to curriculum documents, email, online resources, libraries, forms, and professional development opportunities.
6. Provide access to the EPP's assigned Field Supervisor to observe the Clinical Teacher in the classroom and meet with the Clinical Teacher before, after, and during the school day.
7. Provide access to the EPP's assigned Field Supervisor to communicate and meet with the Clinical Teacher's Cooperating Teacher and campus administrator on a regular basis as scheduled and/or as needed.

The EPP agrees to:

1. Request and recommend for placement each semester those candidates who have met the expectations and requirements established by the EPP.
2. Assign and provide a trained Field Supervisor for the Clinical Teacher.
3. Ensure that the Clinical Teacher has completed all appropriate paperwork and applications for placement by the designated deadlines scheduled by the ISD.
4. Communicate with the campus administrator initially and as needed during the clinical teaching practicum.
5. Provide the District with the authority to dismiss, reassign, or take any other appropriate action required for a Clinical Teacher deemed to be in the District's best interest.
6. Ensure that all Clinical Teachers pass a background check through the District, as required for District personnel and volunteers, prior to beginning any on-site work at District facilities.
7. Ensure that all Clinical Teachers have completed training related to the protection of student information and affirm their compliance with the Family Educational Rights and Privacy Act.
8. The EPP does not and will not boycott Israel during the term of this Agreement, pursuant to Texas Government Code § 2270.002.

The District and the EPP jointly agree to:

1. Establish ongoing, open communication to ensure that the Clinical Teacher has opportunity for successful completion of the clinical teaching practicum.
2. Initiate the removal of a Clinical Teacher at any time in the practicum, if, in the final judgment of both parties, the Clinical Teacher is not making satisfactory progress in meeting expectations and fulfilling responsibilities outlined by the District and the EPP.
3. Comply with all state laws and regulations.

Term of Agreement, Modification, Termination:

This Affiliation Agreement shall become effective when executed by both parties and shall remain in effect throughout the 2020-2021 school year, until terminated by either party in accordance with this section. This Affiliation Agreement may be terminated without cause upon written notice from either party to the other.

Zach Rozell

Zach Rozell
iteachTEXAS, Director

16JULY2020

Date

Judy Copp, President
Board of Trustees
Northwest Independent School District

Date



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Clinical Teaching Memorandum of Understanding with Education Service Center Region 11

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

ESC Region 11 and Northwest ISD will seek to form a relationship focused on placement of teachers, meeting the state required clinical teaching practicum. ESC Region 11 has a Goteach 11 program that may place clinical teachers in Northwest ISD following NISD protocols and procedures for placement. Region 11 will place Teachers Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and continuous improvement of Teacher Candidates. The term of this agreement will be from date of board approval through June 2021 and will automatically renew until either party terminates the agreement in writing. There is no cost to Northwest ISD as part of this agreement.

Support of Strategic Goals:

- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.

Budget and/or Fund Impact: There is no Budget or Fund impact.

Recommendation: Approve the Memorandum of Understanding between Education Service Center Region 11 and Northwest ISD and authorizing the Superintendent or his designee to enter into contract as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Exec Dir of Purchasing



MEMORANDUM OF UNDERSTANDING
BETWEEN
EDUCATION SERVICE CENTER REGION 11
AND THE

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the _____, (hereinafter referred to as “_____”) and Education Service Center Region 11, (hereinafter referred to as “ESC Region 11”),

WHEREAS, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, the parties to this Agreement desire to establish a

_____ ; and

WHEREAS, under this Agreement, the parties agree to follow the agreed upon guidelines of _____ and ESC Region 11 in providing _____

WHEREAS, each party, in performing governmental functions or in funding the performance of governmental functions, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each party finds that the performance of this Agreement is in the common interest of the parties, that the understanding will benefit the public interest and that the division of costs fairly compensates the performing party for the services or functions under this Agreement.

NOW, THEREFORE, the parties to this Agreement mutually agree to the following:

1. Purpose.

- a. **Role of** _____
 - i. _____
 - ii. _____
 - iii. _____

b. Role of ESC Region 11

- i. _____
- ii. _____
- iii. _____

2. TERM OF THE MOU

The term of this MOU shall be from the date of authorized signatures of both parties to _____.

3. TERMINATION OF THE MOU

- a. Either party to this MOU may terminate this MOU for any reason by notifying the other party in with thirty (30) days written notice.

_____ party shall be responsible for all obligations to make payments to ESC Region 11 for all services rendered until termination of services.

4. BASIS FOR ALLOCATION OF COST

_____ party agrees to pay ESC Region 11 the following costs:

5. MODIFICATION OF THE MOU

Both parties agree to adhere to the minimum safety and health standards as defined by local, state, and federal government. In the event that COVID-19 social distancing (or other restrictions imposed to address health concerns) impacts the ability to deliver a face-to-face professional development/training event, ESC Region 11 reserves the right to modify the event for virtual delivery. The cost allocation agreed upon may differ due to the modifications that are made for the alternate delivery method.

By signing this Agreement, both parties acknowledge they will actively abide by its terms.

	EDUCATION SERVICE CENTER REGION 11
By: _____ Date _____	Clyde W. Steelman, Jr. Date _____
Title: _____	Executive Director

ESC Region 11 Contact Name: _____
 Contact Phone Number: _____

PHASE 2 CLINICAL TEACHING

The ESC Region 11 GoTeach11 Program offers a one-semester (70 instructional days) non-paid clinical teaching experience in lieu of a one-year paid internship as approved by SBEC in July 2004. In order to be eligible to complete a clinical teaching assignment, Candidates must have completed all Phase 1 training, paid all Phase 1 fees, passed all content TExES, and request placement by the posted deadline.

During clinical teaching, the clinical teacher is to perform all duties as the supervising teacher that could include attending in-service training, PTA meetings, staff meetings, etc. throughout the clinical teaching semester. The individual is also to perform any duties that are assigned such as hall duty, lunch duty, etc. The duty assignment will be at the discretion of the cooperating teacher and/or the campus principal.

The GoTeach11 Program will assign a field supervisor that will observe the clinical teacher a minimum of three observations and be available for instructional support services, if needed. A program specialist will work with both the field supervisor and the clinical teacher to monitor the individual's progress. Part of the program is to observe quality teaching; therefore, the clinical teacher must receive a certification recommendation from both the campus principal and the GoTeach11 field supervisor.

GoTeach11 asks the district/campus principal to:

- Make appropriate assignment based on the individual's target certification
- Assign the clinical teacher to a cooperating teacher who has a minimum of three *successful* years of teaching in the certification area and who is willing to work with a clinical teacher
- Evaluate the clinical teacher's teaching performance
- Allow the clinical teacher time to perform observations

Requirements

- Clinical teachers must show proof of meeting the requirements of the school district (criminal background check, etc.).
- Clinical teachers must submit a schedule of classes with the student population of the classes (ESL, Special Education, etc.).
- Clinical teachers are to perform all duties of the supervising teacher that may include attending in-service training, PTA meetings, staff meetings, hall duty, lunch duty, etc. as deemed appropriate by the cooperating teacher and campus principal.
- Clinical teachers should follow the dress code of the school; clothing should be neat and professional.
- Clinical teachers must complete a minimum of 14 weeks of full-day student instruction to meet state requirements.

Schedules

- Clinical teachers will be in the classroom or teaching area five full days a week.
- Clinical teachers are expected to participate in all activities in the school and district and to take part in after-school activities, special programs, PTA meetings, faculty meetings, and any other activities of the school.
- Part-time and full-time employment is not to interfere with clinical teaching activities.
- Clinical teachers will report to the assigned school for teaching responsibilities each school day.
- Clinical teachers will observe only those holidays provided by the school district or charter school.

Evaluations

- The cooperating teacher will give feedback to the clinical teacher regularly throughout the placement.
- The GoTeach11 field supervisor will complete an observation “evaluation” for each visit.
- Clinical teachers are to constantly self-evaluate.
- Upon completion of the clinical teaching assignment, the field supervisor will complete a Recommendation for Certification form for standard certification.
- Upon completion of the clinical teaching assignment, the campus principal or designee will complete a Recommendation for Certification form for standard certification.

Absences or Schedule Changes

- Clinical teachers who are ill and/or unable to report to the school must contact the cooperating teacher and the program specialist in the morning prior to their scheduled arrival time at the school.
- In the case of an absence, the clinical teacher will be required to continue in the assignment until the required amount of time for clinical teaching has been completed.
- Clinical teachers are expected to notify their field supervisor anytime there is a change in plans due to early dismissal, assembly programs, meetings, or any unforeseen event.

Clinical Teacher Support System Roles and Responsibilities

Clinical Teacher

- Sign and return all required forms
- Make arrangements for payment of program fees to ESC Region 11
- Complete all Phase 2 requirements as scheduled
- Become a reflective practitioner and continuously strive to improve
- Follow the Code of Ethics for Texas Educators and serve as a role model for students

Principal

The principal and assistant principal's role in the support system is that of evaluation and support.

- Provide requested information to the GoTeach11 staff
- Sign the Principal Agreement Form indicating commitment to the terms of the agreement and return to ESC Region 11
- Assign an appropriate cooperating teacher and facilitate the relationship between the cooperating and clinical teacher by encouraging interactions and modeling appropriate concerns, patience, and a positive attitude towards the clinical teacher
- Collaborate with the GoTeach11 staff, communicating any concerns regarding the clinical teacher as soon as possible so that assistance may be provided
- Confirm the clinical teacher has completed a 14-week (full-day) instructional assignment
- Complete the Principal Recommendation Form at the end of the assignment

Cooperating Teacher

As an experienced, certified teacher in the same subject area, level, and/or special education instructional program that the clinical teacher is assigned, the cooperating teacher plays a vital role in the GoTeach11 support system

- Provide direct support on a daily basis to the clinical teacher
- Utilize formative assessment strategies during observations and conferences
- Promote self-reliance
- Complete Cooperating Teacher Course via Canvas
- Complete and upload to Canvas the observation forms and logs

RECOMMENDATION FOR CERTIFICATION

The principal will make a recommendation to the GoTeach11 staff based on the clinical teacher's classroom performance by the conclusion of the clinical teacher's semester assignment (Fall Term/Early December—Spring Term/Early May). The recommendation will include one of the following:

- Certification
- Dismissal/termination – may not re-enter the program

CERTIFICATION

Even though the program is structured with a strong support system, there is no guarantee of certification. The program provides an opportunity for clinical teachers to participate in a clinical teaching experience to gain the skills and knowledge to become a successful, certified teacher. However, it is the responsibility of the clinical teacher to meet all program requirements successfully.

DISMISSAL/TERMINATION

A clinical teacher may be dismissed from the program if he or she does not meet the expectations of the program. In the event that a principal or district administrator recommends that a clinical teacher discontinue the program during the assignment, a meeting of the GoTeach11 staff, district personnel and clinical teacher will be held to discuss the situation.

A school district may dismiss a clinical teacher at any time during his or her assignment if deemed appropriate and in the best interest of the students. Every effort will be made to resolve the problems, but the district has the final decision.

The GoTeach11 staff may dismiss a clinical teacher from the program if he or she creates an unsafe environment for students or if the clinical teacher's behavior does not adhere to the Code of Ethics for Texas educators.

DISCONTINUATION OF ASSIGNMENT

If a clinical teacher decides to discontinue for any reason during the assignment, the GoTeach11 office should be notified immediately. Anyone who discontinues during the assignment will not be allowed to continue in the program. All program fees owed up to the point of discontinuation will be due.

INFORMATION FOR THE COOPERATING TEACHER

Preparation Before Arrival

- Prepare your class for the clinical teacher's arrival. (Share biographical information and explain the purpose of the clinical teaching experience.) Make sure that the students understand the clinical teacher has authority.
- Allow your students to participate in planning a proper welcome for the clinical teacher (bulletin boards, posters, biographical letters from students, etc.).
- Make arrangements with school personnel for the arrival of the clinical teacher.
- Plan to provide the clinical teacher with a space to call home (a work area, access to class materials, supplies, etc.).

Information for Clinical Teacher

- Provide the clinical teacher with information regarding parking, class schedules student and teacher handbooks, district and school calendars, class rosters, seating charts, and lesson plans for the first few days.
- Make arrangements for the clinical teacher to have access to textbooks, curriculum guides, and teacher's guides.
- Explain administrative procedures, classroom rules, management systems, and rules regarding office equipment.
- Provide the clinical teacher with information concerning what the students have been doing up to this point and what is planned for the remainder of the year.

Introductions

- If not already done by the principal, arrange a time for the clinical teacher to meet with the principal and key staff.
- Introduce the clinical teacher to other teachers and include him/her in conversations with faculty members.
- Take time to tour the building with the clinical teacher.

Explain expectations

- Outline the duties and responsibilities you will assign to the clinical teacher during the course of the teaching experience. Be sure that the clinical teacher understands these duties and responsibilities; especially those which involve additional time before and after school hours.
- Encourage the clinical teacher to participate in school activities, such as sporting events, concerts, student council meetings, etc. Give the clinical teacher a calendar of such events.

Establish communication

- Encourage the clinical teacher to ask questions. Set aside a few minutes each day for a conference.
- Share your educational philosophy with the clinical teacher.
- Express an interest in the clinical teacher as a person and try to establish a feeling of camaraderie.

- Share the concerns you had as you were completing your teacher certification. This might allow the clinical teacher to see that he/she is not alone.

How do I facilitate the clinical teacher’s transition into the instructional phase?

- Introduce the clinical teacher to your students.
- Reserve the first day of the assignment for observation.
- Encourage the clinical teacher to begin learning names. Provide the clinical teacher with a cultural and socio-economic background of the students.
- Focus the clinical teacher’s attention on your management strategies.
- Allow the clinical teacher to choose the first lesson to teach. (Guide the decision and recommend that the clinical teacher use your lesson plans for the first lesson).
- Reserve any comment on the first lesson until the clinical teacher has time to “recover.”
- Provide positive feedback as well as specific guidelines for improvement.
- Help the clinical teacher with lesson planning, especially introducing any specific requirements.
- Share any and all “tricks of the trade” as the opportunity arises.
- Encourage the clinical teacher to use any and all resources.
- Encourage the clinical teacher to try new ideas.

How do I help the clinical teacher assume responsibility?

- Encourage the clinical teacher to be prepared to “take over” on an agreed upon date.
- Keep in mind the time requirements of the clinical teacher. (Clinical teachers with double placements will only be with you for 5-7 weeks).
- Once the clinical teacher has taken charge of the class, try not to interfere, except in the case of an emergency.
- Allow the clinical teacher to experience total responsibility (including extra duty, tutoring sessions, etc.).
- Make allowances for a teaching style that may be different from your own.
- Promote open, two-way communication.

How do I help with formative evaluation of the clinical teacher?

- Schedule a weekly conference with the clinical teacher in addition to the short, informal discussions that usually occur during the normal school day. Offer suggestions and constructive criticism, which will help guide the clinical teacher towards having a positive teaching experience.
- Share your feedback with the program field supervisor so that you can work together with the clinical teacher on strengths to maintain and areas to improve.

Suggested Clinical Teaching Schedules

One Assignment	
Week 1	The clinical teacher begins observing and performing simple classroom tasks (taking attendance, handing out supplies, monitoring students)
	The clinical teacher should learn students' names
	The clinical teacher prepares lesson plans for teaching one class/subject the entire following week. The cooperating teacher gives advice
	The cooperating teacher should allow plenty of time for discussion of school policy, teaching philosophy, and classroom discipline
Week 2	The clinical teacher teaches one subject or one class period every day for this week. The cooperating teacher supervises and provides feedback
	The clinical teacher should begin planning for the next week
	The cooperating teacher should allow time to discuss plans with the clinical teacher provide explanations for teaching and management strategies
Week 3	The clinical teacher continues to teach the class/subject from the previous week and adds one more. The cooperating teacher continues to provides supervision and feedback
	The clinical teacher plans for the following week
Weeks 4-5	The clinical teacher adds a third class if the cooperating teacher feels he or she is ready. The clinical teacher may write a shorter version of lesson plans for classes in which he or she is doing well
	The mentor teacher continues providing feedback on teaching and lesson planning
	The cooperating teacher may wish to leave the classroom for brief periods
Weeks 6-7	The clinical teacher adds a fourth class if the coordinating teacher agrees
Weeks 8-11	The clinical teacher teaches the entire workday and handles all normal teaching responsibilities. The cooperating teacher may wish to leave the classroom for longer periods during this time
Weeks 12-14	The cooperating teacher gradually begins to assume classes back

Two Assignments	
Week 1	The clinical teacher begins observing and performing simple classroom tasks (taking attendance, handing out supplies, monitoring students)
	The clinical teacher should learn students' names
	The clinical teacher prepares lesson plans for teaching one class/subject the entire following week. The cooperating teacher gives advice
	The cooperating teacher should allow plenty of time for discussion of school policy, teaching philosophy, and classroom discipline
Week 2	The clinical teacher teaches one subject or one class period every day for this week. The mentor supervises and provides feedback
	The clinical teacher should begin planning for the following week
	The cooperating teacher should allow time to discuss plans with the clinical teacher and provide explanations for teaching and management strategies
Week 3	The clinical teacher continues to teach the class/subject from the previous week and adds one more. The cooperating teacher continues to provide supervision and feedback
	The clinical teacher plans for three classes/subjects for the following week
Week 4	The clinical teacher teaches three classes/subjects for the entire week and plans for four or five classes/subjects for the next week
	The cooperating teacher will continue providing feedback on teaching and lesson planning
	The cooperating teacher may wish to leave the classroom for brief periods
Weeks 5-7	The clinical teacher teaches the entire workday and handles all normal teaching responsibilities. The cooperating teacher may wish to leave the classroom for longer periods during this time

This schedule should be repeated for the second assignment of the twelve weeks



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Memorandum of Understanding with University of North Texas for Student Teachers

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

The University of North Texas, on behalf of its College of Education and Northwest Independent School District agree to establishing or continuing a clinical practice school site. As part of this agreement, the University of North Texas will provide a Director of Clinical Practice who provides oversight and coordination of all required clinical practice experiences associated with teacher education courses. There is no cost to Northwest ISD as part of this agreement. The term of this agreement is three years from execution.

Support of Strategic Goals:

- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.

Budget and/or Fund Impact: There is no Budget or Fund impact.

Recommendation: Approve the Memorandum of Understanding between University of North Texas and Northwest ISD and authorizing the Superintendent or his designee to negotiate terms and enter into contract as recommended by the administration.

Respectfully submitted,

Handwritten signature of Ryder Warren in dark ink.

Ryder Warren, Ed.D.
Superintendent

Handwritten signature of Brian Carter in dark ink.

Brian Carter
Chief Financial Officer

Handwritten signature of Mark Vechione in dark ink.

Mark Vechione
Executive Director of Purchasing

MEMORANDUM OF AGREEMENT
by and between
UNIVERSITY OF NORTH TEXAS
and
NORTHWEST INDEPENDENT SCHOOL DISTRICT

This Field Placement Agreement (“Agreement”) is entered into this first day of August, 2020, by and between the University of North Texas (“UNT”), on behalf of its College of Education, and Northwest ISD (“School District”) (collectively, “Parties”) for the purpose of establishing or continuing a clinical practice school site.

WHEREAS, the Parties to this Agreement are part of a collaboration between UNT and affiliated school districts committed to advancing the learning of EC-12 students, teacher candidates, and practicing educators, and to improving public education through collaborative research and development;

WHEREAS, the Parties to this Agreement believe that school districts and universities benefit when expertise and resources are shared in collaborative partnership to advance both shared missions and unique characteristics in service of continuous improvement of educator preparation; and

WHEREAS, this Agreement is intended and shall be interpreted to meet the statutory requirements for educator preparation programs adopted by the State Board of Education Certification.

THEREFORE, the Parties mutually agree on the following:

I. Term and Termination

1. The term of this Agreement is three (1) years, beginning upon execution of this Agreement.
2. This Agreement may be terminated upon thirty (30) days written notice.
3. Termination of this Agreement shall not interfere with the continuance of any clinical practice placement initiated prior to the notice of termination. In such event, clinical practice placement will proceed in accordance with the terms and conditions of this Agreement until completed.
4. This Agreement may be amended by a written document, signed by both parties.

II. UNT Obligations

UNT will:

1. Provide Clinical Teaching Handbook(s) (“Handbook”) for each semester of the clinical practice that explains the program for teacher candidates, expectations of UNT and School District personnel who work with candidates, and UNT contact information.
2. Provide a Director of Clinical Practice (“Director”) who provides oversight and coordination of all required clinical practice experiences associated with teacher education courses. Director responsibilities include coordination with School District administrators, cooperating/mentor teachers, UNT faculty, and UNT field supervisors to secure clinical practice placements, develop clinical practice materials and assessments, and train UNT supervisors and cooperating/mentor teachers.
3. Provide an orientation for UNT faculty, staff, field supervisors and cadre coordinators who serve in supervisory positions. The orientation will provide an overview of the clinical practice programs and the responsibilities of participants.
4. Designate cadre coordinators for students who are placed in cadres. Cadre coordinators serve as intermediaries between the Director and UNT field supervisors. Their duties may include assisting with placements and conducting seminars for teacher candidates, UNT field supervisors, and cooperating/mentor teachers. This designation will occur in advance of the start of the cadre, if possible.
5. Identify representatives from UNT and the School District to serve on the Educator Preparation Advisory Council (“EPAC”). The EPAC will meet annually to review policies and Handbook(s) and will provide recommendations for any changes. The EPAC will meet annually to review the terms of this Agreement and make recommendations for changes.
6. Provide clear expectations in a timely manner regarding schedules, assignments, and assessments.
7. Assign UNT faculty and staff who will support teacher candidates and cooperating/mentor teachers throughout the course of the clinical practice placement.
8. Work to ensure that practices and policies increase the capacity of teacher candidates to work effectively with diverse learners and their families.
9. Train program participants in privacy rights of students under the Family Educational Rights and Privacy Act (FERPA) and require that program

participants comply with FERPA in their use and/or disclosure of student information.

10. Require that program participants undergo and satisfactorily pass a background check required of all District employees and volunteers before program participants may appear on campus or work directly with District students, whether on campus or in a remote learning environment.

The terms of this Agreement do not prohibit UNT from supervising a Clinical Teacher from another university.

III. School District:

School District will:

1. Provide placement opportunities in ethnically, linguistically, and socio-economically diverse communities and populations.
2. Designate adequate space for facilitating clinical practice including meeting space as administratively possible, for on-site PDS 1 methods course delivery and/or seminars.
3. Not recruit Clinical Teachers away from the program as teachers of record prior to their completion of the full teacher education program.
4. Limit use of teacher candidates as substitute teachers to no more than ONE time during the clinical practice experience.
5. Designate cooperating/mentor teachers who are qualified and willing to mentor student teachers. Cooperating/mentor teachers will be in compliance with all applicable national and state accreditation requirements.
6. Collaborate with UNT in providing annual orientation activities for teacher candidates and UNT personnel.
7. Provide information about clinical practice placements in school or district-wide communications, including newsletters, list-serves, and meetings.
8. The School District will assist UNT in the assessment and feedback of the clinical practice program by completing assessment forms provided by UNT in a timely manner.

A public school campus may accept a teacher candidate from a university other than UNT. Notwithstanding the preceding sentence, School District must adhere to the terms of this Agreement, regardless of the presence of another university's teacher candidate on a campus.

IV. Miscellaneous

1. UNT teacher candidates are held to the Code of Ethics and Standard Practices for Texas Educators as printed in the Handbook. Teacher Candidates shall comply with state regulations, written local school board policies, and other applicable state and federal laws.
2. The School District will promptly notify UNT in writing of any teacher candidate conduct that may violate the policies of UNT, the School District or the Code of Ethics and Standard Practices for Texas Educators. In the event a teacher candidate is to be suspended or dismissed from any placement, the School District will follow the Procedures for Suspension and Termination in the Handbook and consult with UNT before finalizing such action, unless immediate removal is required by law or to protect the health and safety of minors.
3. Nothing herein shall be deemed to create any association, partnership, joint venture, joint enterprise, or agency relationship between the Parties. In providing the foregoing services, the parties shall act as independent contractors.
4. The failure of either party to enforce any provision, to exercise any available remedy, or to demand the prompt performance of any obligation under this Agreement shall not be construed as a waiver or limitation of any right or remedy.
5. This Agreement and the rights and duties hereunder shall not be assigned by either party without the express written consent of the other party.
6. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, then the statutory dispute resolution process must be used in order to resolve any claim for breach of contract against UNT.
7. This writing constitutes the entire Agreement by the Parties. No later modification of this Agreement shall have force or effect unless set forth in writing and executed by authorized representatives of both Parties.
8. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. This Agreement is entered into in Denton County and venue for any legal proceeding regarding this Agreement shall be in Denton County.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have caused their duly authorized representatives to execute this Agreement to be effective upon signature by both Parties.

UNIVERSITY OF NORTH TEXAS

By: _____

Provost

Date: _____

Northwest ISD

By: _____

Name

Title

Date:



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Student Teaching Agreement with Western Governors University
Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

Western Governors University and Northwest ISD will seek to form a relationship focused on placement of teachers. Western Governors University places Teachers Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and continuous improvement of Teacher Candidates. Each student teacher for continuous requirement of 12 weeks and satisfy state requirements. The term of this agreement will be from August 10, 2020 to August 9, 2021. Western Governors University will pay an honorarium per teacher candidate to NISD. There is no cost to Northwest ISD as part of this agreement.

Support of Strategic Goals:

- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.

Budget and/or Fund Impact: There is no Budget or Fund impact.

Recommendation: Approve the Student Teaching Letter of Agreement between Northwest ISD and Western Governors University and authorizing the Superintendent or his designee to enter into contract as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Executive Director of
Purchasing



Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

STUDENT TEACHING LETTER OF AGREEMENT

Tier 1: Primary Partner

This Student Teaching Letter of Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (WGU), and Northwest ISD ("District"), and is effective as of the date of the last signature below ("Effective Date").

Thank you for working with Western Governors University (WGU) for the placement of student teachers. Our goal is to establish a relationship of collaboration that benefits your district/school and WGU Teacher Candidates, and that allows us to work together for continuous improvement. We look forward to working together for the benefit of your future educators.

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU), and the WGU Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP). WGU represents that each Teacher Candidate assigned to the District for Student Teaching is validly enrolled in an approved WGU credentialing program and meets the District's background requirements.

A. Mutual Expectations

A Primary Partner is a district/school where WGU places Teacher Candidates for a Field Experience with Cooperating Teachers, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Teacher Candidates, and to share accountability for Teacher Candidate outcomes. The school administrator and Cooperating Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each cohort and will receive an invitation to participate in an annual focus group.

B. Definitions

For the purposes of this Agreement, capitalized terms will have the following meanings:

- Teacher Candidate refers to a student enrolled in a WGU program leading to an education credential.
- Cooperating Teacher (or host teacher) refers to a district employee who is the teacher-of-record in the classroom where the Teacher Candidate is assigned. A Cooperating Teacher may or may not be a Clinical Supervisor.
- Clinical Supervisor refers to a present or former employee of District, retired educator, or any other individual meeting the criteria of "supervisor" established by WGU for this position, and engaged by WGU or District, to supervise a Teacher Candidate's progress during a minimum of six observations. WGU shall be responsible for the selection, assignment, training, and compensation of Clinical Supervisors. WGU welcomes nominations of Clinical Supervisors by the District/school.
- Preclinical Experience refers to the active participation by a Teacher Candidate in a wide range of in-classroom experiences in order to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching. Students reflect on and document at least 75 hours of in-classroom observations (15 hours of which must involve direct engagement with students in a classroom) leading up to Student Teaching.
- Student Teaching (or demonstration teaching) refers to the greater of the then-current WGU full-time and continuous requirement of 12 weeks (16 weeks for special education) or the State's and/or District's minimum requirement for Student Teaching. Student Teaching shall satisfy all applicable WGU and State requirements.
- Field Experience refers collectively to the Preclinical Experience and Student Teaching.

C. Cooperating Teacher Standards

District, with the input of WGU, will provide the Teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Cooperating Teacher that meets the following minimum requirements:

- Holds a teaching credential or license for the subject area and/or grade level being taught;
- Has a minimum of 3 years of teaching experience with strong evaluations;
- Demonstrates a positive impact on student learning in the classroom;
- Demonstrates ability to serve as a positive role model and mentor;
- Demonstrates actions related to leadership qualities and collaborating with others;
- Has successfully and with positive impact mentored teacher candidates, colleagues, and/or adults;
- Uses a computer to correspond with WGU staff and complete online evaluation forms; and
- Models consistently the dispositions and ethical considerations expected of WGU Teacher Candidates:
 - caring and considerate
 - affirming of diversity and cross-culturally competent
 - reflective practitioner
 - equitable and fair
 - committed to the belief that all students can learn
 - collaborative
 - technologically proficient
 - professional in leadership

D. WGU Responsibilities

WGU will:

- Select qualified Teacher Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in Field Experiences.
- Pay an honorarium per Teacher Candidate, either directly to the Cooperating Teacher or to the District, for the Cooperating Teacher's services. The Cooperating Teacher may also receive professional development hours connected to the successful completion of WGU Cooperating Teacher training.
- Require Teacher Candidates to have completed a background check acceptable to District prior to participating in Field Experience activities.
- Provide opportunities for feedback regarding improvement of WGU Teacher Candidate preparation.
- Provide professional development training to Cooperating Teachers regarding WGU processes and procedures.
- Maintain an online site for support, resources, and training for Cooperating Teachers.
- Facilitate a Cohort Seminar in which Teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.

E. District Responsibilities

District, or school administrator, will:

- Nominate one or more qualified Cooperating Teacher(s) by providing a completed copy of the Student Teacher Acceptance Form to the WGU Field Placement Team.

- Allow the Clinical Supervisor access to the host school and classroom for the specific purpose of observing Teacher Candidates.
- Provide Teacher Candidates with any District policies and procedures to which they are expected to adhere to during the Field Experience and while on District premises.
- Through the involvement of the Cooperating Teacher, participate with the Clinical Supervisor and Teacher Candidates in two evaluations: one mid-way through Student Teaching, and a Final Evaluation at the end of Student Teaching. WGU shall be responsible for the format of the evaluations.
- Provide Teacher Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Field Experience.
- Provide, when possible, opportunities for Teacher Candidates to use technology to enhance student learning and monitor student progress and growth.
- Provide, when possible, opportunities for Teacher Candidates to experience working with diverse student populations including English Language Learners and Students with Exceptional Learning Needs.
- Encourage Cooperating Teachers to participate in WGU’s training, held for each cohort (Fall or Spring) when a new Teacher Candidate is assigned, to understand WGU’s policies, processes, procedures, and how to mentor adult learners.
- Encourage Cooperating Teachers to participate annually in WGU’s Evaluation Form Calibration.
- Encourage administrators and Cooperating Teachers to participate in WGU’s Feedback Surveys (offered at the end of the Spring and Fall Cohorts) to report on Teacher Candidate quality and preparation and to provide program feedback to WGU for continuous improvement.

F. Additional Terms

- **Term.** This Agreement shall commence on the Effective Date and shall continue for one (1) year from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement; provided, however, that all Teacher Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching, with the exception of any Teacher Candidate terminated from participation by the District.
- **Points of Contact.** Each party shall designate a point of contact between the parties for communication and coordination of Student Teaching. Contact information is set forth following the signature block.
- **Education Records.**
 - District acknowledges that the education records of assigned Teacher Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, WGU hereby designates District as a “school official” with a legitimate educational interest in such records.
 - WGU shall instruct Teacher Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Teacher Candidates or WGU employees access to individually identifiable student information unless allowed by law. Teacher Candidates shall comply with FERPA in their use of any and all student information shared with them.
- **Video Recordings.** During Student Teaching, Teacher Candidates may be required to submit video recordings of their classroom teaching performance (recordings). Such recordings are designed to assist Teacher Candidates in improving their instruction and allow WGU to evaluate Teacher Candidate performance. Although student images may appear in the recordings, the primary focus is on the instruction and not the students or other adults in the classroom. The recordings will not be made public and will be uploaded to a secure site to be scored by WGU evaluators. WGU will instruct Teacher Candidates: (i) on appropriate protocol to submit recordings for evaluation; (ii) that no part of the recordings should be used for any personal or professional purposes outside of performance evaluation; and (iii) that recordings be destroyed once the evaluation is completed. WGU and Teacher Candidates

will give notice to parents of all students recorded and obtain necessary consent from students for the use of their images for this purpose. District understands that Teacher Candidates are not employees or agents of WGU and that any further precautions regarding the privacy of District's students should be agreed directly between the District and Teacher Candidates.

- **Right to Accept or Terminate a Placement.** District may refuse to accept for placement, or may terminate the placement, of any Teacher Candidate based upon its good faith determination that the Teacher Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify WGU in writing and shall state the reasons for such decision.
- **Background Check.** All Teacher Candidates will be required to pass a background check required for District personnel and volunteers prior to beginning any work on-site at District facilities or with District students.
- **WGU Insurance.** WGU warrants and represents that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, within 7 days of the signing of this agreement, shall provide a certificate of insurance, naming the District as an additional insured, as evidence of coverage. WGU shall maintain, at its sole expense, workers' compensation insurance as required by law.
- **Professional Liability Insurance.** Teacher Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Field Experience with limits of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate.
- **Status of Parties.** Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.
- **Non-Discrimination.** Both parties agree to fully comply with all applicable non-discrimination laws of District's state and municipality, and of the United States. Both parties will accept, assign, supervise and evaluate qualified Teacher Candidates regardless of race, sex, sexual orientation, creed, national origin, age, disability, Vietnam-era veteran status, or any other basis protected by law.
- **Entire Agreement.** This Agreement represents the entire understanding between the parties and supersedes all prior oral or written agreements, and no modification shall be valid unless in writing and signed by both parties. No Teacher Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WGU

DISTRICT

By: *Carrie A. Pottinger*
Carrie A. Pottinger (Jul 20, 2020 11:52 PDT)

By: _____

Title: Sr. Manager, Field Experience, Teachers College

Title: _____

Date: Jul 20, 2020

Date: _____

Point of Contact:

Email: fieldplacement@wgu.edu

Phone: 866-889-0132 (Option 1)

For notice purposes, contact:

General Counsel

Western Governors University

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-2533

Point of Contact: Missy Hutson, Dir. of Elementary Staffing

Email: MHutson@nisdtx.org

Phone: (817) 215-0046

For notice purposes, contact:

Dr. Ryder Warren, Superintendent

Northwest Independent School District

2001 Texan Drive

Justin, Texas 76247

With a copy to:

Christie Hobbs, General Counsel

Northwest Independent School District

2001 Texan Drive

Justin, Texas 76247



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Memorandum of Understanding with Region 11 – Reading Academies
TEA Grant Project Blended Cohorts

Date: August 10, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract to the greatest possible extent, with one another and with agencies of the state.

This agreement with Region 11, an authorized provider for the purpose of supplying the necessary blended training for the implementation of the Reading Academies program in Northwest ISD. The district will then provide the necessary training to Reading Academy training to NISD teachers and principals. The term of this agreement will be from August 2020 to July 2021. The district will either pay \$400 per participant.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.

Budget and/or Fund Impact: The funds for the MOU for Region 11 Reading Academies are budgeted as part of the General Fund budget .

Recommendation: Approve the Region 11 Memorandum of Understanding for Reading Academies TEA Grant Project Blended Cohort and authorizing the Superintendent or his designee to enter into contract as recommended by the administration.

Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Ryder Warren".

Ryder Warren, Ed.D.
Superintendent

A handwritten signature in dark ink, appearing to read "Brian Carter".

Brian Carter
Chief Financial Officer

A handwritten signature in dark ink, appearing to read "Mark Vechione".

Mark Vechione
Executive Director of
Purchasing



MEMORANDUM OF UNDERSTANDING
Reading Academies TEA Grant Project
Blended Cohort(s)

RECITALS

THIS INTERLOCAL AGREEMENT (hereinafter referred to as “Agreement”) is made and entered into by and between the _____, (hereinafter referred to as “The District” and Education Service Center Region 11, (hereinafter referred to as “ESC Region 11”),

WHEREAS, the Texas Government Code, Chapter 791, the “Interlocal Cooperation Act,” authorizes local government entities to enter into interlocal contracts for governmental purposes; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Education Service Center regarding their provision of Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety ; and

WHEREAS, TEA states that school districts have the following three options relating to ensuring their teachers obtain Reading Academies training:

1. **Use an Authorized Provider** for Comprehensive and/or Blended training for teachers and principals.
 - District pays per participant (\$3,000 for Comprehensive; \$400 for Blended).
2. **Apply to be an approved Authorized Provider** and provide the training to participants.
 - As an Authorized Provider, the district would assume all costs for the training.

3. **Sign an MOU with an Authorized Provider, then employ staff to act as Cohort Leaders and provide either the Blended or Comprehensive training locally to teachers and principals.**

- District pays a flat fee to the Authorized Provider (\$10,000 per Cohort Leader for Blended; \$12,000 per Cohort Leader for Comprehensive).
- All Cohort Leaders must pass the Cohort Leader Screening; and

WHEREAS, ESC Region 11, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this MOU with school districts that opt to provide Reading Academy training for their teachers and principals through Options 1 and 3 above.

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

I. Designation by District of Reading Academies Services to be Provided by ESC Region 11:

The District opts for ESC Region 11 to provide Reading Academies training to the District as follows:

Use ESC Region 11 as an Authorized Provider, and ESC Region 11 will employ staff to act as Cohort Leaders and provide Blended training to District staff.

II. Responsibilities of the Parties.

a. For ESC Region 11:

- 1) Ensure all Cohort Leaders meet the screening requirements determined by TEA.
- 2) Hire Cohort Leaders and assume responsibility for providing salary and benefits.
- 3) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
- 4) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
 - i. The leader of a Blended Cohort may manage a cohort of up to 100 participants - Blended Cohort Leaders may lead up to 3 cohorts at a time.
- 5) Support online training as determined by the TEA Blended Model.
- 6) Review submitted artifacts and provide individual scoring and feedback.
- 7) Coordinate any additional logistics with the district.

b. For the District:

- 1) Assign one or more individuals to support the coordination and implementation of Reading Academies.
- 2) Structure the district professional development calendar to support the implementation of Reading Academies.
- 3) Support ESC Region 11 in tracking and supporting teacher completion of Reading

Academy requirements.

III. TERM OF AGREEMENT

This Agreement shall be effective on _____, and terminate, except as provided herein, on _____, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC Region 11 of the District’s personnel (the “Term”). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies. No monies will be refunded unless Agreement is terminated within 30 days of initial signing date.

IV. FEES

District pays a \$400 fee per participant. Total cost for services provided by ESC Region 11 to District is _____.

V. ADDITIONAL TERMS AND CONDITIONS.

1. **Assignments.** Neither Party may assign this Agreement without the prior written consent of the other.

2. **Entire Agreement.** This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.

3. **Independent Contractor Status.** Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.

4. **Third Party Beneficiaries.** Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

5. **Governing Law.** This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in Tarrant County, Texas.

6. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC Region 11, of the staff and employees of ESC Region 11, or of the District.

7. **Dispute Resolution.** The Executive Director of ESC Region 11 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.

8. **Amendments.** This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

FOR AND ON BEHALF OF THE DISTRICT

FOR AND ON BEHALF OF ESC REGION 11

By: _____
Superintendent Signature

By: _____
Authorized Signature

Title

Title

Date

Date

District Contact Person

ESC Region 11 Contact Person

Title of Contact

Title of Contact

Street Address

Street Address

City, State Zip

City, State Zip

Contact's Telephone Number

Contact's Telephone Number



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Memorandum of Understanding with Texas Juvenile Justice Department - McFadden Ranch

Date: June 29, 2020

Background Information and Rationale: Pursuant to Chapter 791 of the Texas Government Code, Texas Education Code, School Districts and other governmental entities may join together to increase efficiency and effectiveness, by authorizing them to contract, to the greatest possible extent, with one another and with agencies of the state.

This Memorandum of Understanding between Northwest ISD and the Texas Juvenile Justice Department regarding McFadden Ranch. McFadden Ranch is a residential facility for delinquent youth located within Northwest ISD and operated by Texas Juvenile Justice Department, that provides 24-hour care, control and custody for individuals between the ages of 10 and 19 years old. The district operates Denton Creek School located on the TJJD facility grounds. The purpose of this agreement is to identify the duties and responsibilities of all parties. The term of this agreement is for three (3) years ending June 30, 2023. The district retains all funding entitlements and allotments pursuant to Texas Education Code Chapter 42. There is no direct cost to the District

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.

Budget and/or Fund Impact: The amounts for the Memorandum of Understanding between Northwest ISD and the Texas Juvenile Justice Department regarding McFadden Ranch (Denton Creek), if any are budgeted as part of the General Fund.

Recommendation: Approve the Memorandum of Understanding between Northwest ISD and the Texas Juvenile Justice Department regarding McFadden Ranch as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter₈₇
Chief Financial Officer

Mark Vechione
Exec Dir of Purchasing

NOW, THEREFORE, pursuant to 19 Tex. Admin. Code § 89.1115(d)(5)(A) (2019), Texas Human Resources Code, Title 12, Chapters 242 and 244, and Sections 25.001(b)(7), 29.012, and 37.023, Texas Education Code for mutual consideration of the covenants herein expressed, the District and TJJD agree as follows:

I. TERM AND APPLICATION

- A. Upon approval of the District's Board of Trustees and execution of this Agreement by both parties, this Agreement shall remain in full force and effect for the term of three (3) years, ending June 30, 2023.
- B. Either party may terminate this Agreement, with or without cause, upon delivery of written notice of termination to the other party at least thirty (30) days before the date of termination.

II. STUDENT EDUCATION

- A. Each student residing at the TJJD Facility shall be eligible to participate in instructional services of the District, pursuant to District and TJJD policies and subject to the requirements of the Texas Education Code. Students eligible for instruction, including students expelled from their home districts prior to placement in the TJJD Facility, will receive instruction in the general curriculum of the District. The schedule of instruction shall be commensurate with the District's school day and academic calendar.
- B. Upon enrollment, instructional programming for students receiving educational services at the TJJD Facility will be provided by the District and will be in accordance with the Texas Education Code, Texas Education Agency (TEA) rules as set forth in Title 19 of the Texas Administrative Code, Section 504 of the 1973 Rehabilitation Act (Section 504), the Individuals with Disabilities Education Act (IDEA), the Every Student Succeeds Act (ESSA), including requirements for No Child Left Behind - English as a Second Language (NCLBESL), if applicable, the Family Education Rights and Privacy Act (FERPA) and other applicable federal regulations.
- C. The eligibility of each student for special education and related services, including Extended School Year (ESY) services shall be determined individually by Admission, Review, and

Dismissal (ARD) / Individual Education Plan (IEP) committee. Each student eligible for special education and related services under IDEA shall be provided special education and related services in accordance with the IEP developed by the student's ARD/IEP committee.

III. STUDENT DISCIPLINE

- A. TJJD Facility student will follow the TJJD Facility rules of conduct when receiving educational instruction by the District at the TJJD Facility. The TJJD Facility Administrator and District Representative will develop a classroom behavior management plan that may include provisions for temporary removals of a student from class and that will address the provision of educational services during that removal.
- B. The District will promptly notify the TJJD Facility staff of any disciplinary matters involving a student. TJJD Facility staff will address disciplinary matters of a student reported by the District according to the classroom behavior management plan and the TJJD behavior management program.

IV. INSTRUCTIONAL FACILITIES

- A. Student services provided at the Denton Creek School, located on the TJJD Facility grounds, will be conducted in classrooms designed for that purpose.
- B. The District will ensure that classroom facilities meet TEA regulations. Classroom space provided at the Denton Creek School will be comparable to the District's classrooms and will contain chalk/dry erase boards. The District shall be responsible for compliance with and make any changes required to the Denton Creek School classrooms to comply with Section 504 and the Americans with Disabilities Act concerning accessibility.
- C. The District will provide lockable storage, lockable file cabinets, bookcases, and furniture appropriate for individualized instruction and safeguarding student records held at the Denton Creek School. The District will be responsible for ensuring that all records maintained in storage structures designated for District use at the Denton Creek School are properly secured for the safekeeping of student records. The District will provide instructional equipment as may be necessary for appropriate instruction of students at the Denton Creek School.

- D. The District shall ensure that all areas of the Denton Creek School comply with fire, safety, and health standards. The District shall furnish a copy of the State Fire Marshal's inspection report determining The District's compliance with fire codes.
- E. The District's Designee and the TJJD Facility Administrator will mutually establish the procedures for the District and TJJD staff to follow in use of the classrooms and office areas at the Denton Creek School.
- F. The District shall notify the TJJD Facility Administrator in writing at least thirty (30) days before building structural changes are made to any classrooms or support areas at the Denton Creek School that impact the TJJD Facility staff access to the Denton Creek School unless emergency conditions dictate otherwise. The TJJD Facility Administrator shall notify the District Designee in writing at least thirty (30) days before structural changes are made to the TJJD Facility that impact District staff access to the Denton Creek School unless emergency conditions dictate otherwise

V. DUTIES OF TJJD FACILITIES

- A. The TJJD Facility shall designate and provide the District with written notification of the name and contact information for the staff person who will act as the responsible TJJD Liaison with the District.
- B. The TJJD Facility will notify the District of admission of a student at the facility within three (3) business days of their admission.
- C. The TJJD Facility shall assign and have available in the Denton Creek School classroom area at least one qualified personnel to ensure the safety of students and teachers and for immediate crisis intervention at all times.
- D. For educational services provided at the Denton Creek School, the TJJD Facility shall provide adequate support staff to ensure safe transfer of students to and from their assigned classrooms, assist with behavior management of students when needed, arrange for the

care of a student who becomes ill during school, and provide notification to the appropriate District campus or administrator when a student is unable to attend school. The TJJD Facility shall provide supervision to all TJJD Facility students during state-mandated teacher duty-free lunch periods.

- E. The TJJD Facility staff shall be responsible for assuring that all students arrive to class on time and bring all necessary materials for full participation in classes. The TJJD Facility shall supply students with all materials and school supplies required and ordinarily provided by the parents and guardians of students enrolled in the District. The TJJD Facility shall ensure that the students' 16-hour schedule allows for supervising students in the completion of any homework assignments.
- F. The TJJD Facility staff shall attend ARD committee meetings for students residing at TJJD, as appropriate, based on each student's individual needs. The TJJD Facility will assist the District with obtaining all records and information necessary for the enrollment of students in the District, as required by the Texas Education Code "Requirements for Enrollment," Texas Education Code Section 25.002, and with obtaining information from parents, previous school districts, or other agencies with regard to any student's suspected disability in satisfaction of the District's "Child Find" procedures, as required by federal and state laws.
- G. The TJJD Facility shall provide all medical care and treatment services to each student, including administering all medications and respiratory therapy. TJJD shall provide each student with dental care, nursing and pharmacy services, food, and nutrition services. The provision of services by TJJD does not relieve the District's responsibility to ensure students receive related services, as recommended by an ARD committee for students receiving special education services. TJJD shall assist in providing these services as appropriate in the interest of efficiency.
- H. The TJJD Facility Administrator, whenever feasible, shall notify the District Designee in writing at least thirty (30) days before any major changes in TJJD Facility programs are made.

- I. The TJJD Facility shall provide in-service instruction and/or training to all District personnel providing classroom instruction at the Denton Creek School in the safe evacuation of students and staff in the event of fire or other catastrophes at the TJJD Facility.

VI. DUTIES OF THE DISTRICT

- A. The District shall designate and provide the TJJD Facility with written notification of the name and contact information of the staff person who will act as the responsible District Liaison with the TJJD Facility.
- B. The District shall provide instruction for enrolled students while maintaining the social patterns of school attendance and performance during the student's residence at the TJJD Facility.
- C. The District shall assure that the instructional program complies with District policies, TEA Rules, and federal and state statutes and regulations. In the event the District determines it cannot provide a student with instructional programming that meets the graduation plan of the student or instructional programming that complies with state and federal regulations at the Denton Creek School, the student may receive instructional programming at an alternative District facility agreed upon by the parties as better suited to meet the student's educational needs. In such instances, transportation of such student to and from any other facility shall be the responsibility of TJJD, unless otherwise required by applicable law.
- D. The District shall choose and supply the curriculum for each course taught at the TJJD Facility. The District shall have no obligation to keep students on their former education schedules.
- E. The District shall provide all necessary state-adopted textbooks for use by TJJD Facility students. All instructional materials must be approved by the District's curriculum specialists, or their designees, before being purchased. TJJD shall be responsible for the cost of lost or destroyed state-adopted textbooks regardless of fault.

- F. The District will maintain individual academic achievement records for each student and furnish official withdrawal records to TJJD and, upon request, to future schools in which the former TJJD Facility students enroll, after withdrawal.
- G. The District shall issue grade reports of courses in progress and (when applicable) course credits and shall recommend appropriate academic/grade or instructional/grade placement for each student who is released from the TJJD Facility.
- H. The District shall assign general education, ESL, and special education teachers as needed to meet graduation requirements and educational needs of students residing at the TJJD Facility.
- I. The District shall be responsible for providing special education services and supports to each student who qualifies for services under IDEA, pursuant to an ARD/IEP developed by each student's ARD committee. Such services include specially designed instruction and related and supplemental services determined necessary for eligible students, pursuant to IDEA and state law.
- J. If a student has an active ARD/IEP that was in effect in the previous school district, the District shall provide services comparable to those described in the student's ARD/IEP from the previous school district, until the District has developed or adopted an ARD/IEP for the student or conducted additional assessments.
- K. Pursuant to 34 CFR 300.321(a)(6), the District shall include the TJJD Facility Administrator or designee on the ARD/IEP Team as an individual who has knowledge or special expertise regarding the child. The District will ensure that the TJJD Facility Liaison is notified and provided all documents necessary for the full participation in all ARD/IEP Team meetings for TJJD Facility students eligible for special education services.
- L. The District shall conduct full and individual initial evaluations of students suspected of having a disability, as required by federal and state law concerning the education of students with disabilities. The District shall conduct reevaluation of students eligible for special

education services are required by federal and state law concerning the education of students with disabilities.

- M. The District shall provide an appropriate educational placement for each student eligible for special education, considering all available information regarding the educational needs of the student, including non-educational needs that may restrict the ability of the District to serve the student on a District campus or at the Denton Creek School.
- N. The District shall be responsible for assignment and training of surrogate parents for all TJJD Facility students for whom a surrogate parent must be appointed under federal and state law concerning the education of students with disabilities. Training of surrogate parents will follow guidelines established by the TEA.
- O. The District shall issue report cards and ARD/IEP progress reports to the TJJD Facility Liaison, students, and their parents or surrogate parent at the same intervals as all other students in the District.
- P. The District shall provide material and training necessary for the TJJD personnel to complete the enrollment, referral, and/or transfer information as required.
- Q. The District shall provide eligible students the opportunity and resources to prepare for and take all state-mandated assessments, and to prepare for and take the Texas high school equivalency (HSE) exams.
- R. TJJD has a zero-tolerance policy for any form of sexual abuse, sexual harassment, or sexual activity involving youth in the agency's care, pursuant to 37 Texas Administrative Code Section 380.9337. All District employees, volunteers, and contractors providing student services at the Denton Creek School agree to be trained on their responsibilities under this policy and other appropriate TJJD rules and regulations.
- S. All District employees, volunteers, and contractors providing student services at the Denton Creek School agree to be trained on the Prison Rape Elimination Act (PREA), 42 U.S.C §15601, et seq., incorporated herein for all purposes. The District shall acknowledge its receipt of the "PREA and Preventing Sexual Misconduct Overview" attached hereto as

Exhibit A by completing the acknowledgement form on the last page of Exhibit A and submitting it to Contract Specialist Suzi Rowan via email to suzi.rowan@tjtd.texas.gov or facsimile to 512490-7252.

VII. PERSONNEL

- A. All instructional personnel shall be recruited and employed by the District following the District's personnel policies. Personnel assignments shall be made by the District Superintendent, who also may assign personnel for any lawful reason as determined by the Superintendent. Recommendations regarding such assignment and reassignment may be made by the District Designee for the Superintendent's consideration.

- B. The District shall provide TJJD with the name of all District employees assigned to the educational program at the Denton Creek School prior to assignment to the facility. TJJD will obtain fingerprints for all District employees to enable the agency to complete a criminal history and background check on all District employees assigned to the Denton Creek School, as required by Texas Human Resources Code Section 42.056. The TJJD Facility may seek a waiver of the criminal history and background check requirement from the TJJD Executive Director, if information is provided that the District has completed a criminal history and background check that complies with requirements of Texas Human Resources Code Section 42.056. TJJD will pay the costs associated with any fingerprinting, criminal history, and background check completed by the agency. The District will not assign to the Denton Creek School individuals who are not acceptable to the District and TJJD, based upon a review of such national criminal history record information or any subsequent findings made that the individual has confirmed allegations of abuse, neglect, or exploitation.

- C. All instructional personnel, employed by the District and assigned to the educational program at the Denton Creek School shall be under the supervision of the District Designee. The District Designee is responsible for supervision of personnel and programs. All District assignments shall adhere to the teaching schedules and other assignments established by the District Designee.

- D. All instructional personnel, employed by the District and assigned to the Denton Creek School shall hold the appropriate certifications, qualifications, or permits required by the TEA. Official copies of certifications shall be filed at the District Administration building.
- E. All instructional personnel employed by the District and assigned to the District shall be evaluated by the District with the State of Texas approved instrument designated by their assignment. At any time, the TJJD Facility Administrator may communicate with the District Designee regarding the performance of District personnel assigned to the Denton Creek School; however, no member of the TJJD Administration shall have any control or discretion over personnel issues regarding District employees assigned to the Denton Creek School.
- F. All instructional personnel employed by the District and assigned to the Denton Creek School shall attend the staff development planned by the District. Teacher assistants employed by the District and assigned to the Denton Creek School will attend staff development appropriate to their duties.
- G. The schedule of teaching days, in-service training, teacher workdays, holidays, and bad weather days of the District instructional personnel assigned to the Denton Creek School shall correspond to the official calendar of the District.
- H. The TJJD Facility Administrator or their designee shall promptly report to the District any allegation of abuse, neglect, or exploitation or other complaint reported by TJJD Facility students or staff against District personnel. Investigation of such allegations or complaints will be conducted as required by state law and TJJD policy. The TJJD Facility Administrator or their designee will inform the District of the determination of any investigation, and convey its recommendations for action to the District. TJJD will permit the District to complete its own investigation, in accordance with District policies and shall take all actions necessary to support such independent investigation. Any disciplinary action taken against a District employee in response to such investigation and recommendation shall be in the sole discretion of the District.

VIII. MAINTENANCE AND CONFIDENTIALITY OF STUDENT RECORDS

- A. The District and TJJD administrators and professional employees shall share student information and records to the extent that it applies to the performance of the terms of this Agreement and as permitted or required by law. All District and TJJD staff will comply with all state and federal laws regarding the confidentiality of student and TJJD youth information.
- B. Student eligibility folders containing documents for audit under TEA rules shall be maintained by the District. Such folders shall be made available for examination subject to state and federal law concerning the confidentiality of student educational records.
- C. The District shall maintain a secure space accessible only by the District personnel for the storage of confidential educational records at the Denton Creek School.

IX. GENERAL TERMS

- A. The District shall be the sole recipient of any and all funding entitlements and allotments pursuant to Chapter 42 of the Texas Education Code. Further, the District shall be the sole recipient of any and all funding entitlements and allotments pursuant to federal and state law concerning the education of students with disabilities.
- B. Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any similar such relationship between the parties hereto.
- C. In the performance of the Agreement, it is mutually understood and agreed that the District and its employees are not acting or performing as employees, joint venturers, or agents of TJJD. TJJD shall neither have nor exercise any control or direction over the specific methods or judgement by which the District shall perform their educational services hereunder. This Agreement does not create an employment relationship between the District employees and TJJD. TJJD shall not be liable in any way for any compensation, wages, or expenses of District personnel in connection with providing services to the

students residing at the TJJD Facility. District personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that TJJD provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the District.

- D. Any participation in a TJJD program by a District employee after the end of or outside of the District's scheduled school hours, whether on a paid or volunteer basis, shall be considered outside the scope of the employee's District employment. TJJD will provide supervision for its staff and volunteers, during all times they are performing duties associated with TJJD programs, regardless of the time of day or the location where the duties are performed, and the District shall in no event be responsible for the actions of persons not deemed in its employ at the time of such actions.
- E. In the performance of this Agreement, it is mutually understood and agreed that TJJD and its employees are not acting and performing as employees, joint venturers, or agents of the District. The District shall neither have nor exercise any control or direction over the specific methods or judgement by which TJJD provides services to students residing at the TJJD Facility. This Agreement does not create an employment relationship between TJJD employees and the District. The District shall not be liable in any way for any compensation, wages, or expenses of TJJD personnel in connection with providing services to the students residing at the TJJD Facility. TJJD personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social Security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of TJJD.
- F. Nothing in this Agreement shall be deemed to relinquish, waive, modify, or amend any immunity or legal defense available at law or in equity to TJJD, the District, or their respective trustees, officers, employees, and agents. Neither the District nor TJJD waives, modifies, or

alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas. No provision of this Agreement is consent to suit.

- G. Nothing in this Agreement shall be deemed to extend or increase the jurisdiction or authority of either TJJD or the District except as necessary to give effect to this Agreement. All the governmental functions and services of TJJD shall be and remain the sole responsibility of TJJD. All governmental services and functions of the District shall be and remain the sole responsibility of the District.
- H. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.
- I. No waiver by either party or any default of this Agreement shall operate as a waiver of any future or other default whether of a like or different character or nature.
- J. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable.
- K. Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein and shall be made an amendment to this Memorandum of

Understanding (MOU) as discussed below. The addresses of the parties are as stated in the introductory paragraph of this MOU and the appropriate addressee shall be provided upon request of the party providing notice.

- L. The parties may modify this MOU through written amendment, signed by all parties, and expressly made a part hereof.

X. RESOLUTION OF DISPUTES

- A. Resolution of disputes concerning implementation of this MOU must first be attempted at the staff level by the designated liaisons for the District and the TJJD Facility. If resolution is not reached after a reasonable period of time (not to exceed 45 calendar days unless the District and TJJD agree otherwise), the dispute will then be referred to the respective executive officers, or their designees for further negotiation.
- B. In any legal action arising under this Agreement, the laws of the State of Texas shall apply and venue will be Denton County, Texas.

Agreed to as indicated by signature of authorized representative below and executed as of the date last written:

XI. REVIEW OF MOU

This MOU shall be reviewed on or before its renewal date. Proposed modifications to this MOU must be submitted in writing to the District Superintendent and to the TJJD Education Department, Manager of Reentry Programs and Support. Acceptable written modifications, including any change of address, will be signed by both parties and expressly made a part of this MOU as an amendment.

By signing below, you certify that you have been authorized by the governing body of your respective entity, at a duly called and conducted meeting held in accordance with Chapter 551 of the Texas Government Code, or via administrative rules adopted in accordance with Chapter 2001 of the Texas Government Code, to execute this MOU.

AGREED:

Camille Cain
Executive Director
Texas Juvenile Justice Department

Ryder Warren, Ed.D.
Superintendent of Schools
Northwest Independent School District

Date

Date

Approved as to form:

TJJD Staff Attorney

Northwest ISD Attorney

EXHIBIT A

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Overview for TJJJ's Service Providers

Sexual misconduct in corrections doesn't just happen out of the blue. Typically, there are red flags that we ignore or choose to keep silent about. Imagine a two-way road with road markers dividing the on-coming traffic. Have you ever been travelling down a road and found yourself driving on those bumpy road markers? What did you do? Undoubtedly, you moved back into your lane. Those road markers were the **warning signs** that you were crossing the line. What if you were the *passenger* and you noticed the driver was always driving on the road markers? Would you say anything? Why or why not?

When it comes to staff/volunteer/service providers' misconduct, it is not acceptable to remain silent about it. We need to be aware of the warning signs and report suspected misconduct immediately. We also need to be professional and provide effective supervision of youth.

The chapter includes an overview of the law, as well as TJJJ policy and practices related to sexual misconduct. There is emphasis on reporting of alleged sexual misconduct as well as the role of staff, volunteers and service providers in prevention and intervention. PREA became federal law in September 2003, and it is designed to ensure correctional facilities establish policies and practices to protect those who are incarcerated from sexual violence by staff or other offenders in the facility. Members of the public and government officials are often unaware of the epidemic nature of the issue.

Thanks to PREA, there is increased visibility of the issue and accountability for government facilities, private facilities, and every individual who works in corrections.

The Prison Rape Elimination Act was created to eliminate sexual violence within corrections. PREA mandates apply to all TJJJ institutions, community-based corrections, and contract facilities. TJJJ volunteers and service providers are also subject to this law. Among other things, PREA establishes a **zero tolerance standard** for the incidence of sexual violence in corrections in the United States and increases the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence. It was also established to protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. Sexual abuse of persons in custody is cruel and unusual punishment—a violation of our nation's Bill of Rights.

This law protects both male and female youth. It is about basic human rights and human dignity.

The Prison Rape Elimination Act (PREA) of 2003 notes the following:

- Sexual violence in corrections often goes unreported, and inmate victims often receive inadequate treatment for the severe physical and psychological effects of sexual assault – if they receive treatment at all.
- Most corrections staff (and volunteers!) are not adequately trained or prepared to prevent, report, or treat inmate sexual assaults.
- While studies show the rate of HIV and AIDS in juvenile correctional facilities is low, sexual violence places youth at risk for the spread of the virus as well as the spread of sexually transmitted diseases (Hepatitis B and C).
- Sexual violence has a tremendous emotional impact on survivors, many of whom suffer from the effects of trauma.
- Sexual violence often exacerbates racial tensions when the violence is interracial in nature. This is particularly true in correctional populations that are divided among racial lines.

The 9 Purposes of PREA

1. Establish a *zero-tolerance* standard for the incidence of sexual violence in corrections in the United States.
2. Make the prevention of sexual violence a top priority in corrections.
3. Develop and implement national standards for the *detection, prevention, reduction, and punishment* of prison rape.
4. Increase available data and information on the incidence of sexual violence.
5. Standardize the definitions used for collecting data on the incidence of sexual violence.
6. Increase the accountability of officials who fail to *detect, prevent, reduce, and punish* sexual violence.
7. Protect the Eighth Amendment rights of federal, state, and local prisoners, or in our case, the youth. The sexual abuse of persons in custody is cruel and unusual punishment - a violation of our nation's Bill of Rights.
8. Increase the efficiency and effectiveness of federal expenditures through grant programs such as health care; mental health care; disease prevention; crime prevention; investigation and prosecution; prison construction, maintenance, and operation; race relations; poverty; unemployment; and homelessness.

9. Reduce the costs that sexual violence imposes on interstate commerce. (Without PREA, the costs incurred by the federal, state, and local jurisdictions to administer correctional programs increases substantially by the spread and incidence of HIV, AIDS, and STD's, and thereby, causes increased health and medical expenditures as well as mental health care expenditures.)

A Bureau of Justice Statistics survey in 2005-2006 found that allegations of sexual violence in juvenile facilities are made at a higher rate than in adult prisons. Therefore, it is vital that we understand what sexual misconduct is, how to report it and, more importantly, how to prevent it.

The TJJJ has a zero tolerance policy on any form of sexual misbehavior and has implemented numerous safeguards to ensure the safety of both youth and staff.

Among these actions are:

- establishing a twenty-four hour hotline, the Incident Reporting Center (IRC),
- providing trauma-informed care and cognitive therapy to youth,
- changing the physical plants,
- increasing the ratio of staff-to-youth supervision,
- establishing a centralized Office of Inspector General (OIG) to conduct investigations,
- creating a Special Prosecution Unit to insure consistency in enforcing TJJJ's zero-tolerance policy concerning sexual abuse, and
- implementing safe-housing assessments to make appropriate residential placements.

TJJJ also retained a consultant to conduct an agency-wide and facility-specific review to identify how it can improve its approach to eliminating sexual assault through new or refined policies, procedures, or practices.

All sexual misconduct is prohibited, and in some instances, will lead to criminal prosecution. All allegations of sexual misconduct will be investigated. The Department of Justice defines sexual misconduct as "any behavior or act of a sexual nature directed toward an inmate by an employee, volunteer, official visitor or agency representative."

Texas Law

Senate Bill 894 was passed during the 76th Legislature. This legislation amended Texas Penal Code, Section 39.04 Violations of the Civil Rights of a Person in Custody; Improper Sexual Activity with a Person in Custody. This amendment made it a criminal offense for employees of correctional facilities,

including contract employees, to have sexual intercourse or sexual contact with persons in custody.

Texas Penal Code, Section 22.011 defines sexual contact as “any touching of the anus, breast, or any part of the genitals of another person with intent to arouse or gratify the sexual desire of any person.”

Any TJJD employee who engages in sexual intercourse or sexual contact with a youth in our custody is not only committing sexual misconduct, he or she is **breaking the law**. Violation of this law is punishable by state jail time and/or a fine. The perpetrator may also have to register as a sex offender.

Mandates in Texas Law

Establishment of the Office of Inspector General (OIG) in TJJD for the purpose of investigating crimes committed by staff.

Establishment of the Office of Independent Ombudsman for the purpose of investigating, evaluating, and securing the rights of the TJJD youth.

Confidential youth access to a toll-free number for the purpose of reporting information related to the abuse, neglect or exploitation of TJJD youth. Staff may also report through the toll-free number which we will soon discuss.

Reporting procedures, including staff designated at the facility and Central Office to handle reports of sexual abuse.

61.055[0] Zero-Tolerance Policy

(a) The Texas Juvenile Justice Department (TJJD) shall adopt a zero-tolerance policy concerning the detection, prevention, and punishment of the sexual abuse, including consensual sexual contact, of children in the custody of the TJJD. Texas Family Code 261.102 states “A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by this subchapter.”

It is important for youth, parents, staff, volunteers, and the public to know that TJJD has zero tolerance for sexual abuse of youth.

Q: What does “zero tolerance” mean?

A: All suspected incidents of sexual misconduct will be investigated. Appropriate actions will be taken regarding protection of victims and discipline of perpetrators. Any staff or volunteer found to have engaged in sexual intercourse or sexual contact with a youth will be prosecuted to the full extent of the law.

**REPORT ALL
SUSPECTED
INCIDENTS OF ABUSE,
NEGLECT, AND
EXPLOITATION**

866-477-8354

Zero tolerance also means you are required to report all suspected sexual misconduct. It is the law!

Texas Penal Code Chapters 21 & 22 include several codes making it illegal to expose oneself or have sexual contact with any child under the age of 17. Remember, it doesn't matter how old the youth is when they are incarcerated. There is no "age of consent" in TJJJ. All sexual contact between staff and the youth is strictly prohibited by law.

Youth will NOT face any consequences for staff-on-youth sexual contact.

Texas Family Code 261.102 states "A person having cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect by any person shall immediately make a report as provided by this subchapter."

There is No Consent for Sexual Behavior in TJJJ!

Youth-on-Youth:

Perceived consent may not be 'consent' in reality. Other youth may exercise an influencing degree of intimidation and control.

Staff-on-Youth:

Incarcerated persons are never regarded as being in a position to grant legitimate consent. Staff have enormous power over a youth. Because of this difference youth can never be seen as giving consent. This is not any different than a teacher and student, therapist and client, etc.

TJJJ Policy

- **GAP 93.37-Alleged Sexual Abuse, Neglect & Exploitation**— The Texas Juvenile Justice Department has zero tolerance for any form of sexual abuse of youth under TJJJ jurisdiction. This rule establishes prohibited conduct and behaviors that are broader than those established by statute as violations of law. This rule sets forth standards for reporting and investigating alleged sexual abuse of TJJJ youth. This rule also addresses screening and housing placement procedures for youth who may be potential victims or perpetrators of sexual abuse.

You must report all suspected incidents of sexual abuse, neglect and exploitation immediately. There are no consequences for reporting sexual misconduct. TJJJ cannot retaliate against a staff, service providers or volunteer for reporting alleged sexual abuse, neglect and exploitation of a youth. It is the law and your responsibility.

- **PRS.01.09 – Staff/Youth Relationship** states that the nature of the relationship of TJJJ staff/service providers/volunteers and youth is of

critical importance in efforts to influence youth in a positive manner. Employees, and volunteer found to have engaged in any prohibited behavior when interacting with TJJD youth are subject to disciplinary action. Service providers found to have engaged in any prohibited behavior when interacting with TJJD youth will result in the termination of their contract and criminal investigation.

- **GAP 93.1 – Basic Youth Rights** states that TJJD recognizes that each youth in the TJJD system has certain basic rights including the right to protection from physical and psychological harm.
- **GAP 07.03-Incident Reporting**—states that critical incidents must be reported immediately to the Office of Inspector General-Incident Reporting Center (IRC) and a written report to the Chief Local Administrator. Critical incidents under this policy include alleged sexual abuse of a youth, alleged sexual misconduct by a youth, escape of a youth, death of a youth, serious suicide attempt, use of OC spray and other incidents.
- **GAP 93.33-Alleged Abuse, Neglect & Exploitation** provides for the investigation of allegations of abuse, neglect or exploitation in programs and facilities under Texas Juvenile Justice Department (TJJD) jurisdiction. This rule provides standards for investigations and for the compilation of investigation information. The purpose of all provisions in this rule is the protection of youth.

You must report all suspected incidents of abuse, neglect and exploitation immediately. There are no consequences for reporting alleged misconduct. TJJD cannot retaliate against a staff, volunteer or service provider for reporting alleged abuse, neglect and exploitation of a youth. Again, it is the law and your responsibility.

**REPORT ALL
SUSPECTED
INCIDENTS OF ABUSE,
NEGLECT, AND
EXPLOITATION**

866-477-8354

Myths

It is hard to understand why a staff or volunteer would either engage in sexual misconduct or fail to report suspected misconduct. The more we understand this complex problem, the more we can do to prevent it. Often, the correctional culture and work environment can impact staff attitudes and ultimately contribute to the problem of sexual misconduct.

Myth #1: Staff know their professional boundaries, it is common sense. Corrections personnel roles are shifting from an “enforcer” role to that of a “change agent” or “helper”.
Inadequate training.

Myth #2: Sexual misconduct in facilities is a male staff on female youth issue.

While the issue of sexual misconduct was initially recognized and addressed in women’s prisons, the data from institutional settings show that sexual misconduct occurs among all “quadrants” – female staff/male youth, female staff/female youth, male staff/female youth and male staff/male youth. Youth-on-youth sexual contact is often same sex contact since most of our facilities contain all boys or all girls.

Myth #3: Youth “consent” to inappropriate relationships.

Texas Statutes, TJJJ policies, and several court decisions have clearly stated that youth cannot “consent” to illegal and inappropriate conduct with staff. This is true for all of our youth, even those 17 years and up. There is a power imbalance between incarcerated youth and staff.

Myth #4: Youth manipulate staff into these situations.

While some youth may try to gain favors by exploiting certain staff, it is **not the attempt** by the youth, but the **response of the staff member** that carries the consequences.

Myth #5: Staff will tell their superiors if they suspect inappropriate conduct by a peer.

The facility’s managers and supervisors set the example and “tone” of professional conduct. In addition, they must inform staff what they require or desire to be reported.

If you do not report suspected sexual misconduct you are contributing to an unsafe environment. Staff who are behaving inappropriately are not focused on doing their job properly. **The sense of order and safety is compromised for everyone.**



Myth #6: Telling youth about a facility’s zero tolerance policy and how to report suspected sexual misconduct produces false allegations by youth who want to “get even” with a staff member.

Only about 10% of childhood sexual abuse is reported nationally. When you combine that with stigma in the correctional environment, youth are even less likely to report their own abuse.

TJJJ Reporting of Alleged Sexual Misconduct

Youth may report alleged sexual misconduct a variety of ways:

- Calling the abuse hotline 866-477-8354
- Filing a grievance—this process is outlined in your upcoming Youth Rights training

- Reporting to staff, volunteers, or contractors
- Reporting to law enforcement
- Family complaint

Let's discuss the reporting steps for TJJD staff, volunteers and contractors.

There are additional requirements for how reports by staff are handled by the CLA. Below are the steps for you to follow:

1. **Immediately** notify the **OIG - IRC** via the **abuse hotline** (866-477-8354) and obtain a tracking number.
2. Submit a **written report** with **tracking number** to the Chief Local Administrator. You must provide the following information:
3. Identity of persons involved
4. Location and time of relevant events
5. Identity of others who may provide further information
6. Submit report as soon as you notify the IRC, but **no later than the end of your current shift.**

All reported allegations will be investigated. Staff may not retaliate against youth or other staff/volunteers for reporting abuse.

In addition to reporting within TJJD, you may also report to the appropriate law enforcement agency, the Department of Family and Protective Services (DFPS), or the Office of the Ombudsman.

Our policy, which has a provision for reporting abuse within TJJD, is in compliance with the law. However, if you are ever in doubt about what to do, contact your supervisor or the Chief Local Administrator immediately.

The facility administrator must take *immediate* steps to protect the alleged victim, and separate him/her from the alleged perpetrator. Other steps that may be taken include, but are not limited to:

- Transfer to another dorm or placement on the campus
- Administrative transfer to another facility or program

Again, the youth are separated immediately regardless of whether the investigation has begun. The administrator must evaluate who should be moved—alleged victim or alleged perpetrator—and to where. Every situation is different and it's important to talk to the alleged victim to determine what he or she needs to feel safe. It is important to do this in a sensitive, confidential manner to the extent possible. The move should be handled in a sensitive manner to minimize any negative impact on a victimized youth. **The goal is to ensure the youth's safety without embarrassing or humiliating the youth.**

TJJD Investigations

If a report presents an immediate risk of physical or sexual abuse that could result in the death or serious harm to the youth, the initial response by an OIG investigator will take place within 24 hours after the OIG is notified of the report.

Otherwise, within 2 working days of receiving the notice of the allegation, the OIG Supervisor over the Incident Reporting Center (or designee) will review the incident and refer the case for investigation and resolution. TJJD staff must protect the area of the alleged assault until the proper authorities arrive to process the scene. It is important that anything that may be considered evidence during the investigation remain undisturbed.

The assigned investigator will begin collecting evidence, including (but not limited to):

- Witness statements
- Physical evidence
- Photographs
- Security videos

It should be noted that anyone who is accused in a criminal investigation has the right to remain silent. All others are expected to cooperate with the investigation.

The investigator will make a finding of “confirmed” or “not confirmed” based on a preponderance of the evidence which will be detailed in a written report. The report is submitted to the Supervisor within 30 calendar days of assignment, unless there is justification for the delay as outlined in policy.

Upon review and approval by the appropriate OIG Supervisor, the investigation is closed and the report is forwarded to the Chief Local Administrator (CLA) within 3 workdays. A report may also be provided to law enforcement for purposes of investigation or prosecution.

The CLA will ensure that the youth, the family and the accused are notified of the results of the investigation. The CLA takes the necessary actions based on findings in the report to rectify the situation and prevent similar situations from taking place in the future.

Staff and volunteers have a right to file a grievance to challenge disciplinary actions resulting from an official investigation. Generally, grievances are resolved within 21 days. However, if the case was handled as a criminal investigation, the findings are “non-grievable.” Parents, guardians, youth and the CLA also may appeal the findings to the Executive Director.

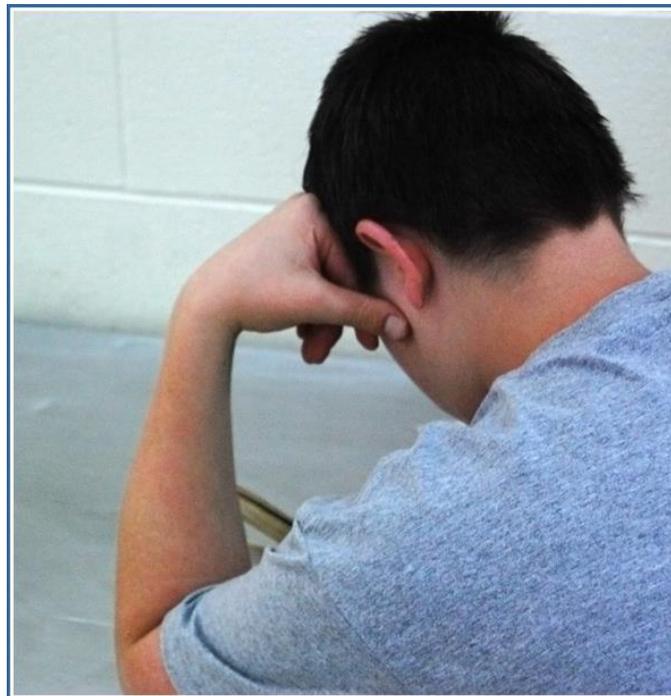
Victim Services

Medical services and counseling will be provided by specially trained personnel, which may include non-TJJD personnel such as a counselor from a Rape Crisis Center or a Sexual Assault Nurse Examiner. Such special services must be provided as soon as possible.

As per TJJD policy, victims of any type of sexual assault will:

- Receive a mental health assessment
- Receive a medical assessment—may include a forensic medical exam as determined by trained medical personnel
- Be provided protective housing, as needed
- Be provided emergency counseling, as needed

The youth should be referred immediately for these services through the infirmary, the hospital or other approved entities. If a youth requests additional medical or psychological services, immediately refer the youth to the infirmary and notify your supervisor.



Dynamics of Correctional Culture

Correctional culture is a complex concept that is influenced by many factors. Different institutions within the same agency can even have different cultures.

Punishment vs. Rehabilitation

In the 1980's and 90's, a "get tough on crime" mentality permeated society leading to changes in sentencing laws for juveniles. This has led to insensitivity over the plight of incarcerated persons, including false, inhumane beliefs such as:

- Those perceived as lesbian, gay, bisexual or transgender bring sexual violence upon themselves
- Those who have committed violent crimes deserve to be sexually assaulted

Code of Silence

As a TJJD service provider, you have a responsibility to advocate for the safety of our youth. Remaining silent amounts to protecting a predator or a person using their power to hurt another person. **Administrators cannot retaliate against you for reporting alleged sexual misconduct.**

Balance of Power

Staff are in a position of power based simply on the fact that they are staff, and volunteers are in a position of power based simply on the fact that they are adults. When staff, volunteers and service providers engage in sexual misconduct, they are using their power to victimize the youth. Whether or not they verbally threaten the youth, the threat is implied. Engaging in sexual acts with a TJJD youth is an abuse of power which will lead to prosecution.

A power structure exists among the youth as well. Some youth may be considered as having a "higher" status based on factors such as being in a gang. Those considered to be of higher status can exert power over more vulnerable youth. Sexual assault or other forms of victimization among the youth can and do occur without proper staff supervision.

Adolescent Development

Youth are not little adults. They are still developing physically, mentally, emotionally and cognitively. Characteristics include:

- Identity development
- Concerned with peer acceptance and belonging
- Changes in physical appearance
- Sexual exploration

Healthy sexual development includes masturbation in private, holding hands/romantic feelings, hugging, kissing, and fondling. **Note: Though considered healthy sexual behaviors outside of custody, these behaviors are still prohibited in TJJD facilities** such as kissing, fondling and sexual intercourse.

In juvenile corrections, we face the delicate task of balancing the safety of youth in our custody with what might be considered age-appropriate sexual behavior.

Remember: There is no sexual contact permitted in TJJD - period.

Lesbian, Gay, Bisexual, & Transgender Youth

Lesbian, gay, and bisexual are terms referring to one's sexual orientation. The American Psychological Association defines sexual orientation as "one's sexual attraction to men, women, both, or neither." **Gender identity** refers to a sense of oneself as male or female. **Transgender** "is an umbrella term used to describe people whose gender identity (sense of themselves as male or female) differs from that usually associated with their birth sex."

According to a report by the Child Welfare League of America, both gender identity and sexual orientation are established at an early age. Gender identity is generally established by 3 years of age. Sexual orientation is usually established long before a youth has become sexually active, generally age 10, but some by the age of 5. It is important to note that many youth do not "come out" (even to themselves) until mid-to-late adolescence.

Staff and volunteers may also have personal beliefs about LBGT youth that can interfere with effective supervision. All staff and volunteers are expected to carry out the duties of their job in a fair and neutral manner. Staff and volunteers should avoid discussing their personal opinion on sexuality with the youth.

It is important to note that LGBT youth commonly suffer from chronic stress related to harassment, coming out to friends and family or having one's sexual orientation discovered.

In a national study of LGBT youth, one in three reported being harassed due to their sexual orientation, 85% reported hearing homophobic remarks from peers and nearly a fourth of the youth heard these remarks from teachers or school staff, with very few teachers ever intervening to help them!

LGBT youth are particularly vulnerable within juvenile facilities. In focus groups conducted by the Child Welfare League of America, “ALL (LGBT) youth who participated reported having experienced verbal harassment in juvenile justice facilities on a regular basis.” In addition, many reported being sexually assaulted by staff or other youth in these facilities.

A Scenario of Victimization & Trauma

Jim is a 16-year-old youth who arrived at your facility 3 months ago. He confided in his case manager that several other youth were beating him up at night and taking his food. The case manager responded, “If you come in here acting like a sissy, they will take advantage of you. You need to stand up for yourself; otherwise you are going to have a rough life in here. ”

Jim asked to file a grievance in hopes of being moved to another dorm. But, decided against it after staff warned that a grievance could make things worse because it would anger the other youth. Jim felt anxious, scared and depressed. He told himself, “I’m just going to have to do what I have to do.”

Days later, one of the JCOs overheard a coded conversation among the youth leading him to believe that Jim had been sexually assaulted recently after “lights out.” The staff asked Jim directly, but he denied anything had ever happened. Eventually, staff dropped the matter after noticing that Jim no longer appeared fearful and seemed to have made friends with one of the older boys on the dorm. The friendship seemed unlikely, and staff went so far as to thank the other boy for being nice to Jim.

Staff were shocked when the two boys were caught having sex. Finally, a thorough investigation revealed that Jim had been violently sexually assaulted by 3 boys on the dorm and lived under constant fear that it would happen again. Jim eventually became known as the other boy’s “punk,” submitting to the boy’s sexual demands in return for protection from the others. Jim stated that he felt



degraded and powerless and submitted to the role only because he felt he had no choice.

Dynamics of Sexual Violence

Just Detention International (formerly Stop Prisoner Rape) reports that:

- Boys are more likely to be abused by other boys in juvenile corrections.
- Girls are more likely to be abused by staff.
- Girls with a history of prostitution are especially vulnerable to sexual victimization by staff.

Staff predators may seek to take advantage of the girls' low sense of self-worth, feelings of powerlessness, and exhibition of sexually inappropriate behaviors.

Youth promiscuity is often the result of past victimization. Professional boundaries are the key to dealing with youth who are promiscuous. Set limits and be clear with the youth about what is appropriate versus inappropriate behavior.

Post Traumatic Stress Disorder and Rape Trauma Syndrome

Psychological trauma can result from a distressing experience that overwhelms an individual's ability to cope with the emotions. Victims of sexual assault often experience psychological trauma as a result of their victimization.

Some symptoms of psychological trauma include:

- Thoughts of suicide
- Anxiety
- Worsening of pre-existing mental health conditions
- Memory and concentration problems
- Eating and/or sleeping problems

More severe forms of trauma associated with sexual assault can lead to a diagnosis of **Post Traumatic Stress Disorder (PTSD)** or **Rape Trauma Syndrome**.

PTSD is a psychological diagnosis that is caused by an event which involved a threat to someone's life or physical well-being and caused intense fear. Events may include war, natural disasters, sexual assault, or any event which caused the person intense fear.

PTSD victims may experience:

- Intense nightmares and flashbacks
- Lack of interest in activities
- Numb emotions
- Sleep problems
- Avoidance of certain people
- Places or things that remind him or her of the occurrence

- A variety of other intense feelings

All people react differently to sexual assault, so there isn't a "right" way or a "wrong" way. Youth who are assaulted will need support and sensitivity from staff.

Impact of Staff/Volunteer Sexual Misconduct

When staff or volunteers are involved in any way with sexual misconduct, they counter-effect interventions and the treatment residents are receiving by:

- Modeling poor social skills and anti-social behavior.
- Reinforcing anti-social attitudes or beliefs of our youth which is the opposite of what we are trying to do in CoNEXTions©.
- Victimizing youth who have been victimized throughout their life and are already emotionally vulnerable due to their past history of abuse or neglect.
- Jeopardizing facility security. When youth do not feel safe, it impacts the overall safety and security of the entire facility.
- Violating the constitutional rights of youth - The Eighth Amendment rights of state and local prisoners, including youth, are protected through the due process clause of the Fourteenth Amendment.
- Exposing the entire facility and agency to civil and criminal liability, and undermining public support for the agency.
- Jeopardizing the role of volunteers in the agency and volunteer-led programs.

Sexualized Work Environment

Staff and volunteers need to ensure that the environment in which they work and the youth live is not one in which conduct of a sexual nature is commonplace. Such an environment is known as a sexualized environment. A sexualized work environment is one in which the behaviors, dress, and speech of either staff and/or youth create a sexually charged workplace.

While youth can contribute to a sexualized environment, staff and volunteers are ultimately responsible for modeling appropriately.

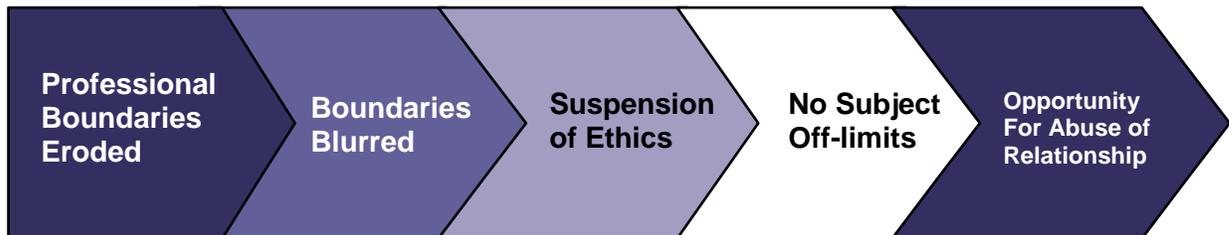
Indicators of a Sexualized Work Environment

- Over-familiarity between staff and youth.
- Staff/Staff relationships are unprofessional.
- Staff off-duty conduct impacts on-duty work.

- Everything comes back to “sex”.
- Inappropriate dress.

Strategies to Prevent a Sexualized Work Environment

Adhere to the zero tolerance policy of all inappropriate sexual conduct. This includes jokes, put-downs, slang and name calling, and of course, any sexual contact. Eliminate any appearances of permissive behavior or favoritism.



Always remember that no interactions are overlooked by the youth. Do not discuss your personal relationships or nightlife with or around the youth. Maintain a professional relationship with youth and avoid the appearance of over familiarity. Strictly enforce rules regarding personal boundaries, dress and touching. Don't watch youth unnecessarily when they are in various states of undress. Remove any and all inappropriate materials from staff bulletin boards and break rooms.

Red Flags of Staff Sexual Misconduct

- Staff showing favoritism or intervening for a particular youth.
- Staff confronting other staff about a youth.
- Sexual or personal banter between staff and staff or staff and youth such as horse playing or inappropriate jokes.
- Drastic change in behavior or appearance of a youth or staff.
- Youth/staff rumors.
- Staff bringing in large amounts of food, soda or snacks or sharing such with a certain youth.
- Overheard conversations between staff and youth which are sexualized in nature or refers to physical attributes of staff or youth.
- Staff becoming over-involved with the youth's family, legal issues or other aspects of their personal life.



- Staff accessing files, logbooks, etc... when not related to their own cases or shifts.
- Staff with a “special” relationship with a particular youth.
- Staff spending an unexplainable amount of time with a particular youth.
- Staff taking youth out of their dorms at unusual times.
- Youth pregnancy or diagnosis of a sexually transmitted disease (STD).

Review of Vulnerable Youth Characteristics

Size - Smaller youth often considered vulnerable.

Peers - Those who are loners, aren’t in a gang or tend to hang out with other “vulnerable” youth may be targeted.

Age - Younger youth are often taken advantage of by older, more sophisticated youth.

Sight or hearing impaired - Such youth may be taunted or preyed upon by other youth.

Physical disabilities - Such youth may be taunted, preyed upon, or considered unable to defend themselves.

Limited English Proficiency - Such youth may have a limited ability to communicate to staff and may be unwilling or unable to report victimization.

Sexual orientation or gender identity - Lesbian, gay, bisexual and transgender youth, (or those perceived as such) are often uniquely vulnerable.

Mental/emotional stability - Youth considered mentally or emotionally unstable, often stigmatized or taken advantage of.

Maturity - Youth who are developmentally immature may be taken advantage of by more sophisticated youth.

Prior victimization - Youth who have suffered abuse and trauma may have behavioral and emotional issues that make them vulnerable.

Number of months or years in lock-up - Youth who are new to the system may be taken advantage of; other youth gain status from “knowing the ropes” and/or are respected by other youth for being locked-up a long time.

Shy, timid or low self-esteem - Youth with these characteristics may be perceived as “weak” or not likely to stick up for themselves or tell.

Extortion - Youth who have been extorted previously are often susceptible to being extorted again by others (ex. forced to perform sexual favors for protection).

Disliked by staff - If youth perceive that a certain youth is disliked by staff they may feel it is acceptable to victimize the youth.

Common Characteristics of Youth Perpetrators

In addition to characteristics which place youth at risk of victimization, recent research has identified some common characteristics of youth who do “prey” upon other youth within the system, often identified as “aggressive” youth.

Characteristics of potential perpetrators include:

- Prior incarceration
- Street Smart and/or gang affiliation
- May have prior history of committing sexual violence
- Has a history of engaging in violence and disregarding the rights of others
- May exhibit voyeuristic/exhibitionistic behavior
- Try to control dorm through threats, intimidation and fear: Often, the aggressor is known by other youth, so look for changes in group behavior when a particular youth is present. Also, the aggressor may use strong arm tactics that is often preceded with verbal harassment. So, address all verbal harassment!
- Subtle intimidation in the showers, school, during meals or elsewhere
- May try to trap potential victim by making loans, sharing food, etc.: Aggressors often begin to trap their victims by being friendly initially; so, NEVER assume that two youth are “friends” or are romantically involved and “just had a falling out” or had a so-called “lovers quarrel” when one of the youth complains about the other at a later time, especially if the one complaining is a newer youth to the facility.

Signs of Possible Sexual Abuse

When youth fear or experience a sexual assault, there are several reactions staff can identify that will let us know what is happening. These include:

- Withdrawing or isolating themselves
- Development of depression or hopelessness—unexplained tearfulness or crying
- Developing anxiety, fear or paranoia
- Developing suicidal thoughts or feelings
- Self-abuse or suicidal behaviors
- Refusal to shower, eat or be in less supervised areas
- Increase in medical complaints and questions – particularly concerns regarding sexually transmitted diseases
- Gain or loss of substantial weight

If you notice any of these signs, speak with the youth and report it!

Ways to Prevent Sexual Assault of Youth

- Know and enforce rules regarding sexual conduct - adhere to zero tolerance.
- Be professional at all times and adhere to a code of professional and personal ethics.
- Maintain professional boundaries by being fair, firm and consistent.
- Avoid being alone with youth in 1:1 situations.
- Respect the youth's privacy when changing clothes, taking showers or using the bathroom. While a certain level of supervision is necessary at all times, do not stare at youth or watch them unnecessarily while they are undressed.
- Assume all reports of sexual misconduct are credible.
- Identify characteristics of victims and predators, and use this information in housing placement and daily supervision. GAP.85.24 Assessment for Safe Housing addresses requirements for identifying vulnerable youth and youth who may pose a threat to others in order to make safe housing assignments.
- Ask regularly about the youth's adjustment to the facility and whether they are having any problems.
- Inform youth and their families as to the facility's policies, including their rights within the facility, the specific reporting procedures for sexual assault allegations and what protections youth have against retaliation.
- Teach youth how to minimize their risk of becoming a victim of sexual abuse. Strategies that may minimize this risk include:

- Knowing their rights under state and federal law; youth receive a brochure at the orientation unit which explains their basic rights, the zero tolerance policy, how to file a grievance and how to contact the abuse hotline; zero tolerance and abuse hotline posters are also posted throughout every facility
 - Letting staff know if they are being threatened or bullied by other youth
 - Staying in staff's sight at all times
 - Avoiding doing favors for others and trading things as this could lead to them being forced to provide sexual favors
 - Avoiding peers who are aggressive and intimidating
 - Reporting all abuse or suspected abuse using any method that makes them comfortable such as telling a JCO, Case Manager, Nurse or family member. They call also call the toll-free abuse hotline number or file a grievance.
- Model appropriate behavior both within and outside of the facility.
 - Immediately report any prior relationships or connections with new/current youth. Follow your intuition when noticing "red flags".
 - Even as a volunteer or service provider you can practice effective supervision. You must have your eyes and ears open at all times. Observe carefully and draw inferences about what is going on.
 - When in doubt of what to do in a situation involving yourself or others, consult your supervisor or facility management.

Handling Disclosures from Youth

As a volunteer, a youth may disclose to you that he/she has been sexually assaulted either by staff or another youth. You are required to immediately report the allegation. In addition, the way you conduct yourself after a youth has made such a disclosure is very important.

Volunteers are not expected to provide counseling; specially trained mental health professionals should counsel sexual assault victims. However, you may be the first person the youth confides in, and if you do not respond appropriately, you can emotionally harm the youth even further.

Here are some tips on how to respond:

- Ensure that he/she understands the limits of confidentiality (that you must report the allegation), but that information will only be shared with others on a need-to-know basis.
- Be sensitive, supportive and affirming.

- Don't question them about whether they fought back, screamed, gave in, or why they didn't report it sooner. Remember that he/she is the victim.
- Ask the youth if they are hurt, bleeding, etc. If the assault just happened, get them medical attention right away. In addition to addressing their health needs, an exam can be performed to collect evidence.
- Listen carefully and validate the youth's feelings.
- Don't dismiss, downplay or cast doubt.
- Don't bombard the youth with questions to satisfy your curiosity. Questions will come as part of the investigation.
- Suspend judgments about the youth based on your own beliefs (ex. she brought it on herself, he's gay anyway).
- Express concern for his/her safety, and take seriously any reported threats of intimidation or violence. Immediately contact the supervisor if steps need to be taken to protect the youth from other youth or from a staff person.
- If a youth makes a threat of self harm, immediately contact the supervisor on duty and take appropriate steps to ensure the youth's safety.
- Document the youth's report, but don't ask the youth to repeat things over and over.
- Officially report the allegation by calling the Incident Reporting Center (IRC) with the TJJJ Office of Inspector General. You will get a tracking number. Submit a written report to the Chief Local Administrator (CLA) with the tracking number.



Sexual Harassment and Discrimination

The Texas Juvenile Justice Department has established procedures to provide a safe, professional, and pleasant work environment for staff, volunteers and service providers as well. Intimidating, offensive, or harassing sexual conduct interferes with our work and our services to the youth and the public. All inappropriate sexual conduct is strictly prohibited and will not be tolerated.

This rule applies to employees, volunteers, contractors, delivery persons, vendors, and any other person having contact or doing business with TJJJ.

TJJJ is an equal opportunity employer and strives to provide a work environment free from discrimination based on race, color, religion, sex/gender (including sexual harassment), national origin, age, disability, or genetic information. TJJJ managers and supervisors are responsible for basing all employment-related decisions on job-related, non-discriminatory factors, and for complying with all laws that apply to the employment relationship. TJJJ employees, volunteers and service providers are responsible for refraining from discrimination or harassment on the basis of race, color, religion, sex, age, or disability, and for promptly reporting any violations of this policy.



Procedures for Reporting

Any employee or volunteer who feels that they have been subject to inappropriate sexual conduct must report it immediately. Any employee, volunteer or service provider who observes or learns about inappropriate sexual conduct directed toward another employee or volunteer must report it immediately. This includes conduct by an individual who is not a TJJJ employee, such as customers, volunteers, contract personnel, consultants, vendors, and service and delivery persons.

Immediately report any inappropriate sexual conduct to your immediate supervisor, the community relations coordinator, the superintendent, or the chief of complaints resolution in central office. If one of the persons listed above is alleged to have engaged in the behavior, report such conduct to one of the other listed person.

Stopping Sexual Harassment in Correctional Facilities

Sexual Harassment is a form of employment discrimination based on sex which is a violation of Title VII of the Civil Rights Act of 1964, as amended, and the Texas Commission on Human Rights Act, as amended. The United States Equal Employment Opportunity Commission has issued guidelines defining sexual harassment.

Sexual Harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment,
- submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual , or

- such conduct has the purpose or effect of unreasonably interfering with an individual's work performance, or creating an intimidating, hostile or offensive working environment.

Harassment by a member of the same sex is sexual harassment.

Some of the common reasons people hesitate to talk about sexual harassment are because they:

- are very embarrassed and don't want to talk about it with anyone
- fear nothing will happen or the complaint won't be taken seriously
- fear reprisal from the harasser, especially if the harasser is in management
- may be concerned about receiving a label of troublemaker
- are afraid of being fired, demoted or passed over for promotion
- blame themselves
- are told to be woman or man enough to handle it themselves
- don't want to get anyone in trouble
- are reluctant to talk to someone because no one else seems to mind the harasser's behavior
- quit instead of talk about it, or they do not know who or how to talk about it.



Workforce Behaviors to Watch For

Verbal & Non-verbal Examples:

- unwanted pressure for sexual favors
- unwanted letters, calls or materials of a sexual nature
- unwanted pressure for dates
- unwanted sexual teasing, jokes, remarks, questions or stories
- referring to an employee/volunteer as a girl hunk, doll, honey, etc.
- whistling at someone
- cat calls
- making kissing sounds, howling, smacking lips
- sexual comments/compliments about a person's clothing, anatomy or looks
- turning work discussion to sexual topics
- personal questions about social or sexual life
- telling lies or spreading rumors about a person's personal sex life
- using racial epithets or telling race-based jokes
- using stereotypes
- making sexual comments or innuendoes
- asking about sexual fantasies, preferences, or history
- unwanted sexual looks or gestures
- looking a person up and down (elevator eyes)
- staring at someone
- facial expressions, winking, throwing kisses, or licking lips

- sexual gestures with hands or body movements
- giving personal gifts
- displaying sexually suggestive items or items that tend to alienate or discriminate against persons of other ethnicities, race, color, or national origin



Physical Examples:

- unwanted deliberate touching or blocking
- unsolicited neck/back massage
- giving personal items or a sexual nature
- standing close or brushing up against a person
- following a person
- hugging, kissing, patting, or “footsie”
- invading a person’s body space
- granting job favors to those who participate in consensual sexual activity
- blocking a person’s path
- following a person around
- actual or attempted rape or sexual assault

How to Protect Yourself against Charges of Sexual Harassment

- conduct yourself in a mature, responsible manner
- keep your hands to yourself
- do not talk about sex on the job
- keep compliments casual and impersonal
- avoid jokes, words, phrases and gestures with sexual meanings
- assume that friendly people are only friendly
- respect a person’s personal space
- do not respond to flirting or suggestive behavior
- do not let someone’s “come on” make trouble for you

How to Minimize Your Chances of Being Sexually Harassed

- know your rights
- conduct yourself in a mature, responsible manner
- if approached, make your refusal calm, unmistakable, impersonal, and final. BE ASSERTIVE
- immediately report all instances of sexual harassment

Illegal employment discrimination based on sex occurs when the sexual conduct of verbal or physical nature results in:

- victim losing a tangible benefit (Quid Pro Quo)
- conduct interferes with the victim's ability to perform the job; or
- conduct creates a hostile or intimidating work environment for the victim.
(when the unwelcome sexual conduct only creates a hostile or intimidating work environment it must be pervasive depending on the severity of the conduct).

Remember:

1. Consent doesn't guarantee that the behavior is welcome
2. Behavior welcome from one person, is not necessarily welcome from another
3. Behavior that was welcome once may not be welcome now

Prison Rape Elimination Act (PREA) and Preventing Sexual Misconduct Overview for Service Providers

Acknowledgment Form

As part of the Memorandum of Understanding (MOU) between the Northwest Independent School District and the Texas Juvenile Justice Department (TJJD), the Northwest ISD acknowledges TJJD's duty to comply with the Prison Rape Elimination Act (PREA). The Northwest ISD acknowledges receipt of the PREA Service Provider's Information packet (attached as Exhibit A) regarding suspected and/or known incidents of sexual abuse, sexual assault and sexual harassment and TJJD's Zero Tolerance policy, in this regard.

Northwest ISD:

Printed Name

Date

Signature



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: RFP #020-021-07-001 Maintenance Equipment, Parts, Supplies and Turnkey Services – Supplemental
Date: August 10, 2020

Background Information and Rationale: Request for Proposals (RFP) for NISD Maintenance Equipment, Parts, Supplies & Turnkey Services Supplemental were received and opened in the Purchasing Office on Monday, July 27, 2020, at 4:00 P.M. A total of nine hundred ninety-three (993) bids were emailed from the eBid System and thirty-three (33) responses were received. An evaluation committee reviewed and scored the responses on Thursday, July 30, 2020 and agreed on the following recommendation. The Purchasing Department recommends awarding RFP #020-021-07-001 to the attached vendors for the 2020-2021 school year.

Support of Strategic Goals:

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: These items and services will be funded and budgeted from the General Fund.

Recommendation: Award RFP #020-021-07-001 Maintenance Equipment, Parts, Supplies and Turnkey Services (Supplemental) to the attached list of vendors as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Executive Director of Purchasing

**Maintenance Equipment, Parts, Supplies & Turnkey Services
Supplemental
RFP #020-021-07-001**

A-1 PDR (PAINTLESS DENT REMOVAL)

Action Dent

Advanced Starter Service (HaasTech Inc.)

Battery Systems Inc

BELFOR Property Restoration (BELFOR USA
Group, Inc.)

C&D Fire Systems

CI Pavement (Alderink Enterprises, LLC)

Daktronics, Inc.

DIGI Security Systems

ESST (Enterprise Security Solutions of Texas, Inc.)

Ideal Fire & Security LLC

Identitec (Districtive Graphics)

Justin Ace Hardware (66 Hardware, LLC)

longhorn inc

MMI Electric Motors & Pumps (Motor
Maintenance Inc)

Morrison Supply Co. (MORSCO, Inc)

Peruna Glass dba Glass Doctor of North Texas

Plangrid, Inc

Quality Services (Jack A. Gold/DBA Quality
Services)

Stripe Right

tc tire service



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Declaration of Surplus Property
Date: August 10, 2020

Background Information and Rationale: Board Policy CI LEGAL governs the disposition of school district property

CI SCHOOL PROPERTIES DISPOSAL (LEGAL)

All rights and title to District property, whether real or personal shall be vested in the Board and its successors in office. The Board may, in an appropriate manner, dispose of property that is no longer necessary for District operations.
Education Code 11.151(c)

The Administration is requesting the Board of Trustees approve/declare the personal property listed on the Attachment as no longer utilized or needed by Northwest ISD and of negligible continuing value and is, therefore surplus personal property of Northwest ISD.

The surplus items (analog radios in various levels of operability, inoperability and condition) will be donated to Boyd ISD. The district has completed the digital radio upgrades for the Elementary schools making these radios no longer needed. Any remaining items after donation will be either auctioned (using Rene Bates) or will be deemed valueless and will be disposed of accordingly.

Support of Strategic Goals:

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: Expenditures will be from General Fund and any proceeds received will be deposited into the District's General Fund.

Recommendation: Approve declaring property not necessary for District operations as surplus property recommended by the Administration and authorize the Superintendent or his designee to enter into disposal as described.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Brian Carter
Chief Financial Officer

Mark Vechione
Exec Director of Purchasing

Declaration of Surplus

I-Com Anlog 16 channel radio with charger

Quantity

Approximately 500 radios

Condition

Various states of operability.



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Consider Amended Order for Board of Trustee Election
Date: August 10, 2020

Background Information and Rationale:

The Northwest ISD Board of Trustees approved an Order on March 27 to postpone the Board of Trustee Election from May 2 to November 3. Entities need to revise the postponed Order of Election by August 17.

The Amended Order of Election for Place 5, 6, and 7 on the NISD Board of Trustees reflects changes to the election date. Additionally, Governor Abbott issued a proclamation on July 27 extending the early voting period and expanding the in-person delivery of mail ballots. The Amended Order includes the extension of the early voting period, which will begin October 13. Early voting hours, as well as additional early voting locations will be identified in the contracts executed with the Denton County Elections Administrator, Tarrant County Elections Administrator, and Wise County Elections Administrator.

Pending additional guidance resulting from the Governor’s recent proclamation, following is a tentative election calendar for November 3.

**Tentative School Board Trustee Election Calendar
November 3, 2020 (Postponed from May 2, 2020)**

First day to file an application for a place on the ballot	January 15
Last day to file an application for a place on the ballot	February 14
Last day for political subdivisions to order a general election	February 14
Deadline for write-in candidates to file Declarations of Write-In Candidacy	February 18
Recommended date to conduct ballot position drawing	February 24
Last Day to make revisions to Order of Election	August 17
Last day for candidate to withdraw	August 24
Last day to deliver notice of the election to the county	September 4
Last day to register to vote	October 5
Deadline to Post Notice of Election	October 13

**Tentative School Board Trustee Election Calendar
November 3, 2020 (Postponed from May 2, 2020)
-Continued-**

First day to vote early in person	October 13
Deadline for Applications for Ballots by Mail to be received	October 23
Last day to vote early in person	October 30
Election Day	November 3
Last day to conduct official canvass of returns	November 17

The NISD Board of Trustees unanimously approved the order to postpone the Trustee Election from May 2 to November 3 in an effort to protect the health and safety of voters and election workers, in accordance with the disaster proclamation on March 18 by Governor Abbott. The order of postponement specified that the candidate filing remained valid and the filing period would not be re-opened; therefore, the applicants who had filed by February 14 will remain the candidates for the November 3 Trustee Election. Northwest ISD school board members are elected to three-year terms of office, and Place 5 (currently held by Steve Sprowls), Place 6 (currently held by Dr. Lillian Rauch), and Place 7 (currently held by Ron Hastings), are the positions due to expire.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact:

The 2020-2021 Adopted Budget provides funds for conducting the election.

Recommendation: Approve the Amended Order of Election for the 2020 Board of Trustee General Election for Place 5, Place 6, and Place 7 for November 3, 2020.

Respectfully submitted,



Ryder Warren, Ed.D.
Superintendent



Kim Caley, Ed.D.
Assistant Superintendent for Human Resources

AMENDED ORDER OF ELECTION

An election is hereby ordered to be held on November 3, 2020 for the purpose of electing one trustee each for positions designated as Place 5, Place 6, and Place 7.

Applications for a place on the ballot shall be filed by 5 p.m., February 14, 2020.

Early voting by personal appearance will be conducted beginning on October 13, 2020 and ending on October 30, 2020.

Denton County

The main early voting site for Denton County for voting by personal appearance will be conducted at:

Denton County Elections Administration
701 Kimberly Drive, Suite A111
Denton, Texas 76208

Tarrant County

The main early voting site for Tarrant County for voting by personal appearance will be conducted at:

Tarrant County Election Center
2700 Premier Street
Fort Worth, Texas 76111

Wise County

The main early voting site for Wise County for voting by personal appearance will be conducted at:

Wise County Elections Office
200 S. Trinity Street
Decatur, Texas 76234

Applications for ballots by mail must be received no later than the close of business on Friday, October 23, 2020.

Denton County applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, Texas 76202
Email: elections@dentoncounty.com

Express Courier Delivery / Physical Address:
Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, Texas 76208
Email: elections@dentoncounty.com

Tarrant County applications for ballot by mail shall be mailed to:

Heider Garcia, Elections Administrator
Tarrant County Elections
P.O. Box 961011
Fort Worth, Texas 76161

Express Courier Delivery / Physical Address:
Heider Garcia, Elections Administrator
Tarrant County Elections
2700 Premier Street
Fort Worth, Texas 76111

Wise County applications for ballot by mail shall be mailed to:

Sabra Srader
Elections Administrator
P.O. Box 1597
Decatur, Texas 76234

Express Courier Delivery / Physical Address:
Sabra Srader
Elections Administrator
200 S. Trinity
Decatur, Texas 76234

Early voting hours and additional early voting locations will be identified in the contracts executed with the Denton County Elections Administrator, Tarrant County Elections Administrator, and Wise County Elections Administrator.

Issued this the 10th day of August, 2020.

Signature of Presiding Officer



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Resolution of the Northwest Independent School District Levying the Tax Rate for the Northwest Independent School District for the Tax Year 2020 and Providing for an Effective Date

Date: August 10, 2020

Background Information and Rationale:

Education Code:

Section 44.004. Notice of Budget and Tax Rate Meeting; Budget Adoption

This section requires the publication of a notice, “NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE”, in a daily, weekly, or biweekly newspaper published in the district. Notice under this subsection shall be published not earlier than the 30th day or later than the 10th day before the date of the hearing.

- *The required notice was published in the Denton Record Chronicle on July 29, 2020.*

The proposed Maintenance and Operations (M&O) tax rate is \$1.0463 and the proposed Interest and Sinking (I&S) tax rate is \$0.42.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact:

Approving the tax rate funds the Adopted Budget for the Year Ending June 30, 2021. The addition of \$.13 to the M&O rate, via an approved VATRE, is currently estimated to result in an additional \$21,000,000 of additional state/local revenue to NISD.

Recommendation:

The enclosed resolution should be approved in two separate motions.

The Board of Trustees of the Northwest Independent School District does levy and adopt a tax rate on \$100 valuation for property located within the Northwest Independent School District for the tax year 2020 as follows: \$1.4663 for the purpose of maintenance and operations.

The Board of Trustees of the Northwest Independent School District does levy and adopt a tax rate on \$100 valuation for property located within the Northwest Independent School District for the tax year 2020 as follows: \$0.42 for the payment of principal and interest on debt of the District.

Respectfully submitted,



Ryder Warren, Ed.D.
Superintendent



Brian Carter
Chief Financial Officer

RESOLUTION

A RESOLUTION OF THE NORTHWEST INDEPENDENT SCHOOL DISTRICT LEVYING THE TAX RATE FOR THE NORTHWEST INDEPENDENT SCHOOL DISTRICT FOR THE TAX YEAR 2020 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Trustees of the Northwest Independent School District finds that the levy of ad valorem taxes set forth below are necessary to fund the maintenance and operation of the Northwest Independent School District, and

WHEREAS, the Board of Trustees of the Northwest Independent School District finds that the levy of ad valorem taxes set forth below are necessary to fund the payment of principal and interest on debt of the Northwest Independent School District.

NOW, THEREFORE, IT IS RESOLVED by the Board of Trustees of the Northwest Independent School District:

SECTION 1: The Board of Trustees of the Northwest Independent School District does levy and adopt a tax rate on \$100 valuation for property located within the Northwest Independent School District for the tax year 2020 as follows:

- a. \$1.0463 for the purpose of maintenance and operations;
- b. \$0.4200 for the payment of principle and interest on debt of the District;
- c. \$1.4663 total tax rate

Such taxes are to be assessed and collected by the tax officials designated by the District.

SECTION 2: If any section, subsection, sentence, clause or phrase of this Resolution is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, and phrases be declared unconstitutional.

DULY PASSED AND APPROVED BY THE BOARD OF TRUSTEES OF THE NORTHWEST INDEPENDENT SCHOOL DISTRICT on this 10th day of August, 2020.

President, Board of Trustees
Northwest Independent School District

ATTEST TO:

Secretary, Board of Trustees
Northwest Independent School District



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Consider an Order for Calling a Special Election for Northwest ISD

Date: August 10, 2020

Background Information and Rationale:

The Northwest ISD Board of Trustees approved an Order on March 27 postponing the Bond Election from May 2, 2020 to November 3, 2020. The NISD Board of Trustees unanimously approved the order to postpone the Bond Election in an effort to protect the health and safety of voters and election workers, in accordance with the disaster proclamation issued on March 18, 2020 by Governor Abbott.

Entities need to recall any postponed election orders no later August 17, 2020.

As a result of the 86th legislative session, House Bill 3 made many changes to the way school districts are funded by the state. One of those changes that has presented a challenge to Northwest ISD is the move to the current year values. As a result of this change, revenues have been restricted for many fast-growth districts. This bill also removed the ability for school boards to set their own tax rates. Combining the challenges faced with moving to current year values and the compressed rate set by the TEA, Northwest ISD's staff have reviewed the projections under this model for future years and have determined this model is not fiscally sustainable for a district whose growth continues to provide the need to build additional schools with increasing enrollment.

Included within this special election order are 5 propositions to be considered. Propositions A-D are reflective of the 2020 Bond Program and Proposition E is reflective of the Voter-Approval Tax Rate Election (VATRE).

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain an exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact:

Propositions A-D are reflective of the NISD Bond Program and would not require an increase to the I&S tax rate. Proposition E is reflective of the VATRE. The current TEA funding template reflects that a \$0.13 increase in the M&O rate equates to approximately \$21 million dollars of additional state and local revenue.

Recommendation: Approve the order for calling a special election, inclusive of Propositions A-E, for November 3, 2020.

Respectfully submitted,



Ryder Warren, Ed.D.
Superintendent



Tim McClure
Assistant Superintendent for
Facilities



Brian Carter
Chief Financial Officer

CERTIFICATE FOR ORDER

THE STATE OF TEXAS
DENTON, TARRANT AND WISE COUNTIES
NORTHWEST INDEPENDENT SCHOOL DISTRICT

We, the undersigned officers of the Board of Trustees of the Northwest Independent School District hereby certify as follows:

1. The Board of Trustees of said District convened in a regular meeting on August 10, 2020, at the regular designated meeting place, and the roll was called of the duly constituted officers and members of said Board, to wit:

Judy Copp, President	Anne Davis-Simpson, Ph.D., Vice President
Lillian Rauch, Ph.D., Secretary	Ron Hastings, Member
DeAnne Hatfield, Member	Mark Schluter, Member
Steve Sprowls, Member	

and all of said persons were present, except _____, thus constituting a quorum. Whereupon, among other business the following was transacted at said Meeting: a written

ORDER CALLING A SPECIAL ELECTION FOR NORTHWEST INDEPENDENT
SCHOOL DISTRICT

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said Order be passed; and, after due discussion, said motion, carrying with it the passage of said Order, prevailed and carried, with all members of said Board shown present above voting "Aye," except as noted below:

NAYS: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the aforesaid Order passed at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Order has been duly recorded in said Board's minutes of said Meeting; the above and foregoing paragraph is a true, full, and correct excerpt from said Board's minutes of said Meeting pertaining to the passage of said Order; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid Meeting, and that said Order would be introduced and considered for passage at said Meeting, and each of said officers and members consented, in advance, to the holding of said Meeting for such purpose; and that said Meeting was open to the public, and public notice of the time, place, and purpose of said Meeting was given all as required by the Texas Government Code, Chapter 551.

3. The President of the Board of Trustees has approved and hereby approves the Order; and the President and the Secretary of the Board of Trustees hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of said Order for all purposes.

PASSED AND APPROVED ON AUGUST 10, 2020.

Secretary, Board of Trustees

President, Board of Trustees

(SEAL)

ORDER CALLING A SPECIAL ELECTION FOR NORTHWEST INDEPENDENT SCHOOL DISTRICT

THE STATE OF TEXAS
DENTON, TARRANT AND WISE COUNTIES
NORTHWEST INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Board of Trustees (the “*Board*”) of the Northwest Independent School District (the “*District*”) has previously approved an order (the “*Original Order*”) calling a bond election in the District for May 2, 2020, which election was postponed due to the outbreak of the COVID-19 pandemic; and

WHEREAS, the Board deems it advisable to modify the Original Order, and to adopt this order to provide for the calling of the bond election and the addition of a proposition for a tax ratification election to be held on November 3, 2020 (the “*Election*”); and

WHEREAS, the Board has, on the date of adoption of this Order, set the District’s tax rate at \$[REDACTED] per \$100 of taxable assessed valuation, which is a rate that exceeds the District’s voter-approval rate, excluding the District’s current debt rate under Section 26.08(n)(1)(C), Texas Tax Code, and therefore the Board is obligated to call an election to ratify such tax rate pursuant to Section 26.08(b), Texas Tax Code, as hereinafter ordered; and

WHEREAS, for purposes of the information to be provided to the voters and included herein, the date of adoption of this order shall be deemed the date of calling the Election; and

WHEREAS, the Election is subject to the provisions of Section 45.003, Texas Education Code, and the District is contracting with Tarrant County, Texas (“*Tarrant County*”), Denton County, Texas (“*Denton County*”) and Wise County, Texas (“*Wise County*”), and together with Tarrant County and Denton County (the “*Contracting Counties*”), for the administration of the Election pursuant to an interlocal agreement with the Contracting Counties (the “*Election Contract*”); and

WHEREAS, Tarrant County, acting through the Tarrant County Elections Administrator (the “*Tarrant County Elections Administrator*”) in accordance with the Election Contract will provide for the administration of the Election for residents of the District residing in Tarrant County; Denton County, acting through the Denton County Elections Administrator (the “*Denton County Elections Administrator*”) in accordance with the Election Contract will provide for the administration of the Election for residents of the District residing in Denton County, Texas; and Wise County, acting through the Wise County Elections Administrator (the “*Wise County Elections Administrator*”) and together with the Tarrant County Elections Administrator and the Denton County Elections Administrator, (the “*Elections Administrators*”) in accordance with the Election Contract will provide for the administration of the Election for residents of the District residing in Wise County; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Order was adopted was open to the public, and public notice of the time, place, and purpose of the meeting was given, all as required by the Texas Government Code, Chapter 551.

THEREFORE, BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE NORTHWEST INDEPENDENT SCHOOL DISTRICT:

Section 1. Findings. The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Polling Places. The Election shall be held in the District between the hours of 7:00 a.m. and 7:00 p.m. on November 3, 2020 (“*Election Day*”). The Election is to be conducted by the Contracting Counties, as provided by Chapter 271, Texas Election Code (the “*Code*”) and the Election Contract. Voting for the Election on Election Day and Early Voting shall occur on the dates and during the hours and at the designated polling places as set forth in Exhibit A attached hereto, which exhibit is hereby made a part hereof for all intents and purposes. Exhibit A shall be modified to include additional or different Election Day polling places required to conform to the Code and the Election Contract.

Section 3. Early Voting. Early voting shall be administered by the Contracting Counties. Early voting by personal appearance shall begin on October 13, 2020 and conclude on October 30, 2020, and will be conducted at the Early Voting locations on the dates and at the times specified in Exhibit A attached hereto. The early voting polling places shall remain open during such hours for early voting by personal appearance for any registered voter of the District at such voting place. Exhibit A shall be modified to include additional or different early voting polling places required to conform to the Election Contract and the Code.

Section 4. Election Officials. The appointment of the Presiding Election Judges, Alternate Judges, Early Voting Clerks, the Presiding Judge of the early ballot board and other election officials for the Election shall be made by the Elections Administrators in accordance with the Election Contract and the Code. The Elections Administrators may employ other personnel necessary for the proper administration of the Election, including such part-time help as is necessary to prepare for the Election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. The Board of Trustees hereby authorizes the Superintendent, President, Vice President or the Secretary of the Board of Trustees to execute or attest on behalf of the District the Election Contract with the Contracting Counties.

Section 5. Voting by Mail. Applications for voting by mail for all residents of the District shall submitted by personal delivery not later than October 16, 2020, or shall be mailed to the address below and received (not postmarked) by October 23, 2020.

(a) Applications for voting by mail for all Tarrant County residents of the District shall be sent as follows:

Postal Mail:	Tarrant County Elections Center PO Box 961011 Fort Worth, Texas 76161-0011
Commercial Carrier or Personal Delivery	Tarrant County Elections Center 2700 Premier Street Fort Worth, TX 76111
Telephone	(817) 831-8683
Fax	(817) 850-2344
Email	votebyemail@tarrantcounty.com

(b) Applications for voting by mail for all Denton County residents of the District shall be sent as follows:

Postal Mail:	Denton County Elections Administration
--------------	--

without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION B

Shall the Board of Trustees of the Northwest Independent School District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of \$23,573,000 for the purpose of constructing, acquiring, renovating, and equipping recreational facilities in the District consisting of tennis courts; baseball and softball fields; outdoor track and field facilities; and athletic training and practice facilities, with the bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION C

Shall the Board of Trustees of the Northwest Independent School District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of \$8,840,000 for the purpose of acquiring, constructing, renovating and equipping Texan Stadium and Northwest ISD Stadium, with the bonds to mature, bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION D

Shall the Board of Trustees of the Northwest Independent School District be authorized to issue the bonds of the District, in one or more series, in the aggregate principal amount of \$16,485,000 for the purpose of acquiring and updating instructional technology equipment, with the bonds to mature (on or before three years from the date of issue), bear interest, and be issued and sold in accordance with law at the time of issuance; and shall the Board of Trustees be authorized to levy and pledge, and cause to be assessed and collected, annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds?

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION E

Ratifying the ad valorem tax rate of [\$] per \$100 valuation in Northwest Independent School District for the current year, a rate that will result in an increase of [] percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$[].

Section 9. Ballots. The official ballots for the Election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote “FOR” or “AGAINST” the aforesaid PROPOSITIONS with the ballots to contain such provisions, markings and language as required by law, and with such PROPOSITIONS to be expressed substantially as follows:

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
 NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION A

FOR _____) THE ISSUANCE OF \$937,702,000 OF BONDS BY THE NORTHWEST
) INDEPENDENT SCHOOL DISTRICT FOR SCHOOL FACILITIES AND
) THE PURCHASE OF LAND, BUSES AND VEHICLES AND LEVYING
 AGAINST _____) THE TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX
) INCREASE.
)

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
 NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION B

FOR _____) THE ISSUANCE OF \$23,573,000 OF BONDS BY THE NORTHWEST
) INDEPENDENT SCHOOL DISTRICT FOR RECREATIONAL
) FACILITIES AND LEVYING THE TAX IN PAYMENT THEREOF. THIS
 AGAINST _____) IS A PROPERTY TAX INCREASE.
)

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
 NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION C

FOR _____) THE ISSUANCE OF \$8,840,000 OF BONDS BY THE NORTHWEST
) INDEPENDENT SCHOOL DISTRICT FOR TEXAN STADIUM AND
) NORTHWEST ISD STADIUM AND LEVYING THE TAX IN PAYMENT
 AGAINST _____) THEREOF. THIS IS A PROPERTY TAX INCREASE.
)

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
 NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION D

FOR _____) THE ISSUANCE OF \$16,485,000 OF BONDS (WITH A MAXIMUM
) MATURITY OF THREE YEARS) BY THE NORTHWEST
) INDEPENDENT SCHOOL DISTRICT FOR INSTRUCTIONAL
) TECHNOLOGY AND LEVYING THE TAX IN PAYMENT THEREOF.
 AGAINST _____) THIS IS A PROPERTY TAX INCREASE.
)

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION E

FOR	_____	) RATIFYING THE AD VALOREM TAX RATE OF \$[] PER \$100
		) VALUATION IN NORTHWEST INDEPENDENT SCHOOL DISTRICT
		) FOR THE CURRENT YEAR, A RATE THAT WILL RESULT IN AN
AGAINST	_____	) INCREASE OF [] PERCENT IN MAINTENANCE AND
		) OPERATIONS TAX REVENUE FOR THE DISTRICT FOR THE
		) CURRENT YEAR AS COMPARED TO THE PRECEDING YEAR, WHICH
		) IS AN ADDITIONAL \$[].

Section 10. Compliance with Federal Law. In all respects, the Election shall be conducted in accordance with the Code. Pursuant to the federal Help America Vote Act (“HAVA”) and the Code, at each polling place there shall be at least one voting system that is equipped for disabled individuals, and each such voting system shall be a system that has been certified by the Texas Secretary of State as compliant with HAVA and the Code. The District hereby finds that the voting system to be used by the Elections Administrators in administering the Election is such a system, and orders that such voting equipment or other equipment certified by the Texas Secretary of State shall be used by the District in its elections.

Section 11. Debt Obligations. The following information is provided in accordance with the provisions of Section 3.009(b), Texas Election Code.

- (a) The proposition language that will appear on the ballot is set forth in Section 9 hereof.
- (b) The purpose for which the bonds are to be authorized is set forth in Section 8 hereof.
- (c) The principal amount of the debt obligations to be authorized is \$937,702,000 for Proposition A, \$23,573,000 for Proposition B, \$8,840,000 for Proposition C and \$16,485,000 for Proposition D.
- (d) If the bonds are approved by the voters, the Board of Trustees will be authorized to levy annual ad valorem taxes, on all taxable property in the District, sufficient, without limit as to rate or amount, to pay the principal of and interest on the bonds and the cost of any credit agreements executed in connection with the bonds.
- (e) Based upon the bond market conditions at the date of adoption of this Order, the maximum interest rate for any series of the bonds is estimated to be 7.50%. Such estimate takes into account a number of factors, including the issuance schedule, maturity schedule and the expected bond ratings of the proposed bonds and notes. Such estimated maximum interest rate is provided as a matter of information, but is not a limitation on the interest rate at which the bonds or notes, or any series thereof, may be sold.
- (f) If the bonds are approved, they may be issued in one or more series, to mature serially, over a period not to exceed 30 years from the date of issuance of each series of bonds except that the Bonds from Proposition D must mature within three years from the date of issue.
- (g) The aggregate amount of the outstanding principal of the District’s debt obligations as of the date of this Order is \$1,069,039,742.

(h) The aggregate amount of the outstanding interest of the District's debt obligations as of the date of this Order is \$600,030,250.

(i) The ad valorem debt service tax rate for the District as of the date of this Order is \$0.45 per \$100 of taxable assessed valuation.

EXHIBIT A

POLLING LOCATIONS, DATES AND HOURS

Early Voting Locations Dates and Times for Wise County
Fechas y horarios de la votación temprana por condado de Wise

Wise County Elections Office
200 S. Trinity Street
Decatur, Texas 76234

Election Day Location Date and Times for Wise County
Fechas y horarios de ubicación del día de la elección por condado de Wise

Early Voting Locations Dates and Times for Denton County
Fechas y horarios de la votación temprana por condado de Denton

Denton County Elections Administration
701 Kimberly Drive, Suite A111
Denton, Texas 76208

Election Day Location Date and Times for Denton County
Fechas y horarios de ubicación del día de la elección por condado de Denton

Early Voting Locations Dates and Times for Tarrant County
Fechas y horarios de la votación temprana por condado de Tarrant

Tarrant County Election Center
2700 Premier Street
Fort Worth, Texas 76111

Election Day Location Date and Times for Tarrant County
Fechas y horarios de ubicación del día de la elección por condado de Tarrant

Voter Information Document – Northwest Independent School District Special Election
Proposition A

The following information is prepared to comply with Tex. H.B. 477 86th Leg., R.S. (2019).

Ballot Information: At the Election, the following language will appear on the ballot:

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
 NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION A

FOR _____) THE ISSUANCE OF \$937,702,000 OF BONDS BY THE NORTHWEST
) INDEPENDENT SCHOOL DISTRICT FOR SCHOOL FACILITIES AND
 AGAINST _____) THE PURCHASE OF LAND, BUSES AND VEHICLES AND LEVYING
) THE TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX
) INCREASE.
)

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition A passes, and all outstanding obligations of the District secured by and payable from ad valorem taxes.

Principal Amount of Bonds to be authorized	Estimated interest for Bonds to be authorized ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized ⁽¹⁾	Principal of District's Existing Outstanding Debt (as of 8/10/20)	Remaining interest on District's Existing Outstanding Debt (as of 8/10/20)	Combined Principal and Interest to timely pay District's Outstanding Debt (as of 8/10/20)
\$937,702,000	\$482,172,500	\$1,419,874,500	\$1,069,039,742	\$600,030,250	\$1,669,069,992

⁽¹⁾ The interest on the proposed bonds was estimated at a rate of 2.98% based on market conditions as of August 10, 2020, and therefore, the interest payable on the proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of sale of the proposed bonds.

Based on the information and assumptions provided in the table above, the estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with a taxable appraised value of \$100,000 to repay the proposed bonds, if approved, is \$0. This estimate assumes annual growth of District's taxable assessed valuation at a rate of 7.50% through tax year 2023, then 5.00% from 2024 through 2027 and 1.00% growth thereafter. The Bonds are intended to be issued in a manner to account for the District's existing debt repayment schedule so as to minimize tax rate increases (for example, the District intends to avoid adding new debt in a fiscal year in which the District has existing bond payments).

Voter Information Document – Northwest Independent School District Special Election
Proposition D

The following information is prepared to comply with Tex. H.B. 477 86th Leg., R.S. (2019).

Ballot Information: At the Election, the following language will appear on the ballot:

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION
 NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION D

FOR	_____	)	THE ISSUANCE OF \$16,485,000 OF BONDS (WITH A MAXIMUM
		)	MATURITY OF THREE YEARS) BY THE NORTHWEST
		)	INDEPENDENT SCHOOL DISTRICT FOR INSTRUCTIONAL
AGAINST	_____	)	TECHNOLOGY AND LEVYING THE TAX IN PAYMENT THEREOF.
		)	THIS IS A PROPERTY TAX INCREASE.

The following table sets forth the estimated principal amount of, and interest due to maturity on, the bonds to be issued if Proposition D passes, and all outstanding obligations of the District secured by and payable from ad valorem taxes.

Principal Amount of Bonds to be authorized	Estimated interest for Bonds to be authorized ⁽¹⁾	Estimated combined principal and interest required to pay on time and in full the Bonds to be authorized ⁽¹⁾	Principal of District's Existing Outstanding Debt (as of 8/10/20)	Remaining interest on District's Existing Outstanding Debt (as of 8/10/20)	Combined Principal and Interest to timely pay District's Outstanding Debt (as of 8/10/20)
\$16,485,000	\$607,750	\$17,092,750	\$1,069,039,742	\$600,030,250	\$1,669,069,992

⁽¹⁾ The interest on the proposed bonds was estimated at a rate of 1.27% based on market conditions as of August 10, 2020, and therefore, the interest payable on the proposed bonds may be less than, or more than, the amounts set forth above based on market conditions at the time of sale of the proposed bonds.

Based on the information and assumptions provided in the table above, the estimated maximum annual increase in the amount of taxes that would be imposed on a residence homestead in the District with a taxable appraised value of \$100,000 to repay the proposed bonds, if approved, is \$0. This estimate assumes annual growth of District's taxable assessed valuation at a rate of 7.50% through tax year 2023, then 5.00% from 2024 through 2027 and 1.00% growth thereafter. The Bonds are intended to be issued in a manner to account for the District's existing debt repayment schedule so as to minimize tax rate increases (for example, the District intends to avoid adding new debt in a fiscal year in which the District has existing bond payments).



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Agreement for the Purchase of Attendance Credits
Date: August 10, 2020

Background Information and Rationale: Chapter 41, Education Code, was repealed. House Bill 3 amended the Education Code to transfer certain sections from Chapter 41 to Chapter 49, and revised formulas used to determine excess local revenue under the FSP.

A district with local revenue in excess of entitlement has the following five options available to reduce the district's revenue level under TEC, Chapter 49:

- Consolidation with another district as provided by Subchapter B
- Detachment of territory as provided by Subchapter C
- Purchase of average daily attendance credit as provided by Subchapter D
- Education of nonresident students as provided by Subchapter E
- Tax base consolidation with another district as provided by Subchapter F

Districts have historically selected Option 3. A voter election is required when exercising any form of Option 3 or Option 4.

Both Option 3, the Purchase of Attendance Credits from the state, and Option 4, the Education of Nonresident Students, were approved by the voters in the August 19, 2000, election.

The Texas Education Agency has sent the District an Official Notification of Chapter 49 Status for the 2020-2021 school year. Therefore, the Board of Trustees is being asked to approve an Agreement for the Purchase of Attendance Credits for the 2020-2021 School Year. The current Summary of Finance as of 8/5/20 shows NISD as having a Chapter 49 payment of \$3,960,609, however, we are confident that this number will grow once all property values are settled.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: The 2020 – 2021 Adopted Budget includes funds to make the required recapture payment.

Recommendation: Approve the Agreement for the Purchase of Attendance Credits as recommended by the administration and delegate authority to the Superintendent to obligate the District under Texas Education Code Chapter 49.

Respectfully submitted,



Ryder Warren, Ed.D.
Superintendent



Brian Carter
Chief Financial Officer

Agreement for the Purchase of Attendance Credit

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2020-2021 (the "school year").

The agreement is for Northwest Independent School District ("the district"), with a county-district number of 061-911, to purchase attendance credit from the state for the school year.

This agreement is subject to the approval of the voters of the district as provided by the TEC, §49.156. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

Initial payments will be based on the commissioner's estimate of the total cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year. The district agrees to make the payments in accordance with the schedule specified in the TEC, §49.154.

The total cost of credit will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year is available. If that amount is less than the amount paid by the district through August 15 of the school year, the difference will be refunded. If that amount is greater than the amount paid, the district shall remit an amount equal to the difference for deposit in the state treasury to be used for the Foundation School Program.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Signature of President, Board of Trustees

Date: _____

Signature of Secretary, Board of Trustees

Date: _____

Signature of Superintendent

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Resolution Declaring Hazardous Transportation Conditions for the 2020-2021 School Year
Date: August 10, 2020

Background Information and Rationale: Reliant Transportation has surveyed the road conditions around each Northwest ISD facility using established criteria for the determination of hazardous transportation routes. The criterion has been used in neighboring districts, originally created by Safe Routes to School. It has been slightly modified to suit the needs of Northwest ISD due to our rural communities. Northwest ISD School Board Hazardous Area Transportation policy is stated in the following presentation, Resolution of the Board Regarding Hazardous Transportation Conditions. Twenty-six areas have been identified that are eligible for hazardous transportation routes under the definition and criteria that has been established. Within the resolution a description has been included describing the location of each recommended hazardous transportation area.

Support of Strategic Goals:

- This item supports Strategic Goal IV: Northwest ISD will provide premier facilities and support systems that enhance a positive learning environment and foster student and community pride.

Budget and/or Fund Impact: State reimbursement should be received for all hazardous area bus mileage.

Recommendation: Approve the Resolution Declaring Hazardous Transportation Conditions for the 2020-2021 School Year as recommended by the administration.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Tim McClure, AIA
Assistant Superintendent for Facilities

RESOLUTION OF THE BOARD REGARDING
HAZARDOUS TRANSPORTATION CONDITIONS

WHEREAS, Education Code 42.155(d) allows the Board of Trustees of the Northwest Independent School District to obtain supplemental state funding for transporting regular, otherwise ineligible students who live within two miles of their school but who would be subject to hazardous traffic conditions if they walked to school;

WHEREAS, the TEA handbook on School Transportation Allotments requires the Board to adopt language providing the definition of hazardous traffic conditions applicable to the District and identifying the specific hazardous areas for which such funding is requested;

WHEREAS, the Board acknowledges the Education Code 42.155(d) provisions stating that a hazardous condition exists where no walkway is provided and students must walk along or cross a freeway or expressway, an underpass, an overpass or a bridge, an uncontrolled major traffic artery, an industrial or commercial area, or another comparable condition;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Northwest Independent School District has defined hazardous traffic conditions in the same manner as stated in Education Code 42.155(d) and has identified the following specific hazardous areas in which such conditions exist using a Hazardous Route Scale Point System:

Hazardous Bus Routing for 2020-2021

The following areas are within the two-mile limit and are deemed to have a hazardous condition necessary to prohibit students from walking to school. Please note that these conditions are for the 2020-2021 school year only. Future improvement in conditions may allow for a change in status for future years. Hazardous Bus Routes will be evaluated annually.

1. **Adams Middle School-** All streets within a two-mile walking distance north of Bonds Ranch Rd., east of Willow Springs Rd., west of Wagley Roberts Rd. within the Adams Middle School attendance zone. This area is known as the Van Zandt Farms and the Reserve of Van Zandt Farms development.
2. **Byron Nelson High School and Medlin Middle School-** All streets within a two mile walking distance north of Dallas Rd., west of HWY 114, and east of HWY 377 within the City of Roanoke.
3. **Chisholm Trail Middle School-** All streets within a two mile walking distance north of HWY 114/287 within the City of Rhome.
4. **Chisholm Trail Middle School-** All streets within a two-mile walking distance west of FM 3433 and north of FM 718 except the streets of Chisholm Dr. and Savanna Dr.
5. **Curtis Elementary School-** All streets East of Heritage Trace Parkway inside the Curtis attendance boundaries.
6. **Haslet Elementary School-** All streets within a two-mile walking distance within the Haslet Elementary School attendance zone will be eligible for hazardous transportation. (Due to new development currently, no homes reside directly around the school, hazardous areas could change with home development.)
7. **Hatfield Elementary School-** All streets within a two-mile walking distance within the Hatfield Elementary School attendance zone will be eligible for hazardous transportation.
8. **Hughes Elementary School-** All streets within a two-mile walking distance east of Ridgetop Dr. and north of Haslet/Roanoke Rd.
9. **Justin Elementary School-** All streets within a two-mile walking distance east of FM 156 within the Justin Elementary School attendance zone. This area includes the Meadowlands development and other portions of Justin.

- 10. Justin Elementary School-** All streets north of John Wiley Rd., south of the creek that lie between the school and John Wiley Rd., east of Boss Range Rd., and west of FM 156. This area is known as the Reatta Ridge development.
- 11. Justin Elementary School-** All streets north of 407 and west of FM 156 within 2 miles of Justin ES.
- 12. Love Elementary Schools-** All streets within a two-mile walking distance within the Riversedge Development within the Love Elementary School Attendance zone and the City of Fort Worth.
- 13. Lance Thompson Elementary School-** All streets west of the Harvest Development and South of FM 407 that are within the two-mile radius to L. Thompson ES.
- 14. Nance Elementary School-** All streets within a two-mile walking distance north of Bonds Ranch Rd., east of Willow Springs Rd., west of Wagley Roberts Rd. within the Nance Elementary School attendance zone. This area is known as the Van Zandt Farms and the Reserve of Van Zandt Farms development.
- 15. Northwest High School-** All streets within a two-mile walking distance within the Northwest High School attendance zone will be eligible for hazardous transportation.
- 16. Peterson Elementary School-** All streets within a two-mile walking distance south of Heritage Trace Parkway, east of Harmon Rd., and west of I35W within the Peterson Elementary School attendance zone and the City of Fort Worth. This area includes the Reatta Ranch and the Presidio developments.
- 17. Peterson Elementary School-** All streets within a two-mile walking distance south of Bonds Ranch Rd., north of Heritage Trace Parkway, east of HWY 287 and west of Harmon Rd. within the Peterson Elementary School attendance zone and the City of Fort Worth. This area includes the Harmon Ranch development.
- 18. Pike Middle School-** All streets within a two-mile walking distance within the Pike Middle School attendance zone will be eligible for hazardous transportation.
- 19. Prairie View Elementary School-** All streets within a two-mile walking distance within the Prairie View Elementary School attendance zone will be eligible for hazardous transportation except the following roads; Chisholm Creek Parkway, Cody Court, Chisholm Court, Clear Fork Trail, and Cheyenne Trail.
- 20. Schluter Elementary School-** All streets within a two-mile walking distance north of Bonds Ranch Rd., west of HWY 287, and east of Wagley Roberts Rd. within the Schluter Elementary School attendance zone.
- 21. Schluter Elementary School-** All streets within a two-mile walking distance north of Bonds Ranch Rd., south of HWY 287, and east of Willow Springs Rd. within the Schluter Elementary School attendance zone.
- 22. Sendera Ranch Elementary School-** All streets within a two-mile walking distance north of Sendera Ranch Blvd. inside the Sendera Ranch Elementary School attendance zone.
- 23. Seven Hills Elementary School-** All streets within a two-mile walking distance within the Seven Hills Elementary School attendance zone are eligible for hazardous transportation.
- 24. Tidwell Middle School-** All streets within a two-mile walking distance north of Haslet/Roanoke Rd. and east of Ridgetop Dr. within the Tidwell Middle School attendance zone.
- 25. Granger Elementary School-** All streets within a two-mile walking distance east of Alta Vista Road within the Granger Elementary School attendance zone. This area includes the McPherson Ranch and Vista Green developments.
- 26. VR Eaton High School-** All streets within a two-mile walking distance north of Bonds Ranch Rd., east of Willow Springs Rd., west of Wagley Roberts Rd. within the VR. Eaton High School attendance zone. This area is known as the Van Zandt Farms and the Reserve of Van Zandt Farms development.



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Consideration and Possible Endorsement of a Nominated Individual for the TASB Board of Directors from TASB Region 11, Position B
Date: August 10, 2020

Background Information and Rationale: Nominations were received for Jacinto “Cinto” Ramos with Fort Worth ISD. Endorsements by the Board of Trustees must be submitted to TASB no later than August 31, 2020.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: NA

Recommendation: It is recommended that the Northwest ISD Board of Trustees endorse a nominated individual for the TASB Board of Directors from TASB Region 11, Position B.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Region, Open Position	Candidate/District	Total Endorsements Received
<p>Region 4, Position B</p> <p>Currently held by Page Rander (Clear Creek ISD) Total active members in Region=50 Endorsements required for 25 percent=13 Endorsements required for Majority=26</p>	<p>Darlene Breaux (Alief ISD) Brief Bio</p> <p>Page Rander (Clear Creek ISD) Brief Bio</p>	<p>1</p> <p>1</p>
<p>Region 4, Position D*</p> <p>Anne Sung (Houston ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i></p>	<p>Anne Sung (Houston ISD) Brief Bio</p>	
<p>Region 4, Position H*</p> <p>Rose Avalos (Aldine ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i></p>	<p>Rose Avalos (Aldine ISD) Brief Bio</p>	

Region, Open Position	Candidate/District	Total Endorsements Received
Region 8 Currently held by Thomas Darden (Cooper ISD) Total active members in Region=46 Endorsements required for 25 percent=12 Endorsements required for Majority=24	Thomas Darden (Cooper ISD) (I) Brief Bio Clifton Fendley (Paris ISD) Brief Bio Jason Hudson (Cumby ISD) Brief Bio	1 1 1
Region 10, Position D Currently held by Kevin Carbó (Mesquite ISD) Total active members in Region=82 Endorsements required for 25 percent=21 Endorsements required for Majority=42	Kevin Carbó (Mesquite ISD) Brief Bio Stephanie O'Dell (McKinney ISD) Brief Bio Jeff Pendill (Community ISD) Brief Bio Jeff Striplin (Bland ISD) Brief Bio	1 1 1 1

Region, Open Position	Candidate/District	Total Endorsements Received
<p>Region 11, Position B*</p> <p>Jacinto "Cinto" Ramos (Fort Worth ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i></p>	<p>Jacinto "Cinto" Ramos (Fort Worth ISD) Brief Bio</p>	
<p>Region 11, Position C</p> <p>New Position Total active members in Region=77 Endorsements required for 25 percent=19 Endorsements required for Majority=39 (Endorsement Count)</p>	<p>Douglas Chadwick (Denton ISD) Brief Bio</p> <p>Justin Chapa (Arlington ISD) Brief Bio</p> <p>Julie Cole (Hurst-Eules-Bedford ISD) Brief Bio</p> <p>DeLeon English (Little Elm ISD) Brief Bio</p> <p>Karen Marcucci (Mansfield ISD) Brief Bio</p> <p>Ryan Ray (Crowley ISD) Brief Bio</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>

Region, Open Position	Candidate/District	Total Endorsements Received
Region 13, Position B	Earl Foster (Burnet CISD)	1
Currently held by Mary Jane Hetrick (Dripping Springs ISD)	Brief Bio	
Total active members in Region=55		
Endorsements required for 25 percent=14		
Endorsements required for Majority=28		
	Mary Jane Hetrick (Dripping Springs ISD) (I)	1
	Brief Bio	
	Margie Villalpando (San Marcos CISD)	1
	Brief Bio	
Region 14	Greg Welch (Clyde CISD)	1
Currently held by Greg Welch (Clyde CISD)	Brief Bio	
Total active members in Region=43		
Endorsements required for 25 percent=11		
Endorsements required for Majority=22		
Region 15	Raymond P. Meza (San Felipe Del Rio ISD)	1
Currently held by Raymond P. Meza (San Felipe Del Rio CISD)	Brief Bio	
Total active members in Region=43		
Endorsements required for 25 percent=11		
Endorsements required for Majority=22		

Region, Open Position	Candidate/District	Total Endorsements Received
Region 20, Position A Currently held by Rolinda Schmidt (Kerrville ISD) Total active members in Region= 57 Endorsements required for 25 percent= 14 Endorsements required for Majority= 29	Lisa M. Brown (Fort Sam Houston ISD) Brief Bio	1
	Luis Fernandez (Uvalde CISD) Brief Bio	1
	JD Rodriguez (Dilley ISD) Brief Bio	1
	Rolinda Schmidt (Kerrville ISD) Brief Bio	1

Region 20, Position B*
 Karen Freeman (Northside ISD-Bexar County)
According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.

Karen Freeman (Northside ISD-Bexar County)
[Brief Bio](#)

* Large District Position
 (I) Incumbent that has indicated that they will be seeking reelection



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 31, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: Consideration and Possible Endorsement of a Nominated Individual for the TASB Board of Directors from TASB Region 11, Position C
Date: August 10, 2020

Background Information and Rationale: Nominations were received for Douglas Chadwick with Denton ISD, Justin Chapa with Arlington ISD, Julie Cole with Hurst-Eules-Bedford ISD, DeLeon English with Little Elm ISD, Karen Marcucci with Mansfield ISD, and Ryan Ray with Crowley ISD. Endorsements by the Board of Trustees must be submitted to TASB no later than August 31, 2020.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: NA

Recommendation: It is recommended that the Northwest ISD Board of Trustees endorse a nominated individual for the TASB Board of Directors from TASB Region 11, Position C.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Region, Open Position	Candidate/District	Total Endorsements Received
Region 4, Position B Currently held by Page Rander (Clear Creek ISD) Total active members in Region=50 Endorsements required for 25 percent=13 Endorsements required for Majority=26	Darlene Breaux (Alief ISD) Brief Bio	1
	Page Rander (Clear Creek ISD) Brief Bio	1

Region 4, Position D*
 Anne Sung (Houston ISD)
According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.

Anne Sung (Houston ISD)
[Brief Bio](#)

Region 4, Position H*
 Rose Avalos (Aldine ISD)
According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.

Rose Avalos (Aldine ISD)
[Brief Bio](#)

Region, Open Position	Candidate/District	Total Endorsements Received
Region 8 Currently held by Thomas Darden (Cooper ISD) Total active members in Region=46 Endorsements required for 25 percent=12 Endorsements required for Majority=24	Thomas Darden (Cooper ISD) (I) Brief Bio Clifton Fendley (Paris ISD) Brief Bio Jason Hudson (Cumby ISD) Brief Bio	1 1 1
Region 10, Position D Currently held by Kevin Carbó (Mesquite ISD) Total active members in Region=82 Endorsements required for 25 percent=21 Endorsements required for Majority=42	Kevin Carbó (Mesquite ISD) Brief Bio Stephanie O'Dell (McKinney ISD) Brief Bio Jeff Pendill (Community ISD) Brief Bio Jeff Striplin (Bland ISD) Brief Bio	1 1 1 1

Region, Open Position	Candidate/District	Total Endorsements Received
<p>Region 11, Position B*</p> <p>Jacinto "Cinto" Ramos (Fort Worth ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i></p>	<p>Jacinto "Cinto" Ramos (Fort Worth ISD) Brief Bio</p>	
<p>Region 11, Position C</p> <p>New Position Total active members in Region=77 Endorsements required for 25 percent=19 Endorsements required for Majority=39 (Endorsement Count)</p>	<p>Douglas Chadwick (Denton ISD) Brief Bio</p> <p>Justin Chapa (Arlington ISD) Brief Bio</p> <p>Julie Cole (Hurst-Euless-Bedford ISD) Brief Bio</p> <p>DeLeon English (Little Elm ISD) Brief Bio</p> <p>Karen Marcucci (Mansfield ISD) Brief Bio</p> <p>Ryan Ray (Crowley ISD) Brief Bio</p>	<p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p> <p>1</p>

Region, Open Position	Candidate/District	Total Endorsements Received
Region 13, Position B	Earl Foster (Burnet CISD)	1
Currently held by Mary Jane Hetrick (Dripping Springs ISD)	Brief Bio	
Total active members in Region=55		
Endorsements required for 25 percent=14		
Endorsements required for Majority=28		
	Mary Jane Hetrick (Dripping Springs ISD) (I)	1
	Brief Bio	
	Margie Villalpando (San Marcos CISD)	1
	Brief Bio	
Region 14	Greg Welch (Clyde CISD)	1
Currently held by Greg Welch (Clyde CISD)	Brief Bio	
Total active members in Region=43		
Endorsements required for 25 percent=11		
Endorsements required for Majority=22		
Region 15	Raymond P. Meza (San Felipe Del Rio ISD)	1
Currently held by Raymond P. Meza (San Felipe Del Rio CISD)	Brief Bio	
Total active members in Region=43		
Endorsements required for 25 percent=11		
Endorsements required for Majority=22		

Region, Open Position	Candidate/District	Total Endorsements Received
Region 20, Position A Currently held by Rolinda Schmidt (Kerrville ISD) Total active members in Region= 57 Endorsements required for 25 percent= 14 Endorsements required for Majority= 29	Lisa M. Brown (Fort Sam Houston ISD) Brief Bio	1
	Luis Fernandez (Uvalde CISD) Brief Bio	1
	JD Rodriguez (Dilley ISD) Brief Bio	1
	Rolinda Schmidt (Kerrville ISD) Brief Bio	1

Region 20, Position B*
 Karen Freeman (Northside ISD-Bexar County)
According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.

Karen Freeman (Northside ISD-Bexar County)
[Brief Bio](#)

* Large District Position
 (I) Incumbent that has indicated that they will be seeking reelection

Carlisle, Jennifer

From: Warren, Ryder
Sent: Wednesday, July 15, 2020 8:38 AM
To: Carlisle, Jennifer; Hobbs, Christie
Subject: FW: TASB Board of Director Endorsement Request

FYI

Dr. Ryder Warren, Superintendent
Northwest Independent School District
ryder.warren@nisdtx.org
(817) 215-0030

From: Dr. Jamie Wilson <jwilson@dentonisd.org>
Sent: Tuesday, July 14, 2020 1:39 PM
To: Warren, Ryder <Ryder.Warren@nisdtx.org>
Subject: TASB Board of Director Endorsement Request

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Contact the helpdesk at x81000 or click the Phish Alert if you need assistance.



July 14, 2020

Dear Dr. Ryder Warren

My name is Doug Chadwick and I am serving in my fifth year on the Denton ISD Board of Trustees. As a native Texan and a forty-one-year resident of Denton County, I am honored to serve the 32,000 children in our District. I firmly believe that the work we all do to help prepare children for success in their futures is crucial to maintaining civil societies in our State and our Nation.

The Board of Directors of the Texas Association of School Boards is the elected body that meets throughout the year to supervise, control and direct the affairs of TASB in accordance with its Articles of Incorporation, Bylaws, and Advocacy Agenda. Each TEA Region – in our case, Region 11 – is allocated a number of representatives to the Board based on population; currently we have 3 representatives.

This year TASB has allocated a new position for Region 11 (Region 11, Position C), and I am pleased to say that my Board has nominated me to serve in this new position. My biographical information can be found on the TASB Director Nomination Information page:

https://www.tasb.org/about-tasb/governance/tasb-director-nomination-information/documents/2020/candidates/11c_chadwick_redacted.pdf.

As our school districts deal with increasing enrollments, implementing HB3, decreasing pools of teaching talent, an upcoming Legislative Session, and now the effects of COVID-19, a steady hand with careful and thoughtful discussion of strategies for the way forward are in high demand. I believe that I can positively contribute to the governance of TASB in the years ahead.

I am asking for your Board's Endorsement of me as a candidate for the new position on the TASB Board of Directors representing Region 11.

To be endorsed, your Board must have a formal vote for Endorsement in an open meeting, and then email the TASB ENDORSEMENT FORM D (see attached) to TASB by August 31, 2020.

I appreciate your consideration of my request for your support, and I look forward to serving the children and the citizens of our Region and State on the TASB Board of Directors.

Please click [here](#) to view the form.

Sincerely,



Douglas J. Chadwick, Master Trustee

dchadwick@dentonisd.org

Denton ISD would like to continue connecting with you via email. If you prefer to be removed from our list, please contact Denton ISD directly. To stop receiving all email messages distributed through our SchoolMessenger service, follow this link and confirm: [Unsubscribe](#)

SchoolMessenger is a notification service used by the nation's leading school systems to connect with parents, students and staff through voice, SMS text, email, and social media.



August 5, 2020

Dear Region 11 Colleague,

I am a candidate for the Region 11C position on the TASB Board of Directors. I am writing to seek your board's endorsement and have enclosed my candidate-information packet and an endorsement form.

In addition to my service on the Arlington ISD Board of Trustees, I believe my background as an attorney, classroom teacher, first-generation college graduate, and parent would allow me to bring a diverse and unique set of experiences to the TASB Board. By day (and often night), I serve my clients as an advocate, primarily in disputes against—ironically—government regulators, mostly in federal courts and in nonpublic proceedings. So I am sensitive to the possibilities and limitations of government. While in law school, I worked in an education-related legal clinic advocating for special-needs students involved in disputes with school districts, and I also earned an MA in Education. But before I went to law school, I taught 12th Grade Government and Economics in the Rio Grande Valley. This gives me an appreciation of how Board decisions can affect students and educators. I also have a history of service in education-related nonprofit boards and youth-focused volunteer organizations, giving me insight into education from a community member's perspective. Finally, I have the perspective of a public-school parent of three. These experiences will inform my work on the TASB Board and help me serve as an effective advocate for the diverse districts that make up TASB.

I am happy to answer questions about me or my candidacy via phone (817-919-2611) or email (chapa.aisd@gmail.com).

Sincerely,

Justin Chapa, Trustee
Arlington Independent School District



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 31, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: **June 29, 2020**

NAME: **Justin Roel Chapa**

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED]

RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED]

FAX NUMBER: [REDACTED]

E-MAIL: [REDACTED]

SCHOOL DISTRICT: **Arlington ISD**

LOCAL TERM EXPIRES: **May 2022**

YEARS ON BOARD: **~3 Years (appointed to one-year unexpired term in September 2017; elected to one-year term in May 2018 and three-year term in May 2019)**

Upon expiration of current term on your local board, will you seek reelection? **YES**

BOARD POSITIONS HELD/DATES:

Chair, Governance Committee (May 2019–Present)

Member, Finance and Academics Committee (2019–Present)

Member, Governance Committee (Sept. 2017–May 2019)

Member, Community Engagement Committee (May 2018–May 2019)

Member, Audit Committee (Sept. 2017–May 2018)

OCCUPATION: **Attorney**

CURRENT EMPLOYER: **Morgan, Lewis & Bockius LLP**

DATES: **2015–Present**

EDUCATION-HIGH SCHOOL: **Sam Houston HS, Arlington, TX** COLLEGE: **Harvard University**

OTHER EDUCATION: **Stanford Law School and Stanford Graduate School of Education**

DEGREES: **BA Government (cum laude), MA Education, Juris Doctorate**

HOBBIES/SPECIAL INTERESTS: **Family, History, Reading, Football, Baseball**

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): **Please see bio.**

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): **Please see bio.**

Bio and current picture attached.

Justin Chapa Bio

Born and raised on Arlington's eastside, Justin attended Arlington ISD schools from Kindergarten through his graduation from Sam Houston High School, as Valedictorian. Justin spent his undergraduate years at Harvard University, where he earned a BA in Government with honors and became the first person in his immediate family to graduate from college.

Determined to ensure that students from similar backgrounds have the same opportunity, he joined Teach for America after college and taught 12th Grade Government and Economics at Rivera High School in Brownsville, Texas. While at Rivera, he sponsored the campus student council, coordinated an afterschool credit-recovery program, started an AP Macroeconomics class, and served as an officer on the Site-Based Decision Making Committee.

While applying for Teach for America as a college senior, Justin also applied to law school. Most law schools allow Teach for America "Corps Members" to defer admission for two years while completing their teaching commitment. Thus, when he went "back to school" after his second year of teaching, he walked through the doors of Stanford Law School rather than Rivera High School. Today, Justin is Of Counsel in the Dallas office of Morgan, Lewis & Bockius LLP, one of the world's largest law firms.

Although Justin is a lawyer by trade, he is a teacher at heart. While in law school, Justin worked in Stanford's "Youth and Education Law Project," a legal clinic that focuses on representing students with disabilities in special-education disputes. He also worked part-time as a Government teacher at Eastside College Preparatory School, in East Palo Alto, California, which primarily serves future first-generation college students. Additionally, Justin joined the first cohort of Stanford's joint-degree program in education and law, earning an MA in Education concurrently with his law degree. As part of the joint-degree program, Justin authored an article on the evolution of the "Government as Educator" paradigm in Supreme Court case law, which was later published in the *BYU Education & Law Journal*.

After Stanford, Justin and his wife [REDACTED]—also a Sam Houston alum and former teacher—moved back to their hometown with their then-nine-month-old son. Two more kids would follow, both girls. Justin's school-age children attend AISD schools, and Justin and [REDACTED] are both active in PTA.

Before his Board service, Justin served multiple terms on AISD's Financial Futures Committee and Citizens Bond Oversight Committee. Justin also served on the Capital Needs Steering Committee that helped craft the AISD's 2014 Bond package, and he had the privilege to serve on the Board of Directors of the Arlington ISD Education Foundation, a non-profit that distributes grants to AISD teachers.

Outside of AISD activities, Justin regularly speaks to high school students about college and career issues. Along with a friend from high school, Justin co-founded a scholarship for graduating seniors at Sam Houston HS that has awarded over \$35,000 since 2007. Aside from service directly related to the Arlington ISD, Justin currently sits on the Board of Directors and Executive Committee for United Way of Tarrant County and previously served on the Boards of Directors of the Arlington Public Library Foundation and of Leadership Arlington, where for three years he helped direct the Youth Leadership Arlington program.

BOARD OF TRUSTEES

JULIE COLE
President

MATT ROMERO
Vice-President

ROCHELLE ROSS
Secretary



STEVE CHAPMAN
Superintendent of Schools

BOARD OF TRUSTEES

FAYE BEAULIEU, Ph.D.

ANDY CARGILE

DAWN JORDAN-WELLS

FRED CAMPOS

July 8, 2020

Dear Northwest ISD Team of 8,

Thank you for your service to the Children of Texas. Your work is extremely impactful to public school students in your district and around the state and does not go unnoticed.

I am writing to ask for your district's support and endorsement for the newly created Region 11, Position C Director position on the TASB Board. My HEB ISD School Board has nominated me for this position, and I am honored that they believe in my leadership ability to serve Region 11 and TASB on their behalf. If elected to the TASB Board I will represent Region 11, your District, and all our students with enthusiasm, energy, a passion for public school advocacy.

I have been privileged to serve on the Hurst Eules Bedford ISD Board of Trustees since 2013 and as Board President since 2017. I have served in multiple leadership roles in my community including with the HEB Chamber of Commerce, the HEB Education Foundation, the HEB Economic Development Foundation, and the Trinity Trojan Football Booster Club Advisory Board. I have served the HEB ISD School Board in the state by leading my district through participation in the TEA Lone Star Governance Exemplar Cohort for two years, participation in NSBA's Advocacy Institute, representing HEB ISD on the TASB Legislative Action Committee, and leading multiple presentations at both TASA/TASB conference and Summer Leadership Institute. When I am not serving Texas Public Education, I work in the financial services industry leading a team of data analysts identifying opportunities for business process improvements using customer experience data and feedback.

I have enclosed a copy of the TASB endorsement form. If your School Board chooses to endorse me, please fill out the form and mail it to TASB as instructed by August 31.

If you have any questions or would like to discuss the TASB Board position with me, feel free to call me at 817-235-7011.

I thank you for your consideration, and I look forward to serving Region 11!

All the Best,

Julie Cole
President, Board of Trustees
Hurst Eules Bedford ISD



Julie Cole has served as a Trustee for the Hurst Eules Bedford ISD School Board since May of 2013 and as the Board President since May of 2017. Julie moved to Texas with her husband Curtis and two sons Conner (Trinity HS class of 2011) and Hayden (Trinity HS class of 2016) in 2002 and was drawn to the HEB area for its small town within a big city atmosphere, strong sense of community, and excellent quality education. After serving on PTA and several volunteer committees, Julie spent several years leading the Trinity Trojan Football Booster Club which gave her a chance to support students from diverse backgrounds who had varied needs. Julie is passionate about providing all students with opportunities for successful academic and personal outcomes.

Julie has been employed at Fidelity Investments since 2016 as part of the Customer Knowledge and Strategic Insights group, leading the Interaction Analytics team and before that spent 18 years at American Airlines in various roles. Julie is active in many community organizations including the HEB ISD Education Foundation, the HEB Chamber of Commerce and the HEB Economic Development Foundation. Julie is a 2018 Graduate of Leadership TASB.



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on _____

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 31, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

Carlisle, Jennifer

From: English, DeLeon <deleon.english@leisd.ws>
Sent: Thursday, August 6, 2020 6:37 PM
To: DeLeon English
Subject: TASB Candidacy for Region 11 Place C - DeLeon English
Attachments: DeLeon English TASB Region 11C Candidacy.pdf; DeLeon English TASB Region 11C Candidacy.pdf; DeLeon English TASB -FORM-B-Biographical-Sketch-Form.pdf

Dear Board Members and Superintendent;

If you have not voted for a candidate for the position of Region 11C on TASB, I have provided a short presentation to share with you for consideration of your vote. I kept the presentation short with the highlight which is 5 slides and takes less than 5 minutes for review. As supplemental material, I have included more detailed information.

I am also available for any questions you may have through email or by mobile at 214.529.0325.

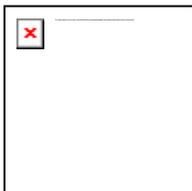
Please feel free to reach out to me.

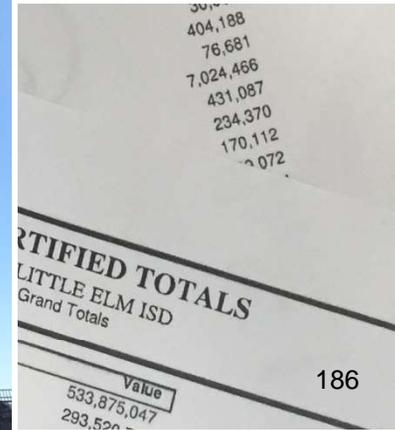
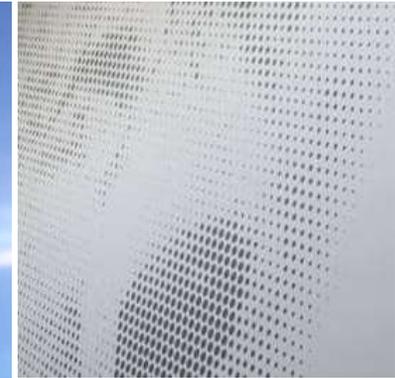
Thank you and warm regards

--

DeLeon English
Board Member
Board Of Trustees

[Little Elm Independent School District](#)





DeLeon English, Board Trustee
Candidate for Texas Association of School Boards
Little Elm ISD – Region 11C

July 21, 2021



Freeze	Assessed	Taxable	Actual
DP			
DPS	14,492,304		
OV65	89,114		
Total	343,949,075	11,578,345	
Tax Rate	358	64	

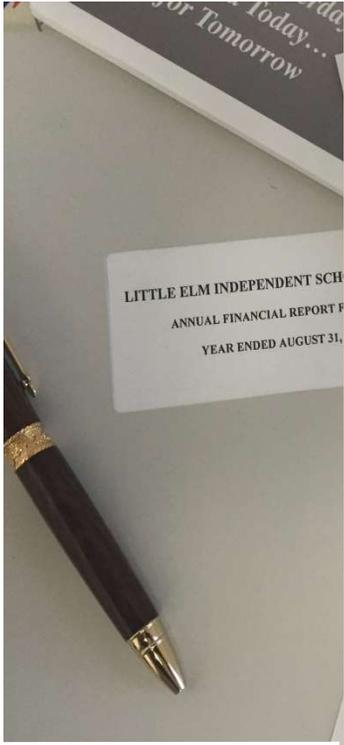
HANKINS, EASTU

3,808 Appraised Value (-)

Homestead Cap = 2

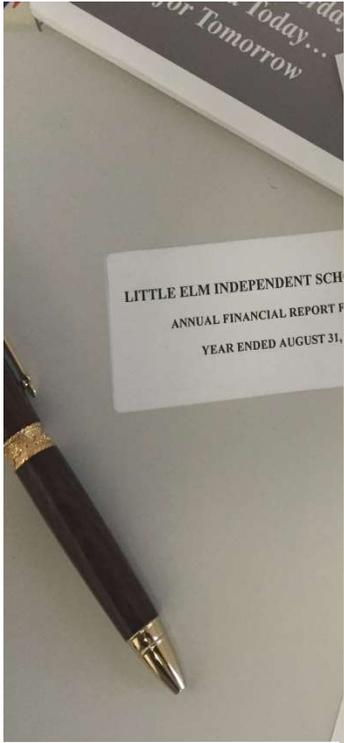
Assessed Value (-)

Total Exemptions Amount (Breakdown on Next Page) (-) 2,64



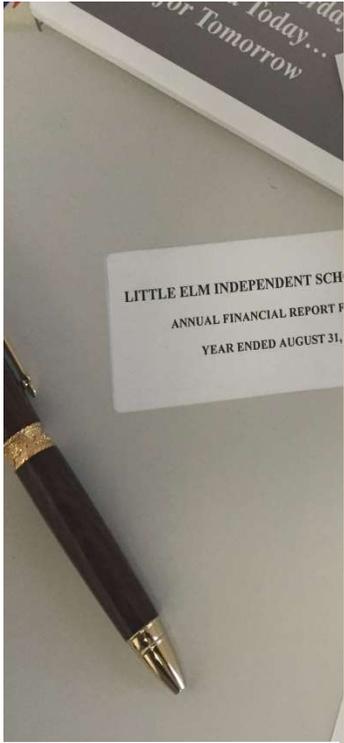
➤ Background

- Veteran of the USMC (Honorable Discharge 1987-1991)
- Education AA, BS, and MS degrees from Cerritos College, USC and SMU
- Little Elm ISD Board Member Since 2014
- Leadership TASB Master Trustee
- I grew in a single-parent home on welfare in the Compton-Watts area in California. I experienced the devastating effects improper education and family factors can have on student achievement. Through hard work and those that believed in me, I was able to enter the USMC and be discharged honorable. I further went on to get my AA, BS, and MS degrees from reputable institutions such as Cerritos College, USC and SMU (Respectively). I have learned to connect with students through rough patches to encourage, guide, and nurture them. My goal with every interaction is to be an example that the achievement is yours no matter the circumstances. Being on the Board has allowed me to help others achieve



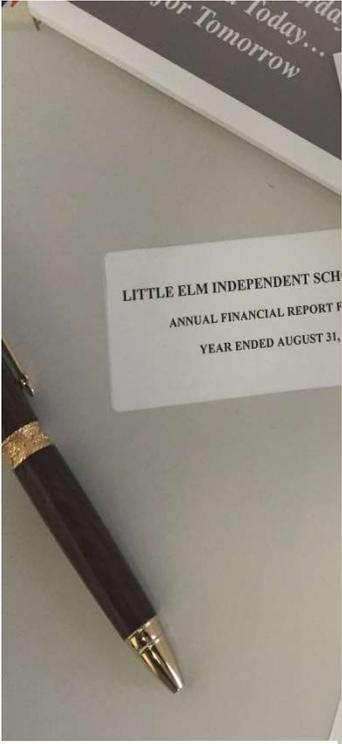
➤ Three TASB Goals

- Advocacy voice - Provide an advocacy voice for education at the local and state level in relationship to rural and suburban districts that experience fast growth
- Service Discovery - Act as a representative voice in TASB for districts and administrators in helping identify and deliver services on their most pressing educational needs
- Service Improvement - Help educate, improve, and expand TASB service offerings to districts large and small.



➤ My TASB Board Contribution

- Help drive technology to enhance and improve current service offerings.
- Providing a vision for potentially new service offering that may be critical to the success of districts.
- Connect districts to resources they truly need in the realm of process improvements, technology enhancements and service offerings



- I am seeking your vote for Region 11 place c
 - Thank you





TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: DeLeon English _____

SCHOOL DISTRICT: Little Elm ISD _____

POSITION: Region 11, Position C _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB (or is included) as evidence.

1. What motivates you to serve on the TASB Board?

I have three main motives in seeking a position as a candidate seeking to serve on the TASB Board.

Provide an advocacy voice for education at the local and state level in relationship to rural and suburban districts that experience fast growth. Fast growth districts in rural/Suburban areas that experience exponential growth face unique and significant challenges in funding, infrastructure, community communication, governance, and outreach that larger districts may be accustomed to or have overcome. For example, still today, we have sections of our community that does not have proper road infrastructure. When flooding conditions occur, it is particularly challenging to transport kids to school. Raising awareness to our state legislators about infrastructure needs is vital to the safety and continued delivery of education.

Act as a representative voice in TASB for districts and administrators in helping identify and deliver services on their most pressing educational needs. For example, it wasn't easy to locate and find services to assist in specific situations that are common occurrences. We were challenged to understand how to adjust our finances for the rapid growth we incurred. Another example is understanding how to communicate with a community that changes in demographics and economic make up.

Help educate, improve, and expand TASB service offerings to districts large and small. TASB offer. While TASB provides information, education, and conferences to school boards and administrators, the offerings are falling behind in the use of improvements in advances in technology. I believe TASB could play an essential role in building out platforms in coordination with the technology industry to help districts deliver world-class solutions.

2. What contributions can you make?

My contributions to the Board will be in service to helping build understanding between fast growth districts and their larger peers. Help drive technology to enhance and improve current service offerings. Providing a vision for potentially new service offering that may be critical to the success of districts. For example, they are providing services to help communities understand how to secure their technology platforms or potentially offer frameworks for how to save costs by moving to cloud platforms. Another example is building a structure of services to help small and large districts use technology to produce informative findings to drive legislative changes. All these opportunities exist to be harnessed for improvements in public education.

3. Service as a TASB Director is an enriching experience, but it is a time-consuming endeavor. Please address your commitment to serve as a Director.

As a member of the technology community, my field of work provides flexibility with remote working in locations and times. I also will be able to work with my job in understanding my commitments.

4. Please provide evidence of your leadership abilities.

Three instances as evidence of my leadership abilities are attending one of the most significant leadership schools in the world, which was my service in the United States Marine Corps. I rose to the rank of Platoon Sergeant in the infantry, leading and guiding my Marines. Another instance of leadership is my business experience, where I have moved into a leadership position as a Director in my organization. This role afforded me the ability to guide an organizational unit delivering public cloud-based solutions to critical clients. As a leader in my community, taking several positions throughout the area on boards and community organizations to support their missions.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

My perspective brings a deep understanding of visionary leadership, involvement in emerging technology, and knowledge of the teaching profession. In my business activities, I have led many successful major business initiatives throughout my career, but I have also had a few failures. My failures have provided me perspective on the importance of communication, building bridges, and clearly defining the objectives of initiatives. I think this is particularly important in building a deep relational connection and understanding what motivates constitutes to drive an effort. Along with visionary leadership is my breadth of knowledge in potential uses of emerging technologies. Being heavily involved in a fast-growing industry that is driving the world forward, having a proper rooted understanding of what is ahead gives the Board an ability to examine options to unique and complex problems. Lastly, having a wife as a professional educator and a brother and sister, I have a good grasp of what they face on a day-to-day basis. This perspective on what could be the potential impact on school activities based on initiatives board members undertake—understanding how our decisions impact the educators and students in the classroom setting.

6. Describe the characteristics of a good board member. What are at least three or four behaviors of a good board member?

I would categorize the following as characteristics of a good board member.

Knowledge - Strong understanding of board members role.

Communication - Ability to engage with clear communication to a broader community

Problem Solving - Ability to understand and process complex scenarios

Vision - Ability to drive a vision or mission to completion

Board members should continually be in the habit of learning to expand their knowledge base to draw on when needed. They should also have the skill to effectively communicate with peers and a

broader community with accurate and timely information to help others understand a position. Board members should think deeply about the understanding of complex problems and conceptualizing solutions. Finally, Board members should be able to set a vision and mission that can get others on Board by eliciting their ideas.

7. The use of technology is required of a TASB Director to communicate and to use and view Board materials. Please explain the skills and knowledge you possess in using technology.

My education at the Bachelors's level is Information systems and at the Masters's degree in Software Engineering. I have extensive experience in building and design complex software solutions and very comfortable with technology.

8. Describe a critical or severe challenge that you have faced on your local school board and tell us how you helped to solve it.

I have been through several major crises on the Board both as an Officer and non-Officer. The first crisis occurred after being elected as Board President, having to handle a leadership crisis. When I was elected, we discovered that our leader was engaged in habits and behaviors unbecoming of the position. I manage the crisis by gathering the facts, working with the Board, and that individual for a resolution. We were successfully able to resolve the issue and move forward.

Another instance was during the Ebola crisis in which a community member showed up to an urgent care facility in our community potentially with the disease. We immediately worked with our medical health professionals, local leaders, district administration, government officials to understand the fact and develop a plan. In that plan was important communication to our community to protect our kids. The result was a crisis plan that is currently used today in the COVID-19 issue.

9. Excluding public school finance, what do you think are top issues facing public education today?

In my view, we face two critical issues in our education system. We have a crisis in public perception and loss of student self-control. The first crisis represents a lack of the profession providing the broader community with a concise understanding of the mission and unique challenges of public education. Most of the ranks of education from K through secondary school have lost the American community in its purpose. Most citizens know it is essential, but they do not understand why it is crucial.

Elaborate on why you think they are critical issues.

The public perception is critical to improving the funding position for state education. State leaders unwilling to provide funding due to misinformed opinions about public school. Local communities are reluctant to fund critical initiatives due to a perception of how the funds are allocated. Attitude can have a negative or positive effect, depending on how education is thought of in the minds of a community.

The second critical issue is student self-control. Seasoned teachers are leaving the profession due to the inherent danger posed by kids without restraint. We see this also with parental guidance

becoming more hostile towards educators. The innate hostility towards authority has now been on full display and stems from missed parental guidance. To keep our school, communities, and students safe, we should identify the physical and psychological issues that drive such behavior.

10. Additional information: What else would you like for us to know about you?

I grew in a single-parent home on welfare in the Compton-Watts area in California. I experienced the devastating effects improper education and family factors can have on student achievement. Through hard work and those that believed in me, I was able to enter the USMC and be discharged honorable. I further went on to get my AA, BS, and MS degrees from reputable institutions such as USC and SMU. I have learned to connect with students through rough patches to encourage, guide, and nurture them. My goal with every interaction is to be an example that the achievement is yours no matter the circumstances. Being on the Board has allowed me to help others achieve.

American Legion Membership, Hearts for Hammers, Corporate Challenge Leader, Yearly District Angel Tree Project, Little Elm Planning and Zone Board, LEPD Police Chiefs Council, Little Elm Charter Committee. Awards for service to P&Z Board.



(Signature of candidate)

6/26/2020 _____
(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

Must be received by TASB on or before June 30, 2020.

Interviews will be held at TASB Headquarters in Austin on September 11-12, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 25, 2020

NAME: DeLeon English

ADDRESS: 1441 Thornhill Ln _____

CITY: Little Elm _____ ZIP: 75068 _____

BUSINESS PHONE: 214-529-0325 RESIDENCE PHONE: 214-529-0325 _____

CELL PHONE: 214-529-0325 FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: deleon.english@leisd.ws _____

SCHOOL DISTRICT: Little Elm ISD _____

LOCAL TERM EXPIRES: May/2021 _____ YEARS ON BOARD: 6 Years _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes X No _____

BOARD POSITIONS HELD/DATES: President -2014, Secretary 2015

OCCUPATION: Technology Consultant _____

CURRENT EMPLOYER: Headstorm (Unemployed) _____ Dates: Nov 2019 -Mar 2020 _____

EDUCATION-HIGH SCHOOL: La Sierra High School _____ COLLEGE: Univ Southern California

OTHER EDUCATION: SMU _____ DEGREES: Bachelors, Masters _____

HOBBIES/SPECIAL INTERESTS: Computer Technology, Travel, Volunteering, Reading _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): IEEE, American Legion, Little Elm City Council Charter Committee, St. Arbor Community Board Member, Little Elm Police Council Member, _____

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): _____

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



Carlisle, Jennifer

From: Thomas, Desiree <desireethomas@misdmail.org>
Sent: Sunday, July 26, 2020 4:24 PM
To: School Board
Subject: TASB Candidate
Attachments: Marcucci-Form-B-Biographical-Sketch-Form.pdf

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. Contact the helpdesk at x81000 or click the Phish Alert if you need assistance.

Good Afternoon Muenster Trustees,

I would like to ask you to considering voting for Karen Marcucci, Mansfield ISD. I think she would be an outstanding member to the 2020 TASB Board.

Karen has been a Trustee for 7 years, serving as a Board Secretary, Vice President, and President the last several years. Karen is also a TASB Master Trustee and received recognition in 2017 for Region 11 Outstanding School Board. Karen's leadership has been outstanding in Mansfield ISD. She continues to strive to make Mansfield better, which encouraged us to incorporate the Lone Star Governance Program into our Board training. She encouraged us to do this not because we were struggling but because it would make us a better district.

I have attached her bio and please feel free to reach out to Karen or me if you have any questions.

Karen Marcucci would be an added asset to the TASB Board, and I hope she can count on your vote.

Sincerely,

Desiree Thomas

Mansfield ISD Trustee

817-692-5181



TASB ENDORSEMENT FORM

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 31, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**



To: Board of Trustees

From: Ryder Warren, Ed.D., Superintendent of Schools

Subject: Resolution Regarding Delegation of Authority During the COVID-19
Emergency

Date: August 10, 2020

Background Information and Rationale: On March 17, 2020, the Board of Trustees delegated 11 responsibilities to the Superintendent to ensure timely and effective management of the District at the onset of the COVID-19 emergency. Since that time, the Superintendent has exercised emergency authority in two of the delegated areas, as described in the attached report.

At this time, the State of Texas is still under an emergency declaration due to COVID-19. Some of the responsibilities delegated in March no longer seem necessary, so we are requesting that the March resolution be rescinded and superseded with a new resolution. The new resolution seeks the delegation of 6 of the original 11 responsibilities to the Superintendent. These delegations will allow continued flexibility and responsiveness as the District educates students in these unprecedented times.

Documents for Review:

1. August 10, 2020: Resolution Regarding Delegation of Authority During the COVID-19 Emergency
2. Report on Emergency Delegation of Authority
3. March 17, 2020: Resolution Regarding Delegation of Authority During the COVID-19 Emergency (for reference)

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.

- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: N/A

Recommendation: Approve the new Resolution Regarding Delegation of Authority During the COVID-19 Emergency.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Ryder Warren", with a long horizontal flourish extending to the right.

Ryder Warren, Ed.D.
Superintendent

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE NORTHWEST INDEPENDENT SCHOOL DISTRICT REGARDING
DELEGATION OF AUTHORITY DURING THE COVID-19 EMERGENCY**

WHEREAS, the Northwest Independent School District Board of Trustees (Board) recognizes that officials in Tarrant County and Denton County have declared an emergency regarding the potential spread of coronavirus/COVID-19 (hereafter “COVID-19”), and the territory included in Northwest Independent School District is within the areas where an emergency has been declared;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so; and

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

IT IS THEREFORE RESOLVED THAT the Board of Trustees of the Northwest Independent School District finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

IT IS FURTHER RESOLVED THAT, in furtherance of the public purposes so stated in this Resolution, the Board of Trustees of the Northwest Independent School District makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by Tarrant

County, Wise County, and the State of Texas, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

1. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding instructional days, attendance, funding, or any matters relating to the emergency and its impact on district operations
2. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code Section 552.233 regarding temporary suspension of the Texas Public Information Act;
3. The authority to alter the Northwest ISD 2020-21 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure, quarantine, or related concerns;
4. The authority to negotiate and execute interlocal agreements that are reasonable and necessary to achieve a public purpose of the Northwest ISD as described in this Resolution, in connection with the emergency, subject to ratification by the Board;
5. The final authority to hire contractual personnel;
6. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

IT IS FURTHER RESOLVED THAT the Resolution Regarding Delegation of Authority During the COVID-19 Emergency, approved by the Board on March 17, 2020, is rescinded and superseded by this Resolution.

Adopted on this the _____ day of August 2020, by the Northwest ISD Board of Trustees.

Judy Copp
President, Board of Trustees

Lillian Rauch, Ph.D.
Secretary, Board of Trustees

Report on Emergency Delegation of Authority

On March 17, 2020, the Board of Trustees delegated 11 responsibilities to the Superintendent, to ensure timely and effective management of the District at the onset of the COVID-19 crisis. This chart summarizes the decisions made under that delegation where Board approval would otherwise have been required.

Delegation of Authority	Action Taken
1. Decisions regarding payment of employees during an emergency closure	None
2. Decisions regarding the compensation of exempt and non-exempt employees during an emergency closure	None
3. Alter the Northwest ISD 2019-2020 school calendar by changing and/or adding school/instructional hours and work/school days	None
4. Create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined or tests positive for COVID-19	None
5. Seek waivers from TEA regarding missed instructional days, low attendance, or any matters related to emergency closures	<ul style="list-style-type: none"> • Waiver for missed school days in 2019-20 • Waiver for alternate kindergarten reading instrument • Waiver for ASVAB • Waiver for 7th grade reading
6. Declare a catastrophe and take actions for temporary suspension of the Texas Public Information Act	None
7. Procure, negotiate, and execute contracts for goods and services necessary for emergency response	None
8. Execute interlocal agreements necessary for emergency response	None
9. Final authority to hire contractual personnel	42 employees were offered contracts in July.
10. Receive bequests and donations to the District on behalf of the Board	None
11. Take other action and submit/apply for other waivers from the national and state authorities	None

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE NORTHWEST INDEPENDENT SCHOOL DISTRICT REGARDING
DELEGATION OF AUTHORITY DURING THE COVID-19 EMERGENCY**

WHEREAS, the Northwest Independent School District Board of Trustees (Board) recognizes that officials in Tarrant County and Denton County have declared an emergency regarding the potential spread of coronavirus/COVID-19 (hereafter “COVID-19”), and the territory included in Northwest Independent School District is within the areas where an emergency has been declared;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so; and

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

IT IS THEREFORE RESOLVED THAT the Board of Trustees of the Northwest Independent School District finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

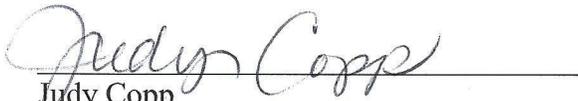
IT IS FURTHER RESOLVED THAT, in furtherance of the public purposes so stated in this Resolution, the Board of Trustees of the Northwest Independent School District makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by Tarrant

County, Wise County, and the State of Texas, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

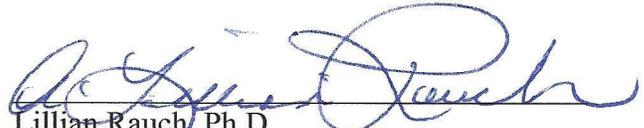
1. The authority to act in the place of the Board under Board Policy DEA (LOCAL) and thus make all decisions regarding payment of employees during an emergency closure, to implement the provisions of Board Policy DEA (LOCAL), and to make determinations regarding the purpose and parameters of any such payments;
2. The authority to make decisions regarding the compensation of exempt and non-exempt employees during an emergency closure and to implement those decisions;
3. The authority to alter the Northwest ISD 2019-2020 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure or related concerns;
4. The authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined as a result of COVID-19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in the sole discretion of the Superintendent or designee(s), in compliance with Texas and federal law;
5. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closures as part of this Resolution;
6. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code Section 552.233 regarding temporary suspension of the Texas Public Information Act;
7. The authority to procure, negotiate, and execute contracts for goods and services that are necessary to mitigate, prevent, restore, and repair damage caused to Northwest ISD equipment, personal property, and facilities or to protect the safety of Northwest Independent School District students and staff, given that the emergency of COVID-19 and its potential spread constitutes an unforeseen emergency/matter of urgent public necessity, and the delays posed by competitive procurement of contracts necessary to restore, replace, and/or repair equipment, personal property, and/or school facilities will prevent or substantially impair the conduct of classes or other essential school activities;
8. The authority to negotiate and execute interlocal agreements that are reasonable and necessary to achieve a public purpose of the Northwest ISD as described in this Resolution, in connection with the COVID-19 emergency, subject to ratification by the Board;
9. The final authority to hire contractual personnel;
10. The authority to receive bequests and donations to the District on behalf of the Board; and

11. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

Adopted on this the 17th day of March 2020, by the Northwest ISD Board of Trustees.



Judy Copp
President, Board of Trustees



Lillian Rauch, Ph.D.
Secretary, Board of Trustees



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: 2019-2020 School Health Advisory Council Annual Report
Date: August 10, 2020

Background Information and Rationale: The Health, Physical Education, and Athletic Department will present its annual School Health Advisory report. SB 283 states that the School Health Advisory Council (SHAC) must report directly to the school board at least once annually with detailed account of activities and recommendations.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: None.

Recommendation: This item is a report only.

Respectfully submitted,

Ryder Warren, Ed.D.
Superintendent

Joel Johnson
Executive Director of
Health, PE & Athletics



To: Board of Trustees
From: Ryder Warren, Ed.D., Superintendent of Schools
Subject: June Financial Report
Date: August 10, 2020

Background Information and Rationale: This is a report that recaps the financial challenges associated with the 2019-2020 school year.

Support of Strategic Goals:

- Students will achieve success through meaningful learning experiences, innovative pathways, and personalized opportunities.
- Northwest ISD will recruit, value, and retain exceptional staff to create a rewarding learning environment.
- Northwest ISD will create and foster an environment where all stakeholders are engaged in the transformational work of the NISD family.

Budget and/or Fund Impact: None

Recommendation: Review the enclosed Financial Report.

Respectfully submitted,

Ryder Warren, Ed.D., Superintendent

Brian Carter, Chief Financial Officer