

Agenda of Regular Board Meeting

The Board of Trustees Judson ISD

A Regular Board Meeting of the Board of Trustees of Judson ISD will be held May 14, 2020, beginning at 6:00 PM in the ERC Board Room, 8205 Palisades Dr, Live Oak, Texas 78233.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating in person, by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Members of the public may view this meeting by accessing the meeting through the following web address:

An electronic copy of the agenda packet may be viewed at the following link: <https://v3.boardbook.org/Public/PublicHome.aspx?ak=15916>. A recording of the meeting will be available for review on the District's website following the conclusion of the meeting.

Public comments related to this meeting will be handled as follows: You may email your comment to SchoolBoardContact@JudsonISD.org or you may call in your comment to 210-945-5404 no later than four (4) hours prior to the meeting start and your comment will be read at the meeting.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. MEETING CALLED TO ORDER
 - A. Roll Call, Establishment of Quorum, Invocation, Pledge of Allegiance
2. RECOGNITIONS
3. ACKNOWLEDGEMENT OF VISITORS/CITIZENS TO BE HEARD
 - A. Public Address
 - B. Public Comment
4. CONSIDERATION OF CONSENT ITEMS
 - A. Consider and take action regarding approving Board Minutes from the Regular Meeting held on March 20, 2020
 - B. Consider and take action regarding approving Monthly Financial Information as of February 29, 2020 and March 31, 2020

- C. Consider and take action regarding approving Cash Investment Report for all Funds as of March 31, 2020
 - D. Consider and take action regarding approving Summer Work Hours for 2020
 - E. Consider and take action regarding approving Service Delivery Agreement (SDA) between Communities in School and Judson ISD
 - F. Consider and take action regarding approving a Proclamation to Declare May 1, 2020 as School Lunch Hero Day
 - G. Consider and take action regarding approving an Interlocal Agreement between the City of San Antonio and Twelve Public Education Districts within Its boundaries
 - H. Consider and take action regarding approving the ranking of the submittals for Request for Competitive Sealed Proposal 20-19 Elolf ES Modernizations & Improvements
 - I. Consider and take action regarding approving the ranking of the engineering firms for services related to the material testing phase of the construction at Elolf ES
 - J. Consider and take action regarding approving the new staffing request for the Director of Instructional Technology
 - K. Consider and take action regarding approving a Resolution regarding District Operations during the COVID-19 event
 - L. Consider and take action regarding approving update to FMH(LOCAL) STUDENT ACTIVITIES COMMENCEMENT
 - M. Consider and take action regarding approving the transfer of certain bond proceeds from Proposition 2 to Proposition 1 of the Districts 2016 Bond Election in order to complete various items with the Olympia Elementary Upgrade and Elolf Elementary Upgrade
 - N. Consider and take action regarding approving the resolution approving the Real Estate Sales Contract and the purchase of a 6 acre tract of real property, more or less, out of that 32.599 acre tract described in deed to Pamela Sue Swain Webb, et al, recorded in Volume 12685, Page 430 of the Official Public Records of Bexar County, Texas and situated in the Vincente Micheli Survey No. 114, Abstract 462, County Block 5019, Bexar County Texas, and authorizing a signatory for the transaction
 - O. Consideration and possible action regarding approving the Resolution approving the sale of the real property described as a 0.402 of one acre parcel of land out of the Antonio Amador Survey, Abstract Number 1177, Bexar County, Texas, and being a portion of Lot 1, Block 1, Judson Independent School District New Converse Elementary School, a subdivision of record in volume 9577, page 98, Plat Records of Bexar County, to the State of Texas, acting by and through the Texas Transportation Commission, for \$49,306.80 plus costs of the conveyance, delegating authority to the Superintendent to execute the necessary Contract and granting signatory authority for closing documents to the Board President
 - P. Consider and take action regarding approving a Resolution for African American Studies in Judson ISD
5. DISCUSSION/CONSIDERATION OF ACTION ITEMS
- A. Consider and take possible action(s) regarding approval of the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments
6. DISCUSSION ITEMS/REPORTS
- A. Superintendent Report
 - 1. Construction Update

- B. Local District Update, first reading of DEA(LOCAL): COMPENSATION AND BENEFITS: COMPENSATION PLAN
 - C. Fiscal Year 2021 Budget Preparation Discussion
 - D. Update on Board Advisory Committees
 - E. Update on Board Training, Conferences, Events and Consider Future Agenda Item Requests by Board Members
7. CLOSED SESSION
- A. Pursuant to Texas Government Code Section 551.074, Discussing Personnel, the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments
 - B. Pursuant to Texas Government Code Section 551.071, the Board will consult with its legal counsel regarding pending litigation and possible settlement offer in the matter styled: Mercedes Fuller v. Judson ISD, Cause Number 2018CI185075 in the District Court, 285th Judicial District, Bexar County, Texas
 - C. Pursuant to Section 551.071 of the Texas Govt. Code, consultation with the District's attorney regarding Cause No. 5:18-CV-00269-HJB; Caroline Ross vs. Judson Independent School District, In the United States District Court for the Western District of Texas, San Antonio Division
 - D. Pursuant to Section 551.074 of the Texas Govt. Code, deliberation regarding lawsuit of former employee regarding Cause No. 5:18-CV-00269-HJB; Caroline Ross vs. Judson Independent School District, In the United States District Court for the Western District of Texas, San Antonio Division
 - E. Pursuant to Section 551.071 of the Texas Government Code, consultation with the District's attorney regarding legal issues related to implementation of Families First Coronavirus Response Act
 - F. Pursuant to Texas Government Code Section 551.071, attorney consultation regarding legal issues related to potential, anticipated or pending construction litigation and construction issues
8. CONSIDER AND TAKE POSSIBLE ACTION(S) REGARDING ITEMS DISCUSSED IN CLOSED SESSION
- A. Consider and take possible action(s) regarding Personnel, the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments
 - B. Consider and take possible action regarding pending litigation and possible settlement offer in the matter styled: Mercedes Fuller v. Judson ISD, Cause Number 2018CI185075 in the District Court, 285th Judicial District, Bexar County, Texas
 - C. Consider and take possible action regarding Cause No. No. 5:18-CV-00269-HJB; Caroline Ross vs. Judson Independent School District, In the United States District Court for the Western District of Texas, San Antonio Division
 - D. Consider and take possible action related to implementation of Families First Coronavirus Response Act
 - E. Consider and take possible action regarding legal issues related to potential, anticipated or pending construction litigation and construction issues
9. ADJOURNMENT



Meeting Date: May 14, 2020

Submitted By: Dr. Jeanette Ball
Title: Superintendent

Agenda Item: Consider and take action regarding approving Board Minutes from the Regular Meeting held on March 19, 2020

CONSENT ITEM

RECOMMENDATION:

The Board approve the Minutes from the Regular Board Meeting held on March 19, 2020.

IMPACT/RATIONALE:

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BOARD ACTION REQUESTED:

Approval/Disapproval

**Unofficial and Unapproved
Minutes of Regular Board Meeting
March 19, 2020
The Board of Trustees
Judson ISD**

A Regular Board Meeting of the Board of Trustees of Judson ISD was held Thursday, March 19, 2020, beginning at 6:00 PM in the ERC Board Room, 8205 Palisades Dr., Live Oak, Texas. Notice of this meeting was posted in accordance with the Texas Open Meeting Act, Texas Government Code Chapter 551. The meeting was audio and video tape recorded.

Present: Renée Paschall, Suzanne Kenoyer, Lynette Perez, Shatonya King, Debra Eaton, Rafael Diaz, Jennifer Rodriguez and Superintendent Dr. Jeanette Ball

Absent: None

1. MEETING CALLED TO ORDER

- A. Roll Call, Establishment of Quorum, Invocation, Pledge of Allegiance
President Renée Paschall called the meeting to order at 6:00pm. Roll call was conducted and a quorum was established.

2. RECOGNITIONS

There were no recognitions

3. ACKNOWLEDGEMENT OF VISITORS/CITIZENS TO BE HEARD

A. Public Address

Yvonne Gaines addressed the Board. Kim Lawson and Sharon Roberts comments were read in open session by Ms. Eaton.

B. Public Comment

Renée Cabrera addressed the Board. Derick Landry's comment was read in open session by Ms. Kenoyer.

The Board adjourned into Closed Session at 6:19pm.

The Board reconvened in Open Session at 7:31pm. No final action, decision or vote was taken while in Closed Session.

4. CONSIDERATION OF CONSENT ITEMS

Consent Items A – D, F – J and L – O were unanimously approved.

Motion made by Ms. Perez, seconded by Ms. Kenoyer

For: 7

Against: 0

Abstained: 0

Motion passes.

- A. Consider and take action regarding approving Minutes from the Regular Board Meeting held on February 20, 2020
Consent item passed unanimously.
- B. Consider and take action regarding approving Monthly Financial Information as of January 31, 2020
Consent item passed unanimously.
- C. Consider and take action regarding approving Expenditures Equal to or Greater than \$50,000
Consent item passed unanimously.
- D. Consider and take action regarding approving Budget Transfers across expenditure function categories
Consent item passed unanimously.
- E. Consider and take action regarding approving an amendment to the budget for the 2020 fiscal year
Motion made by Ms. Perez, seconded by Ms. Paschall
For: 7 Against: 0 Abstained: 0
Motion passed.
- F. Consider and take action regarding approving the ranking of the engineering firms for services related to the Material Testing Phase of the construction at Olympia ES
Consent item passed unanimously.
- G. Consider and take action regarding approving Request for Qualifications 20-15 Property Insurance Consultant
Consent item passed unanimously.
- H. Consider and take action regarding approving the ranking of the submittals for the Request for Competitive Sealed Proposal 20-16 Olympia ES Modernizations & Improvements
Consent item passed unanimously.
- I. Consider and take action regarding approving new Innovative Courses for the 2020-2021 school year
Consent item passed unanimously.
- J. Consider and take action regarding approving the reclassification of the Coordinator of Federal Programs to Director of Federal Programs and Grants
Consent item passed unanimously.
- K. Consider and take action regarding approving a Memorandum of Understanding for the 2020-2021 school year with Parent/Child Incorporated (PCI) of San Antonio & Bexar County and the Judson Independent School District
Motion made by Ms. Perez, seconded by Ms. Eaton
For: 7 Against: 0 Abstained: 0
Motion passes.
- L. Consider and take action regarding approving a Proclamation declaring April 6 - 10, 2020 as JISD Assistant Principals Week
Consent item passed unanimously.

- M. Consider and take action regarding approving a proclamation to declare April 19-25, 2020 as National Library Week
Consent item passed unanimously.
- N. Consider and take action regarding approving a Proclamation declaring April 2020 as JISD Month of the Military Child
Consent item passed unanimously.
- O. Consider and take action regarding approving the second reading of Policy Update 114 affecting local policies
Consent item passed unanimously.
- P. Consider and take action regarding approving the resolution approving the purchase of the Real Property located at 7980, 7982, 7984, 7986, 7988, and 7990 Pat Booker Road, Live Oak, Texas from the Alamo Community College District for a purchase price of \$1,900,000, and authorizing the Superintendent to tender the purchase price and close the purchase on behalf of the Board
Motion made by Ms. Perez, seconded by Ms. Eaton
For: 7 Against: 0 Abstained: 0
Motion passes.
- Q. Consider and take action regarding approving a resolution dealing with wage issues involving the COVID-19 virus closing starting March 16, 2020 and extending a maximum of one month
Motion made by Ms. Kenoyer to approve the resolution as presented in Closed Session and direct the Superintendent to have it posted on our website, seconded by Ms. Paschall

For: Against: Abstained: 0

Motion

5. DISCUSSION/CONSIDERATION OF ACTION ITEMS

- A. Consider and take possible action regarding approving naming the Kitty Hawk Middle School Gymnasium in honor of Coach Walker (Kenoyer)
Motion made by Ms. Kenoyer, seconded by Ms. Paschall
For: 7 Against: 0 Abstained: 0
Motion passes.
- B. Consider and take possible action regarding approval of the Contract Renewal Lists for Campus and District Office Administrators for the 2020-2021 School Year
See item 8A.
- C. Consider and take possible action(s) regarding approval of the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments
 - 1. Director of Early Literacy
See item 8B.

6. DISCUSSION ITEMS/REPORTS

- A. Superintendent Report

B. Consider and take possible action(s) regarding the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments

1. Director of Early Literacy

Motion made by Ms. Kenoyer, seconded by Ms. Perez

For: 7 Against: 0 Abstained: 0

Motion passes.

C. Consider and take possible action regarding proposed non-renewal of a term contract employee

Motion made by Ms. Perez to accept the Superintendent's recommendation to propose the non-renewal of the term contract of Alton Crain and further move that the Board direct the Superintendent to give written notice to Alton Crain that the Board proposes not to renew his term contract for next school year as required by law. She further moved that in the event of a non-renewal hearing the hearing will be conducted by the Judson ISD School Board, seconded by Ms. Eaton

For: 7 Against: 0 Abstained: 0

Motion passes.

D. Consider and take possible action to adopt Board Operating Procedures

No action taken

E. Consider and take possible action regarding legal issues related to potential, anticipated or pending construction litigation and construction issues

Motion made by Ms. Kenoyer to proceed as discussed in Closed Session and delegate the authority to the Board President to sign the agreement presented , seconded by Ms. Perez

For: 7 Against: 0 Abstained: 0

Motion passes.

9. ADJOURNMENT

There being no further business, the meeting was adjourned at 8:02pm.



Meeting Date: May 14, 2020

Submitted By: William E. Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving the Monthly Financial Information as of February 29, 2020 and March 31, 2020

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees approve the financial statements as of February 29, 2020 and March 31, 2020.

IMPACT/RATIONALE:

The accounting department compiles various financial reports each month to inform the Board of Trustees on the financial position of the District.

The following reports are included for this purpose:

Revenue and Expenditure (Budget vs. Actual) for the General Operating, Child Nutrition, and Interest & Sinking;

Tax Collections status report;

Bond Constructions reports

BOARD ACTION REQUESTED:

Approval/Disapproval

**Judson Independent School District
Monthly Financial Report**

General Fund

**Year To Date
Revenues and Expenditures
(Budget Vs Actual)**

Cash Basis

Cumulative as of February 29, 2020

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 104,582,933	\$ 99,278,607	\$ 5,304,326	95%
58XX	State Revenues	99,681,000	46,413,545	53,267,455	47%
59XX	Federal Revenues	4,000,000	3,623,151	376,849	91%
7XXX	Other Resources	<u>3,000,000</u>	<u>3,027,291</u>	<u>(27,291)</u>	101%
	Total Revenues	<u>\$ 211,263,933</u>	<u>\$ 152,342,594</u>	<u>\$ 58,921,339</u>	72%
	<u>Expenditures</u>				
61XX	Employee Salaries/Benefits	\$ 174,289,348	\$ 86,421,298	\$ 87,868,050	50%
62XX	Professional Services	18,156,277	10,021,896	8,134,381	55%
63XX	Supplies and Materials	10,972,244	4,950,948	6,021,296	45%
64XX	Other Operating	3,710,693	2,366,776	1,343,918	64%
65XX	Debt Service	387,720	389,182	(1,462)	100%
66XX	Capital Outlay	<u>2,778,155</u>	<u>6,397,770</u>	<u>(3,619,615)</u>	230%
	Total Expenditures	<u>\$ 210,294,437</u>	<u>\$ 110,547,870</u>	<u>\$ 99,746,567</u>	53%

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**Judson Independent School District
Monthly Financial Report**

Child Nutrition

**Year To Date
Revenues and Expenditures
(Budget Vs Actual)
Cash Basis
Cumulative as of February 29, 2020**

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 1,929,800	\$ 1,301,018	\$ 628,783	67%
58XX	State Revenues	70,000	-	70,000	0%
59XX	Federal Revenues	11,500,000	8,032,103	3,467,897	70%
7XXX	Other Resources	<u>1,000</u>	<u>-</u>	<u>1,000</u>	0%
	Total Revenues	<u>\$ 13,500,800</u>	<u>\$ 9,333,121</u>	<u>\$ 4,167,679</u>	69%
	<u>Expenditures</u>				
61XX	Employee Salaries/Benefits	\$ 6,330,000	\$ 3,884,584	\$ 2,445,416	61%
62XX	Professional Services	331,300	219,139	112,161	66%
63XX	Supplies and Materials	9,577,300	5,595,900	3,981,400	58%
64XX	Other Operating	33,000	25,140	7,860	76%
66XX	Capital Outlay	<u>40,000</u>	<u>6,137</u>	<u>33,863</u>	15%
	Total Expenditures	<u>\$ 16,311,600</u>	<u>\$ 9,730,900</u>	<u>\$ 6,580,700</u>	60%

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**Judson Independent School District
Monthly Financial Report**

General Fund

**Year To Date
Revenues and Expenditures
(Budget Vs Actual)
Cash Basis
Cumulative as of March 31, 2020**

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 104,587,094	\$ 100,102,565	\$ 4,484,529	96%
58XX	State Revenues	99,681,000	46,749,674	52,931,326	47%
59XX	Federal Revenues	4,000,000	3,703,153	296,847	93%
7XXX	Other Resources	<u>3,000,000</u>	<u>3,027,291</u>	<u>(27,291)</u>	101%
	Total Revenues	<u>\$ 211,268,094</u>	<u>\$ 153,582,682</u>	<u>\$ 57,685,412</u>	73%
	<u>Expenditures</u>				
61XX	Employee Salaries/Benefits	\$ 173,260,001	\$ 99,857,865	\$ 73,402,136	58%
62XX	Professional Services	18,193,101	11,116,830	7,076,271	61%
63XX	Supplies and Materials	12,017,324	5,252,673	6,764,651	44%
64XX	Other Operating	3,712,297	2,408,424	1,303,873	65%
65XX	Debt Service	387,720	389,182	(1,462)	100%
66XX	Capital Outlay	<u>2,728,155</u>	<u>6,401,937</u>	<u>(3,673,782)</u>	235%
	Total Expenditures	<u>\$ 210,298,598</u>	<u>\$ 125,426,912</u>	<u>\$ 84,871,686</u>	60%

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**Judson Independent School District
Monthly Financial Report**

Child Nutrition

**Year To Date
Revenues and Expenditures
(Budget Vs Actual)
Cash Basis
Cumulative as of March 31, 2020**

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 1,929,800	\$ 1,629,441	\$ 300,359	84%
58XX	State Revenues	70,000	-	70,000	0%
59XX	Federal Revenues	13,920,000	9,528,319	4,391,681	68%
7XXX	Other Resources	1,000	-	1,000	0%
	Total Revenues	<u>\$ 15,920,800</u>	<u>\$ 11,157,759</u>	<u>\$ 4,763,041</u>	70%
	<u>Expenditures</u>				
61XX	Employee Salaries/Benefits	\$ 6,330,000	\$ 4,518,355	\$ 1,811,645	71%
62XX	Professional Services	331,300	237,011	94,289	72%
63XX	Supplies and Materials	9,577,300	6,376,207	3,201,093	67%
64XX	Other Operating	33,000	25,320	7,680	77%
66XX	Capital Outlay	40,000	6,137	33,863	15%
	Total Expenditures	<u>\$ 16,311,600</u>	<u>\$ 11,163,030</u>	<u>\$ 5,148,570</u>	68%

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**Judson Independent School District
Financial Report**

Debt Service Fund

**Year To Date
Revenues and Expenditures
(Budget Vs Actual)
Cash Basis
Cumulative as of March 31, 2020**

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 38,712,700	\$ 38,778,282	\$ (65,582)	100%
58XX	State Revenues	-	758,545	(758,545)	0%
7XXX	Other Resources	-	12,923,083	(12,923,083)	0%
	Total Revenues	<u>\$ 38,712,700</u>	<u>\$ 52,459,911</u>	<u>\$ (13,747,211)</u>	136%
	<u>Expenditures</u>				
65XX	Debt Service	\$ 38,478,513	\$ 38,250,755	\$ 227,758	99%
8XXX	Other Uses	-	14,310,425	\$ (14,310,425)	0%
	Total Expenditures	<u>\$ 38,478,513</u>	<u>\$ 52,561,180</u>	<u>\$ (14,082,667)</u>	137%

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".
If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**TAX COLLECTION REPORT
TAXES COLLECTED 2019**

TAXABLE VALUATION	\$10,872,367,934
ADJUSTED TAXABLE VALUATION	\$10,803,840,038
TAX RATE	\$1.3584

JULY 1, 2019 TO FEBRUARY 29, 2020

THE MONTH OF FEBRUARY, 2020

CURRENT TAX ROLL	\$143,285,460.79	
ADJUSTMENTS TO ROLL	(\$955,135.63)	
TOTAL	<u>\$142,330,325.16</u>	
CURRENT TAXES COLLECTED		
TOTAL	<u>\$133,679,571.49</u>	<u>\$10,645,303.60</u>
DELINQUENT TAX ROLL	\$4,703,625.48	
ADJUSTMENTS TO ROLL	(\$1,568,703.71)	
TOTAL	<u>\$3,134,921.77</u>	
DELINQUENT TAXES COLLECTED	\$1,115,807.72	(\$154,099.84)
PENALTIES & INTEREST	\$314,656.04	\$81,059.66
RENDITION PENALTY COMMISSION	<u>(\$2,671.25)</u>	<u>(\$828.77)</u>
TOTAL	<u>\$1,427,792.51</u>	<u>(\$73,868.95)</u>
TOTAL COLLECTIONS	<u><u>\$135,107,364.00</u></u>	<u><u>\$10,571,434.65</u></u>

	2/29/2020	02/29/2019
RATIO OF COLLECTIONS TO CURRENT TAXES	93.92%	94.15%
RATIO OF COLLECTIONS TO DELINQUENT TAXES	35.59%	43.67%
RATIO OF TOTAL COLLECTIONS	94.93%	95.45%

I CERTIFY THAT THIS IS A TRUE AND CORRECT REPORT OF THE COLLECTION OF TAXES FOR JUDSON INDEPENDENT SCHOOL DISTRICT.



DIRECTOR OF ACCOUNTING

**TAX COLLECTION REPORT
TAXES COLLECTED 2019**

TAXABLE VALUATION	\$10,872,367,934
ADJUSTED TAXABLE VALUATION	\$10,790,397,647
TAX RATE	\$1.3584

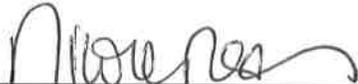
JULY 1, 2019 TO MARCH 31, 2020

THE MONTH OF MARCH, 2020

CURRENT TAX ROLL	\$143,285,460.79		
ADJUSTMENTS TO ROLL	(\$1,133,963.98)		
TOTAL	<u>\$142,151,496.81</u>		
 CURRENT TAXES COLLECTED			
TOTAL		<u>\$134,465,941.52</u>	<u>\$786,370.03</u>
 DELINQUENT TAX ROLL	 \$4,703,625.48		
ADJUSTMENTS TO ROLL	(\$1,631,715.84)		
TOTAL	<u>\$3,071,909.64</u>		
 DELINQUENT TAXES COLLECTED	 \$1,112,076.07	(\$3,731.65)	
PENALTIES & INTEREST	\$398,514.00	\$83,857.96	
RENDITION PENALTY COMMISSION	(\$2,757.36)	(\$86.11)	
TOTAL		<u>\$1,507,832.71</u>	<u>\$80,040.20</u>
 TOTAL COLLECTIONS		 <u><u>\$135,973,774.23</u></u>	 <u><u>\$866,410.23</u></u>

	3/31/2020	3/31/2019
RATIO OF COLLECTIONS TO CURRENT TAXES	94.59%	94.87%
RATIO OF COLLECTIONS TO DELINQUENT TAXES	36.20%	44.64%
RATIO OF TOTAL COLLECTIONS	95.65%	96.26%

I CERTIFY THAT THIS IS A TRUE AND CORRECT REPORT OF THE COLLECTION OF TAXES FOR JUDSON INDEPENDENT SCHOOL DISTRICT.



DIRECTOR OF ACCOUNTING

Project Description	Budget	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Veterans Memorial High School*	\$ 60,022,200.00	\$ 65,022,700.43	\$ 64,604,802.41	\$ 41,628.30	175,641.72
Copperfield Elementary	\$ 22,977,800.00	\$ 22,377,800.00	\$ 22,274,580.98	\$ 2,374.46	100,844.56
Candlewood Elementary: Chiller Compressor	\$ -	\$ 34,582.00	\$ 34,582.00	\$ -	-
Coronado Village Elementary Switch Gear	\$ -	\$ 13,044.00	\$ 13,044.00	\$ -	-
Crestview Elementary: Chiller Replacement	\$ -	\$ 48,690.00	\$ 48,690.00	\$ -	-
Metzer Middle Compressor Replacement	\$ -	\$ 34,216.00	\$ 34,216.00	\$ -	-
Olympia Elementary RTU Replacement	\$ -	\$ 33,552.00	\$ 33,552.00	\$ -	-
Spring Meadows Elementary: Temporary Chiller Rental	\$ -	\$ 36,544.00	\$ 36,544.00	\$ -	-
Unallocated	\$ -	\$ -	\$ -	\$ -	-
	\$ 83,000,000.00	\$ 87,601,128.43	\$ 87,080,011.39	\$ 44,002.76	276,486.28

	Interest Earned to Date	Allocated Interest	Unallocated Interest
Interest Earned to Date	\$ 113,247.28	\$ -	\$ 113,247.28

Transfer from General Fund \$3,100,000*
 Transfer from General Fund \$1,300,000*
 Transfer from Copperfield \$600,000*

Proposition 1

Project Description	Bond Amount	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Candlewood Elementary Renovations	\$ 3,084,930.00	\$ 3,084,930.00	\$ 284,597.33	\$ 22,039.12	\$ 2,778,293.55
Converse Elementary Upgrades	\$ 597,000.00	\$ 597,000.00	\$ 7,313.60	\$ -	\$ 589,686.40
Coronado Village Elementary Renovations	\$ 2,218,420.00	\$ 2,218,420.00	\$ 60,666.35	\$ -	\$ 2,157,753.65
Crestview Elementary Upgrades	\$ 5,737,020.00	\$ 5,737,020.00	\$ 46,238.00	\$ 28,686.37	\$ 5,662,095.63
Elof Elementary Upgrades* [■]	\$ 6,163,705.00	\$ 5,780,705.00	\$ 1,717,547.34	\$ 279,958.91	\$ 3,783,198.75
Franz Elementary Renovations	\$ 1,732,485.00	\$ 1,732,485.00	\$ 250,325.99	\$ 2,200.00	\$ 1,479,959.01
Hartman Elementary Upgrades	\$ 286,750.00	\$ 286,750.00	\$ 120,927.79	\$ 63,458.77	\$ 102,363.44
Hopkins Elementary Upgrades*	\$ 685,150.00	\$ 685,150.00	\$ 420,732.66	\$ 2,033.30	\$ 262,384.04
Masters Elementary Upgrades* [■]	\$ 17,450.00	\$ 125,450.00	\$ 117,115.52	\$ -	\$ 8,334.48
Miller's Point Elementary Upgrades	\$ 4,664,800.00	\$ 5,264,800.00	\$ 351,249.51	\$ 191,821.43	\$ 4,721,729.06
Olympia Elementary Upgrades	\$ 3,852,220.00	\$ 3,852,220.00	\$ 256,174.53	\$ 144,544.85	\$ 3,451,500.62
Park Village Elementary Upgrades*	\$ 10,856,475.00	\$ 10,856,475.00	\$ 1,338,881.78	\$ 172,278.22	\$ 9,345,315.00
Paschall Elementary Upgrades*	\$ 5,082,500.00	\$ 5,082,500.00	\$ 401,052.35	\$ 311,667.65	\$ 4,369,780.00
Rolling Meadows Elementary Upgrades	\$ 185,000.00	\$ 185,000.00	\$ -	\$ -	\$ 185,000.00
Salinas Elementary Upgrades	\$ 74,500.00	\$ 74,500.00	\$ 48,871.76	\$ -	\$ 25,628.24
Spring Meadows Elementary Renovations	\$ 2,256,910.00	\$ 2,256,910.00	\$ 330,088.88	\$ 160,744.72	\$ 1,766,076.40
Woodlake Elementary Upgrades	\$ 7,040,220.00	\$ 7,640,220.00	\$ 965,756.81	\$ 170,165.18	\$ 6,504,298.01
Judson Middle School Upgrades	\$ 2,566,411.00	\$ 2,566,411.00	\$ 368,375.23	\$ -	\$ 2,198,035.77
Kirby Middle School Renovations	\$ 26,685,372.00	\$ 26,685,372.00	\$ 21,391,801.85	\$ 4,356,617.47	\$ 936,952.68
Kitty Hawk Middle School Renovations	\$ 26,146,753.00	\$ 26,146,753.00	\$ 20,787,925.40	\$ 4,570,846.22	\$ 787,981.38
Metzger Middle School Upgrades	\$ 346,020.00	\$ 346,020.00	\$ 179,933.76	\$ -	\$ 166,086.24
Woodlake Hills Middle School Upgrades*	\$ 7,122,118.00	\$ 7,122,118.00	\$ 5,435,187.81	\$ 16,840.12	\$ 1,670,090.07
Secondary Alternative School Upgrades	\$ 676,880.00	\$ 676,880.00	\$ 423,497.75	\$ 18,539.93	\$ 234,842.32
Performing Arts Center Upgrades	\$ 2,254,828.00	\$ 2,254,828.00	\$ 1,342,791.00	\$ 384,258.00	\$ 527,779.00
Judson High School Upgrades	\$ 825,000.00	\$ 825,000.00	\$ 181,481.82	\$ -	\$ 643,518.18
Wagner High School Upgrades* [■]	\$ 1,265,090.00	\$ 1,540,090.00	\$ 733,906.38	\$ 55,496.00	\$ 750,687.62
Police Department Upgrades	\$ 67,960.00	\$ 67,960.00	\$ 49,712.08	\$ -	\$ 18,247.92
Transportation Upgrades	\$ 183,500.00	\$ 183,500.00	\$ -	\$ -	\$ 183,500.00
Administrative Costs	\$ 1,359,000.00	\$ 1,359,000.00	\$ 259,995.49	\$ 124,530.63	\$ 974,473.88
Technology Upgrades-Network Services	\$ 6,300,000.00	\$ 6,300,000.00	\$ 2,221,276.22	\$ 275,980.06	\$ 3,802,743.72
Technology Upgrades-Desktop Services	\$ 5,700,000.00	\$ 5,700,000.00	\$ 4,107,089.99	\$ 103,481.05	\$ 1,489,428.96
Stadium Upgrades	\$ 1,432,460.00	\$ 1,514,137.32	\$ 1,511,302.32	\$ 2,835.00	\$ -
Contingency	\$ 433,073.00	\$ 351,395.68	\$ -	\$ -	\$ 351,395.68
	\$ 137,900,000.00	\$ 139,100,000.00	\$ 65,711,817.30	\$ 11,459,023.00	\$ 61,929,159.70

*Hail Damage - Owner Betterment

■Transferred Budget

	<u>Interest Earned to Date</u>	<u>Allocated Interest</u>	<u>Unallocated Interest</u>
Interest Earned to Date	\$ 5,844,982.26	\$ -	\$ 5,844,982.26

Proposition 2

Project Description	Bond Amount	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Administrative Costs	\$ 730,800.00	\$ 730,800.00	\$ 448,006.67	\$ -	\$ 282,793.33
Escondido Elementary*	\$ 32,974,600.00	\$ 32,974,600.00	\$ 28,356,279.32	\$ 202,061.31	\$ 4,416,259.37
Wortham Oaks Elementary	\$ 36,174,600.00	\$ 36,174,600.00	\$ 28,205,351.52	\$ 483,500.25	\$ 7,485,748.23
	\$ 69,880,000.00	\$ 69,880,000.00	\$ 57,009,637.51	\$ 685,561.56	\$ 12,184,800.93

	Interest Earned to Date	Allocated Interest	Unallocated Interest
Total Interest Earned	\$ 1,848,808.49	\$ -	\$ 1,848,808.49

Veterans Memorial High School Phase II	Bond Amount	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Athletic Fields	\$ 6,400,000.00	\$ 6,500,000.00	\$ 6,332,457.08	\$ 165,652.28	\$ 1,890.64
New Academic Wing, Performing Arts Auditorium, Junior ROTC Area, Additional Parking					
Construction Costs	\$ 37,550,000.00	\$ 37,550,000.00	\$ 20,224,821.66	\$ 9,647,586.51	\$ 7,677,591.83
Design related fees, includes architect, engineers, consultants, testing, feasibility studies, printing	\$ 3,828,000.00	\$ 3,828,000.00	\$ 2,355,053.76	\$ 1,384,446.58	\$ 88,499.66
Site development, includes land purchase cost, impact fees, water, sewer, electrical hookup	\$ 200,000.00	\$ 200,000.00	\$ 16,794.93	\$ 4,900.00	\$ 178,305.07
FF&E (furniture, fixtures and equipment)	\$ 1,500,000.00	\$ 1,500,000.00	\$ 41,786.49	\$ 404,627.66	\$ 1,053,585.85
Technology	\$ 625,000.00	\$ 625,000.00	\$ 556,399.79	\$ 47,048.63	\$ 21,551.58
Subtotal	\$ 50,103,000.00	\$ 50,203,000.00	\$ 29,527,313.71	\$ 11,654,261.66	\$ 9,021,424.63
Contingency*	\$ 9,897,000.00	\$ 5,397,000.00	\$ -	\$ -	\$ 5,397,000.00
TOTAL	\$ 60,000,000.00	\$ 55,600,000.00	\$ 29,527,313.71	\$ 11,654,261.66	\$ 14,418,424.63

*Transfer to General Fund reimbursement for athletic fields \$4,400,000

	Interest Earned to Date	Allocated Interest	Unallocated Interest
Interest Earned to Date	\$ 2,072,853.55	\$ -	\$ 2,072,853.55

Project Description	Budget	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Veterans Memorial High School*	\$ 60,022,200.00	\$ 65,022,700.43	\$ 64,604,802.41	\$ 41,628.30	175,641.72
Copperfield Elementary	\$ 22,977,800.00	\$ 22,377,800.00	\$ 22,274,580.98	\$ 2,374.46	100,844.56
Candlewood Elementary: Chiller Compressor	\$ -	\$ 34,582.00	\$ 34,582.00	\$ -	-
Coronado Village Elementary Switch Gear	\$ -	\$ 13,044.00	\$ 13,044.00	\$ -	-
Crestview Elementary: Chiller Replacement	\$ -	\$ 48,690.00	\$ 48,690.00	\$ -	-
Metzer Middle Compressor Replacement	\$ -	\$ 34,216.00	\$ 34,216.00	\$ -	-
Olympia Elementary RTU Replacement	\$ -	\$ 33,552.00	\$ 33,552.00	\$ -	-
Spring Meadows Elementary: Temporary Chiller Rental	\$ -	\$ 36,544.00	\$ 36,544.00	\$ -	-
Unallocated	\$ -	\$ -	\$ -	\$ -	-
	\$ 83,000,000.00	\$ 87,601,128.43	\$ 87,080,011.39	\$ 44,002.76	276,486.28

	<u>Interest Earned to Date</u>	<u>Allocated Interest</u>	<u>Unallocated Interest</u>
Interest Earned to Date	\$ 113,616.47	\$ -	\$ 113,616.47

Transfer from General Fund \$3,100,000*
 Transfer from General Fund \$1,300,000*
 Transfer from Copperfield \$600,000*

Proposition 1

Project Description	Bond Amount	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Candlewood Elementary Renovations	\$ 3,084,930.00	\$ 3,084,930.00	\$ 284,597.33	\$ 22,039.12	\$ 2,778,293.55
Converse Elementary Upgrades	\$ 597,000.00	\$ 597,000.00	\$ 7,313.60	\$ -	\$ 589,686.40
Coronado Village Elementary Renovations	\$ 2,218,420.00	\$ 2,218,420.00	\$ 60,666.35	\$ -	\$ 2,157,753.65
Crestview Elementary Upgrades	\$ 5,737,020.00	\$ 5,737,020.00	\$ 46,238.00	\$ 28,686.37	\$ 5,662,095.63
Elof Elementary Upgrades* [■]	\$ 6,163,705.00	\$ 5,780,705.00	\$ 1,785,652.45	\$ 211,853.80	\$ 3,783,198.75
Franz Elementary Renovations	\$ 1,732,485.00	\$ 1,732,485.00	\$ 250,325.99	\$ 2,200.00	\$ 1,479,959.01
Hartman Elementary Upgrades	\$ 286,750.00	\$ 286,750.00	\$ 120,927.79	\$ 63,458.77	\$ 102,363.44
Hopkins Elementary Upgrades*	\$ 685,150.00	\$ 685,150.00	\$ 420,732.66	\$ 2,033.30	\$ 262,384.04
Masters Elementary Upgrades* [■]	\$ 17,450.00	\$ 125,450.00	\$ 117,115.52	\$ -	\$ 8,334.48
Miller's Point Elementary Upgrades	\$ 4,664,800.00	\$ 5,264,800.00	\$ 351,249.51	\$ 191,821.43	\$ 4,721,729.06
Olympia Elementary Upgrades	\$ 3,852,220.00	\$ 3,852,220.00	\$ 310,396.32	\$ 90,323.06	\$ 3,451,500.62
Park Village Elementary Upgrades*	\$ 10,856,475.00	\$ 10,856,475.00	\$ 1,338,881.78	\$ 7,934,378.22	\$ 1,583,215.00
Paschall Elementary Upgrades*	\$ 5,082,500.00	\$ 5,082,500.00	\$ 452,648.25	\$ 260,071.75	\$ 4,369,780.00
Rolling Meadows Elementary Upgrades	\$ 185,000.00	\$ 185,000.00	\$ -	\$ -	\$ 185,000.00
Salinas Elementary Upgrades	\$ 74,500.00	\$ 74,500.00	\$ 48,871.76	\$ -	\$ 25,628.24
Spring Meadows Elementary Renovations	\$ 2,256,910.00	\$ 2,256,910.00	\$ 330,088.88	\$ 160,744.72	\$ 1,766,076.40
Woodlake Elementary Upgrades	\$ 7,040,220.00	\$ 7,640,220.00	\$ 965,756.81	\$ 170,165.18	\$ 6,504,298.01
Judson Middle School Upgrades	\$ 2,566,411.00	\$ 2,566,411.00	\$ 368,375.23	\$ -	\$ 2,198,035.77
Kirby Middle School Renovations	\$ 26,685,372.00	\$ 26,685,372.00	\$ 22,836,566.33	\$ 2,929,874.89	\$ 918,930.78
Kitty Hawk Middle School Renovations	\$ 26,146,753.00	\$ 26,146,753.00	\$ 21,417,120.40	\$ 3,942,464.19	\$ 787,168.41
Metzger Middle School Upgrades	\$ 346,020.00	\$ 346,020.00	\$ 179,933.76	\$ -	\$ 166,086.24
Woodlake Hills Middle School Upgrades*	\$ 7,122,118.00	\$ 7,122,118.00	\$ 5,435,187.81	\$ 16,840.12	\$ 1,670,090.07
Secondary Alternative School Upgrades	\$ 676,880.00	\$ 676,880.00	\$ 423,497.75	\$ 18,539.93	\$ 234,842.32
Performing Arts Center Upgrades	\$ 2,254,828.00	\$ 2,254,828.00	\$ 1,342,791.00	\$ 384,258.00	\$ 527,779.00
Judson High School Upgrades	\$ 825,000.00	\$ 825,000.00	\$ 181,481.82	\$ -	\$ 643,518.18
Wagner High School Upgrades* [■]	\$ 1,265,090.00	\$ 1,540,090.00	\$ 733,906.38	\$ 55,496.00	\$ 750,687.62
Police Department Upgrades	\$ 67,960.00	\$ 67,960.00	\$ 49,712.08	\$ -	\$ 18,247.92
Transportation Upgrades	\$ 183,500.00	\$ 183,500.00	\$ -	\$ -	\$ 183,500.00
Administrative Costs	\$ 1,359,000.00	\$ 1,359,000.00	\$ 269,822.48	\$ 124,530.63	\$ 964,646.89
Technology Upgrades-Network Services	\$ 6,300,000.00	\$ 6,300,000.00	\$ 2,225,089.97	\$ 273,618.15	\$ 3,801,291.88
Technology Upgrades-Desktop Services	\$ 5,700,000.00	\$ 5,700,000.00	\$ 4,148,758.14	\$ 140,269.98	\$ 1,410,971.88
Stadium Upgrades	\$ 1,432,460.00	\$ 1,514,137.32	\$ 1,511,302.32	\$ 2,835.00	\$ -
Contingency	\$ 433,073.00	\$ 351,395.68	\$ -	\$ -	\$ 351,395.68
	\$ 137,900,000.00	\$ 139,100,000.00	\$ 68,015,008.47	\$ 17,026,502.61	\$ 54,058,488.92

*Hail Damage - Owner Betterment

■ Transferred Budget

	<u>Interest Earned to Date</u>	<u>Allocated Interest</u>	<u>Unallocated Interest</u>
Interest Earned to Date	\$ 5,908,901.41	\$ -	\$ 5,908,901.41

Proposition 2

Project Description	Bond Amount	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Administrative Costs	\$ 730,800.00	\$ 730,800.00	\$ 459,115.42	\$ -	\$ 271,684.58
Escondido Elementary*	\$ 32,974,600.00	\$ 32,974,600.00	\$ 28,356,279.32	\$ 202,061.31	\$ 4,416,259.37
Wortham Oaks Elementary	\$ 36,174,600.00	\$ 36,174,600.00	\$ 28,205,351.52	\$ 483,500.25	\$ 7,485,748.23
	\$ 69,880,000.00	\$ 69,880,000.00	\$ 57,020,746.26	\$ 685,561.56	\$ 12,173,692.18

	<u>Interest Earned to Date</u>	<u>Allocated Interest</u>	<u>Unallocated Interest</u>
Total Interest Earned	\$ 1,864,333.58	\$ -	\$ 1,864,333.58

2017 BOND FUNDS
AS OF MARCH 31, 2020

Veterans Memorial High School Phase II	Bond Amount	Adjusted Budget	Actual Expenditures	Encumbrances	Remaining Balance
Athletic Fields	\$ 6,400,000.00	\$ 6,500,000.00	\$ 6,332,457.08	\$ 165,652.28	\$ 1,890.64
New Academic Wing, Performing Arts Auditorium, Junior ROTC Area, Additional Parking					
Construction Costs	\$ 37,550,000.00	\$ 37,550,000.00	\$ 21,254,787.66	\$ 8,617,620.51	\$ 7,677,591.83
Design related fees, includes architect, engineers, consultants, testing, feasibility studies, printing	\$ 3,828,000.00	\$ 3,828,000.00	\$ 2,365,053.76	\$ 1,374,446.58	\$ 88,499.66
Site development, includes land purchase cost, impact fees, water, sewer, electrical hookup	\$ 200,000.00	\$ 200,000.00	\$ 16,794.93	\$ 4,900.00	\$ 178,305.07
FF&E (furniture, fixtures and equipment)	\$ 1,500,000.00	\$ 1,500,000.00	\$ 41,786.49	\$ 404,627.66	\$ 1,053,585.85
Technology	\$ 625,000.00	\$ 625,000.00	\$ 556,399.79	\$ 47,048.63	\$ 21,551.58
Subtotal	\$ 50,103,000.00	\$ 50,203,000.00	\$ 30,567,279.71	\$ 10,614,295.66	\$ 9,021,424.63
Contingency*	\$ 9,897,000.00	\$ 5,397,000.00	\$ -	\$ -	\$ 5,397,000.00
TOTAL	\$ 60,000,000.00	\$ 55,600,000.00	\$ 30,567,279.71	\$ 10,614,295.66	\$ 14,418,424.63

*Transfer to General Fund reimbursement for athletic fields \$4,400,000

	<u>Interest Earned to Date</u>	<u>Allocated Interest</u>	<u>Unallocated Interest</u>
Interest Earned to Date	\$ 2,096,289.45	\$ -	\$ 2,096,289.45



Meeting Date: May 14, 2020

Submitted By: William E. Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving Cash Investment Report for all funds as of March 31, 2020

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees approve the investment report for the following funds (As of March 31, 2020):

General Operating Fund
Child Nutrition Fund
Interest & Sinking Fund
Tax Collections
Construction Funds (Series 2013, 2016, and 2017)

IMPACT/RATIONALE:

The Texas Public Funds Investment Act requires that the Board of Trustees review and approve the school district's investment report quarterly.

BOARD ACTION REQUESTED:

Approval/Disapproval



Quarterly Investment Report
Ending March 31, 2020

PATTERSON & ASSOCIATES



27
INVESTMENT PROFESSIONALS

Whatever It Takes - Shut It Down

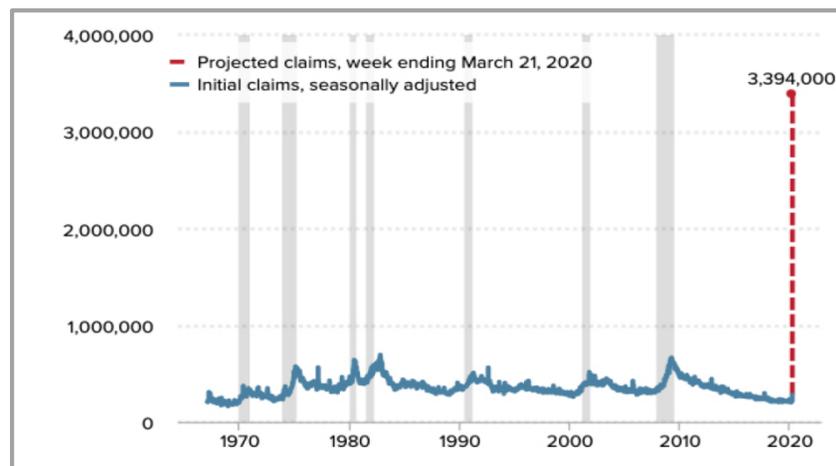
Events and economic numbers continue to change day by day in response to the impact of the corona virus 19 and will continue to do so, but we can summarize what has happened this month:

- The COVID-19 has spread rapidly and continues to spread globally
- Markets have moved to a *risk-on* position globally (go to safety)
- Corporate credit spreads widen as faith in companies falters
- Oil falls as main players refuse to play well in the sand box
- The USD appreciates 4.1%+ as investors run to safety
- China slows and supply chains grind slower
- The Federal Reserve opens the liquidity floodgates
- Congress passes a \$1T assistance bill

First and foremost this is a human tragedy. It presents a double edged sword. We must shut-down the economy to save lives but we have to get people support and ultimately get them back to work. The jobless claims for March exploded to 3.28 million, which was expected as entire sectors of the economy shut-down. The numbers could be greater if system overload prohibited everyone from signing up.

The longer the shut-down the more drastic the result as temporary layoffs evolve into permanent closures. Congress finally acted, after tiresome political bickering, which wasted precious days.

We now have an assistance \$1T bill to aid taxpayers, small business, the healthcare system, and corporations (which represents a 60% trickle-down to suppliers and workers). It is a worthwhile patch amounting to about 10% of GDP and because it adds the liquidity needed for people and business and builds faith in a recovery. It almost replaces the \$900 million estimated to be lost by the shutdown. It is part of an entire effort to fight this insidious malady.

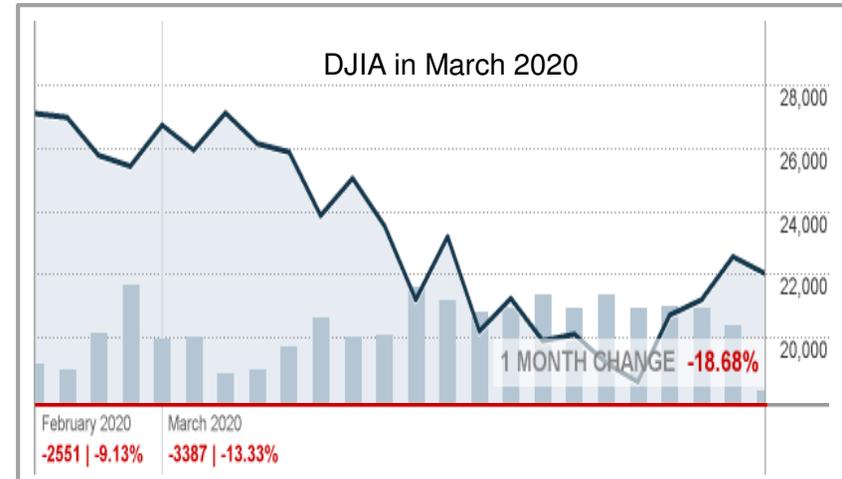


Fed Versus the Virus - Round One

The Federal Reserve has taken a *'whatever it takes'* posture in the fight. In an unexpected emergency rate cut mid-month, the Fed cut overnight rates by 0.50% followed quickly by a full 1.0% cut. We sit now at 0.25% in overnight rates. All of the Fed moves are designed to provide economic fuel. The fuel in this case is liquidity.

Natural personal and economic fear has manifested itself from the hoarding of TP in stores to a panic selling out of any securities anticipated to be felled by the slowdown. Nothing panics people or markets more than not being able to get to their money i.e., liquidity risk. As a result, true *blue chip* companies were desperate to retain open lines of short-term liquidity. That is why CP rates sky-rocketed. Not because of risk in the companies themselves, but the companies' willingness to pay anything for short-term liquidity to pay people and keep lines running. It was not a phenomenon to fear but to take advantage of.

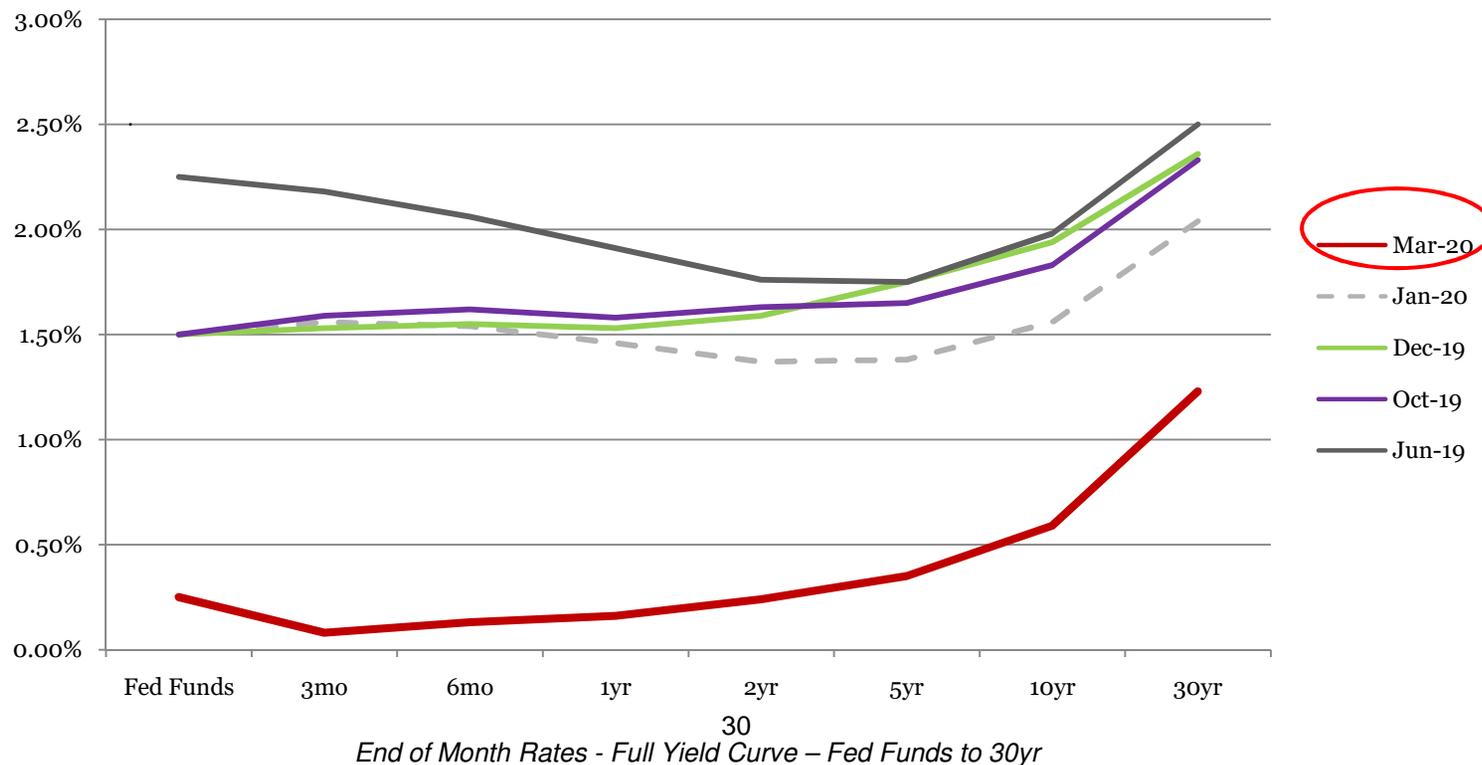
The Fed has, as some have put it, opened its lending through QE "to infinity and beyond" (as Buzz Lightyear said). It has literally set no limit for this program. These are not loans but facilities to provide liquidity as fear closes. Treasury has echoed the move. The Fed has multiple funding facilities which it is fueling in order not to have to set up a whole new structure – and because these work. It is putting credit into the system. Their money market funding facilities (MMLF) is a key program because it funds the markets. The borrowers are banks, major dealers, and US branches of foreign banks. The funds can then be moved further down to consumers and business. As time passes and the virus continues, prepare to see more. It should also bring rates into some normalcy.



The volatility this past month in all markets – and especially the stock markets - has been extreme and does tend to portend a doomsday scenario, but it is well to remember some of the underlying causes for such extreme action. Much of the daily trading is now controlled by algorithms and these calculate buy and sell levels based on the 'channels' created by the price action. As that action widens the channels, the swings get or stay in wide channels kicking in buys and sells not based on human views but on math. In addition, as some securities have been downgraded, funds – with investment policies like yours – have to act to sell. Of course there is one more very human trait driving the volatility. To take advantage of the swings, active traders naturally buy low and sell high, making money on the swings. This is not a time to get into the action. Hang on, buy value and we will get through it.

This is more than anyone expected

- To say this month's moves are dramatic is to state the obvious. The fear in the markets has caused Treasury and agency rates to plummet.
- Fear increases the demand for safe havens and the safest are the U.S. Treasury and the USD dollar, both of which have risen markedly from US and international investors. The action drives the price up and therefore the rates go down.
- One area slow to move has been the tax-free municipal bonds, so local governments bonds look very attractive.
- We have discussed above why the CP markets also soared in rates this month: need for short-term liquidity for the companies. As soon as the Fed's spigots opened on credit facilities, the rates immediately began to fall and very well known names (Ford, Toyota, Coca Cola, etc.) have already left the CP market.
- Expect rates to stay low for at least the next several months as the globe fights – and destroys – this virus. The GDP has continued to increase, showing a strong underlying economy that will bring rates back up again, whether in a U or V recovery we will see.



Judson Independent School District
 Quarterly Investment Report
 January 1, 2020 – March 31, 2020

Portfolio Summary Management Report

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the District and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

<u>Portfolio as of 12/31/19:</u>		<u>Portfolio as of 03/31/20:</u>	
Beginning Book Value	\$ 274,224,117	Ending Book Value	\$ 258,935,570
Beginning Market Value	\$ 274,224,117	Ending Market Value	\$ 258,935,570
		Investment Income for quarter	\$ 969,787
		Unrealized Gain/Loss	\$ 0
WAM at Beginning Period Date ¹	1 day	WAM at Ending Period Date ¹	1 day
		Change in Market Value ²	\$ (15,288,547)
		Average Yield to Maturity for period	1.423%
		Average Yield 90-Day Treasury Bill for period	1.110%

 William Atkins, Chief Financial Officer
 Judson ISD



 Linda T. Patterson, President
 Patterson & Associates as Investment Advisor, JISD

 Nicole Dean, Director of Accounting
 Judson ISD

 Leesa Roberts, Accountant II
 Judson ISD

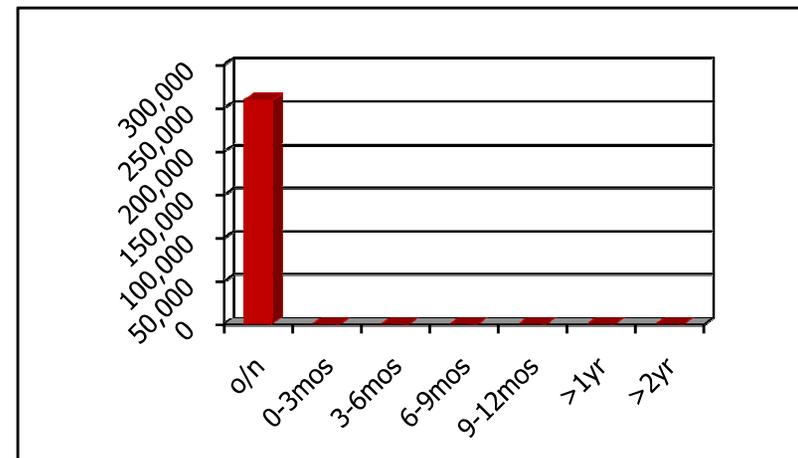
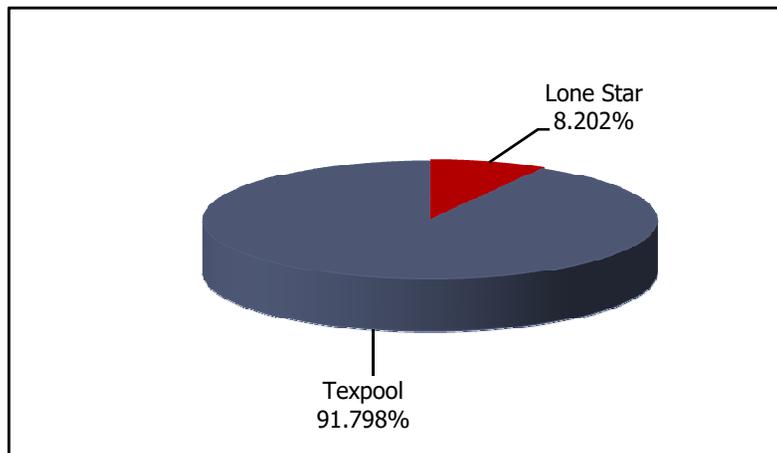
 1 WAM – weighted average maturity

2 “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. Patterson & Associates has assisted in the preparation of this consolidated investment report, with additional input provided by JISD.

Your Portfolio

As of February 29, 2020

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The graphs below show asset allocations by market sector and by maturity. They do reflect our expectation of lower rates from the beginning of the year and the need to use the front end of the curve to sustain any viable rates of the portfolio. The March rate cuts and the corona virus have pushed Treasury rates to extremes as investors race for safety. Extending in the short end is the only harbor and may lock in rates until some normalcy returns.





**Judson ISD
Portfolio Management
Portfolio Summary
March 31, 2020**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Lone Star	21,237,519.56	21,237,519.56	21,237,519.56	8.20	1	1	1.500
Texpool	237,698,050.72	237,698,050.72	237,698,050.72	91.80	1	1	1.003
Investments	258,935,570.28	258,935,570.28	258,935,570.28	100.00%	1	1	1.044

Total Earnings	March 31 Month Ending	Fiscal Year To Date
Current Year	237,206.27	3,401,451.63

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of Judson ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

William Atkins, CFO



**Judson ISD
Summary by Type
March 31, 2020
Grouped by Fund**

Patterson & Associates
901 S. MoPac
Suite 195
Austin, TX 78746
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
Fund: Construction Series 2013						
Texpool	1	433,605.08	433,605.08	0.17	1.003	1
Subtotal	1	433,605.08	433,605.08	0.17	1.003	1
Fund: Construction Series 2016						
Texpool	1	91,719,264.29	91,719,264.29	35.42	1.003	1
Subtotal	1	91,719,264.29	91,719,264.29	35.42	1.003	1
Fund: Construction Series 2017						
Texpool	1	27,129,009.74	27,129,009.74	10.48	1.003	1
Subtotal	1	27,129,009.74	27,129,009.74	10.48	1.003	1
Fund: Food Service						
Texpool	1	2,725,207.88	2,725,207.88	1.05	1.003	1
Subtotal	1	2,725,207.88	2,725,207.88	1.05	1.003	1
Fund: General/Local Maintenance						
Lone Star	2	21,237,519.56	21,237,519.56	8.20	1.500	1
Texpool	1	88,921,989.45	88,921,989.45	34.34	1.003	1
Subtotal	3	110,159,509.01	110,159,509.01	42.54	1.099	1
Fund: Interest & Sinking						
Texpool	1	26,074,647.52	26,074,647.52	10.07	1.003	1
Subtotal	1	26,074,647.52	26,074,647.52	10.07	1.003	1
Fund: Tax Collections						
Texpool	1	694,326.76	694,326.76	0.27	1.003	1
Subtotal	1	694,326.76	694,326.76	0.27	1.003	1
Total and Average	9	258,935,570.28	258,935,570.28	100.00	1.044	1



Judson ISD
Fund CON13 - Construction Series 2013
Investments by Fund
March 31, 2020

Patterson & Associates
 901 S. MoPac
 Suite 195
 Austin, TX 78746
 -

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
150000011	10005	Texpool	04/01/2019	433,605.08	433,605.08	433,605.08	1.003	0.989	1.003	1
Subtotal and Average				433,605.08	433,605.08	433,605.08		0.990	1.003	1
Total Investments and Average				433,605.08	433,605.08	433,605.08		0.990	1.003	1

Fund CON16 - Construction Series 2016
Investments by Fund
March 31, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
150000012	10006	Texpool	04/01/2019	91,719,264.29	91,719,264.29	91,719,264.29	1.003	0.989	1.003	1
Subtotal and Average				91,719,264.29	91,719,264.29	91,719,264.29		0.990	1.003	1
Total Investments and Average				91,719,264.29	91,719,264.29	91,719,264.29		0.990	1.003	1

Fund CON17 - Construction Series 2017
Investments by Fund
March 31, 2020

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
150000014	10008	Texpool	04/01/2019	27,129,009.74	27,129,009.74	27,129,009.74	1.003	0.989	1.003	1
Subtotal and Average				27,129,009.74	27,129,009.74	27,129,009.74		0.990	1.003	1
Total Investments and Average				27,129,009.74	27,129,009.74	27,129,009.74		0.990	1.003	1

**Fund FS - Food Service
Investments by Fund
March 31, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
150000001	10002	Texpool	04/01/2019	2,725,207.88	2,725,207.88	2,725,207.88	1.003	0.989	1.003	1
Subtotal and Average				2,725,207.88	2,725,207.88	2,725,207.88		0.990	1.003	1
Total Investments and Average				2,725,207.88	2,725,207.88	2,725,207.88		0.990	1.003	1

**Fund GEN - General/Local Maintenance
Investments by Fund
March 31, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Lone Star										
15916A	10000	Lone Star Corp ON	04/01/2019	21,229,099.56	21,229,099.56	21,229,099.56	1.500	1.479	1.500	1
15916B	10001	Lone Star Gov't ON	04/01/2019	8,420.00	8,420.00	8,420.00	1.110	1.094	1.110	1
Subtotal and Average				21,237,519.56	21,237,519.56	21,237,519.56		1.479	1.500	1
Texpool										
150000005	10003	Texpool	04/01/2019	88,921,989.45	88,921,989.45	88,921,989.45	1.003	0.989	1.003	1
Subtotal and Average				88,921,989.45	88,921,989.45	88,921,989.45		0.990	1.003	1
Total Investments and Average				110,159,509.01	110,159,509.01	110,159,509.01		1.084	1.099	1

**Fund IS - Interest & Sinking
Investments by Fund
March 31, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
150000006	10004	Texpool	04/01/2019	26,074,647.52	26,074,647.52	26,074,647.52	1.003	0.989	1.003	1
Subtotal and Average				26,074,647.52	26,074,647.52	26,074,647.52		0.990	1.003	1
Total Investments and Average				26,074,647.52	26,074,647.52	26,074,647.52		0.990	1.003	1

**Fund TAX - Tax Collections
Investments by Fund
March 31, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Texpool										
150000013	10007	Texpool	04/01/2019	694,326.76	694,326.76	694,326.76	1.003	0.989	1.003	1
Subtotal and Average				694,326.76	694,326.76	694,326.76		0.990	1.003	1
Total Investments and Average				694,326.76	694,326.76	694,326.76		0.990	1.003	1



Judson ISD
Interest Earnings
Sorted by Fund - Fund
January 1, 2020 - March 31, 2020
Yield on Average Book Value

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
Fund: Construction Series 2013												
150000011	10005	CON13	RR2	433,605.08	432,104.61	432,698.74		1.003	1.391	1,500.47	0.00	1,500.47
			Subtotal	433,605.08	432,104.61	432,698.74			1.391	1,500.47	0.00	1,500.47
Fund: Construction Series 2016												
150000012	10006	CON16	RR2	91,719,264.29	95,832,204.42	94,304,497.17		1.003	1.395	327,881.23	0.00	327,881.23
			Subtotal	91,719,264.29	95,832,204.42	94,304,497.17			1.395	327,881.23	0.00	327,881.23
Fund: Construction Series 2017												
150000014	10008	CON17	RR2	27,129,009.74	30,771,948.42	28,720,903.96		1.003	1.402	100,391.17	0.00	100,391.17
			Subtotal	27,129,009.74	30,771,948.42	28,720,903.96			1.402	100,391.17	0.00	100,391.17
Fund: Food Service												
150000001	10002	FS	RR2	2,725,207.88	1,396,812.32	2,345,117.43		1.003	1.386	8,105.73	0.00	8,105.73
			Subtotal	2,725,207.88	1,396,812.32	2,345,117.43			1.386	8,105.73	0.00	8,105.73
Fund: General/Local Maintenance												
150000005	10003	GEN	RR2	88,921,989.45	45,084,149.94	85,932,597.93		1.003	1.378	295,235.13	0.00	295,235.13
15916A	10000	GEN	RRP	21,229,099.56	21,141,212.67	21,173,465.28		1.500	1.665	87,886.89	0.00	87,886.89
15916B	10001	GEN	RRP	8,420.00	8,390.44	8,401.85		1.110	1.411	29.56	0.00	29.56
			Subtotal	110,159,509.01	66,233,753.05	107,114,465.06			1.435	383,151.58	0.00	383,151.58
Fund: Interest & Sinking												
150000006	10004	IS	RR2	26,074,647.52	17,926,589.97	24,218,949.72		1.003	1.377	83,123.90	0.00	83,123.90
			Subtotal	26,074,647.52	17,926,589.97	24,218,949.72			1.377	83,123.90	0.00	83,123.90
Fund: Tax Collections												
150000013	10007	TAX	RR2	694,326.76	61,630,704.28	16,613,844.30		1.003	1.585	65,633.33	0.00	65,633.33
			Subtotal	694,326.76	61,630,704.28	16,613,844.30			1.585	65,633.33	0.00	65,633.33
			Total	258,935,570.28	274,224,117.07	273,750,476.36			1.421	969,787.41	0.00	969,787.41



Judson ISD
Texas Compliance Change in Val Report
Sorted by Fund
January 1, 2020 - March 31, 2020

Patterson & Associates
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 -

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
Fund: Construction Series									
10005	TXPOOL	CON13	04/01/2019	1,500.47	432,104.61	1,500.47	0.00	1,500.47	433,605.08
150000011	433,605.08	1.003	/ /	1,500.47	432,104.61	1,500.47	0.00	1,500.47	433,605.08
Sub Totals For: Fund: Construction Series				1,500.47	432,104.61	1,500.47	0.00	1,500.47	433,605.08
				1,500.47	432,104.61	1,500.47	0.00	1,500.47	433,605.08
Fund: Construction Series									
10006	TXPOOL	CON16	04/01/2019	327,881.23	95,832,204.42	328,024.20	4,440,964.33	-4,112,940.13	91,719,264.29
150000012	91,719,264.29	1.003	/ /	327,881.23	95,832,204.42	328,024.20	4,440,964.33	-4,112,940.13	91,719,264.29
Sub Totals For: Fund: Construction Series				327,881.23	95,832,204.42	328,024.20	4,440,964.33	-4,112,940.13	91,719,264.29
				327,881.23	95,832,204.42	328,024.20	4,440,964.33	-4,112,940.13	91,719,264.29
Fund: Construction Series									
10008	TXPOOL	CON17	04/01/2019	100,391.17	30,771,948.42	100,391.17	3,743,329.85	-3,642,938.68	27,129,009.74
150000014	27,129,009.74	1.003	/ /	100,391.17	30,771,948.42	100,391.17	3,743,329.85	-3,642,938.68	27,129,009.74
Sub Totals For: Fund: Construction Series				100,391.17	30,771,948.42	100,391.17	3,743,329.85	-3,642,938.68	27,129,009.74
				100,391.17	30,771,948.42	100,391.17	3,743,329.85	-3,642,938.68	27,129,009.74
Fund: Food Service									
10002	TXPOOL	FS	04/01/2019	8,105.73	1,396,812.32	4,944,246.11	3,615,850.55	1,328,395.56	2,725,207.88
150000001	2,725,207.88	1.003	/ /	8,105.73	1,396,812.32	4,944,246.11	3,615,850.55	1,328,395.56	2,725,207.88
Sub Totals For: Fund: Food Service				8,105.73	1,396,812.32	4,944,246.11	3,615,850.55	1,328,395.56	2,725,207.88
				8,105.73	1,396,812.32	4,944,246.11	3,615,850.55	1,328,395.56	2,725,207.88
Fund: General/Local Mainte									
10000	LSCO	GEN	04/01/2019	87,886.89	21,141,212.67	87,886.89	0.00	87,886.89	21,229,099.56
15916A	21,229,099.56	1.500	/ /	87,886.89	21,141,212.67	87,886.89	0.00	87,886.89	21,229,099.56

Judson ISD
Texas Compliance Change in Val Report
January 1, 2020 - March 31, 2020

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value				Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value	Purchases/ Additions	Redemptions	Change in Value	Ending Market Value
10001	LSGO	GEN	04/01/2019	29.56	8,390.44	29.56	0.00	29.56	8,420.00
15916B	8,420.00	1.110	/ /	29.56	8,390.44	29.56	0.00	29.56	8,420.00
10003	TXPOOL	GEN	04/01/2019	295,235.13	45,084,149.94	94,478,398.75	50,640,559.24	43,837,839.51	88,921,989.45
150000005	88,921,989.45	1.003	/ /	295,235.13	45,084,149.94	94,478,398.75	50,640,559.24	43,837,839.51	88,921,989.45
Sub Totals For: Fund: General/Local Mainte				383,151.58	66,233,753.05	94,566,315.20	50,640,559.24	43,925,755.96	110,159,509.01
				383,151.58	66,233,753.05	94,566,315.20	50,640,559.24	43,925,755.96	110,159,509.01
Fund: Interest & Sinking									
10004	TXPOOL	IS	04/01/2019	83,123.90	17,926,589.97	35,198,999.64	27,050,942.09	8,148,057.55	26,074,647.52
150000006	26,074,647.52	1.003	/ /	83,123.90	17,926,589.97	35,198,999.64	27,050,942.09	8,148,057.55	26,074,647.52
Sub Totals For: Fund: Interest & Sinking				83,123.90	17,926,589.97	35,198,999.64	27,050,942.09	8,148,057.55	26,074,647.52
				83,123.90	17,926,589.97	35,198,999.64	27,050,942.09	8,148,057.55	26,074,647.52
Fund: Tax Collections									
10007	TXPOOL	TAX	04/01/2019	65,633.33	61,630,704.28	61,648,401.34	122,584,778.86	-60,936,377.52	694,326.76
150000013	694,326.76	1.003	/ /	65,633.33	61,630,704.28	61,648,401.34	122,584,778.86	-60,936,377.52	694,326.76
Sub Totals For: Fund: Tax Collections				65,633.33	61,630,704.28	61,648,401.34	122,584,778.86	-60,936,377.52	694,326.76
				65,633.33	61,630,704.28	61,648,401.34	122,584,778.86	-60,936,377.52	694,326.76
Report Grand Totals:				969,787.41	274,224,117.07	196,787,878.13	212,076,424.92	-15,288,546.79	258,935,570.28
				969,787.41	274,224,117.07	196,787,878.13	212,076,424.92	-15,288,546.79	258,935,570.28



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving Summer Work Hours for 2020

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees approve the summer work hours for 2020.

IMPACT/RATIONALE:

The District is proposing to have all employees work 4 days this summer, with a few exceptions based on program need or construction activities. The summer work schedule would start on June 1 and end on July 30, with July 2 being a holiday for all employees. The workweek would be Monday –Thursday from 7:00 a.m. to 5:30 p.m. This would allow the District to save energy by closing all but a few campuses on Fridays. Business hours would be Monday-Thursday from 8:00 a.m. to 4:45 p.m.

In an effort to promote wellness and increase morale, employees working the 10 hour day will be allowed to take 1 hour a day to participate in some form of physical wellness activity. The District may be offering some exercise classes that employees could chose to attend.

June						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

July						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
25	26	27	28	29	30	31

- 10 Hour day
 - Holiday

BOARD ACTION REQUESTED:

Approval/Disapproval



Meeting Date: May 14, 2020

Submitted By: Rebecca Robinson

Title: Deputy Superintendent of Teaching and Learning

Agenda Item: Consider and take action regarding approving the service delivery agreement for Communities in Schools for the 2020-21 school year.

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board approves the renewal of the Communities in Schools service delivery agreement in the amount of \$289,980.90 for the 2020-21 school year.

IMPACT/RATIONALE:

Communities in Schools has provided support to the following campuses for the 2019-20 school year: Wagner HS, Kirby MS, Metzger MS, Park Village ES, Candlewood ES and Woodlake ES. Communities in Schools agrees to provide Judson ISD a degreed full time case manager. The program provides case management services to help students overcome obstacles that may hinder keeping him/her in school. In addition, campus plans are provided to the campus principal and to the Director of Guidance and Counseling to ensure services are not duplicated.

BOARD ACTION REQUESTED:

Approval/Disapproval

SERVICE DELIVERY AGREEMENT

This Service Delivery Agreement (“Agreement”) for the period indicated herein during school year 2020-2021 by and between the **Judson Independent School District** (hereinafter referred to as “JISD”), and **Communities In Schools of San Antonio** (hereinafter referred to as “CIS-SA”), a nonprofit corporation located at 1616 E. Commerce St., Bldg. 1, San Antonio, Texas 78205, sets out to establish the relationships and responsibilities of both parties in the implementation of a CIS-SA Project on 6 JISD campuses, (Park Village ES, Candlewood ES & Woodlake ES, Kirby MS, Metzger MS, Wagner HS), also collectively referred to as “CIS-SA Projects.” Dr. Jeanette Ball, Superintendent of Schools, ratifies and affirms the provisions, relationships and responsibilities set out herein on behalf of the JISD Board of Trustees by her execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring the CIS-SA approved services and resources into the identified campus settings to attempt to facilitate the academic and personal success of students experiencing the effects of at-risk environments by providing the full range of services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of the students served;

NOW, THEREFORE, in consideration of the mutual covenants and fees provided for herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

- A. All parties hereto mutually agree as follows:
 1. The term of this Service Delivery Agreement shall be from July 1, 2020 through June 30, 2021. This Service Delivery Agreement may be terminated by either party by providing thirty days written notice of termination to the other party. If JISD terminates the contract, compensation and services shall cease; except, however, CIS-SA shall be entitled to receive compensation for work completed, satisfactory to JISD, to the date of termination. If termination occurs in the middle of the payment period, compensation shall be prorated against the monthly payment next due in relation to the services actually performed.
 2. CIS-SA shall follow national, state and local CIS policies and ethical standards for service provision, applicable state and local laws, as well as written JISD policies and regulations, with the condition that more restrictive JISD policies and regulations (Legal and Local) have priority application under the terms of this agreement. CIS-SA services shall not conflict with JISD policies. In order to promote awareness and presence of CIS-SA services on campus, JISD will permit CIS-SA staff to wear collared CIS-SA branded or co-branded articles outside of spirit days and/or “casual” Friday.

3. The CIS-SA site staff, the school Principal, and the school's site-based decision-making committee shall proceed in a joint collaboration of services between the JISD program and CIS-SA Project. Communication between these entities will be ongoing to address case management and other programmatic issues.

B. CIS-SA agrees to undertake the following:

1. CIS-SA, under its Standards and this Agreement, shall provide to identified students a program of services which includes: a. Counseling and/or Supportive Guidance; b. Education and Academic Enhancement Activities; c. Parental and Family Involvement Activities; d. Health and Social Service Referrals; e. Pre-Employment Skills Training and Career Awareness Activities; and f. Educational and Cultural Enrichment Opportunities. CIS-SA staff cannot fulfill duties that are normally assigned to school personnel (administrative, clerical or otherwise). During state mandated testing CIS-SA services will be available to support the school with any student and family issues that may arise.
2. CIS-SA Project may provide to the school additional staff and resources for the benefit of students. The staff and resources, as approved by both JISD and CIS-SA, will offer a multi-disciplinary approach to serve a manageable number of students.
3. CIS-SA will provide, on a per-semester basis, a Service Delivery Plan to the school Principal for review, discussion and approval. This Service Delivery Plan will provide all parties with an outline of Project activities that are aligned to the individual campus needs, to be undertaken in the upcoming semester.
4. CIS-SA maintains and retains case files on each assigned student containing all relevant data requisite to the case and to Project criteria. Case records will only be released in accordance with the Confidentiality of Mental Health Information statutes under Texas Civil Law, and other applicable state and federal law.
5. CIS-SA agrees to provide management, administrative, logistical and technical support to each Project to ensure the success of the Project's service delivery initiatives. The CIS-SA Site Coordinator, under the supervision of the CIS-SA Field Manager and in cooperation with the CIS-SA Management Team (under the direction of the CIS-SA President/CEO and Board of Directors), is responsible for oversight of CIS-SA Project activities.
6. CIS-SA staff shall follow procedures for disciplinary action and grievance outlined in the CIS-SA personnel policies and consistent with state law and JISD district policy. CIS-SA personnel remain employees of CIS-SA while assigned to each Project and are under the direct supervision of the assigned CIS-SA Field Manager. Agency repositioned staff assigned to the Projects remain the employees of the assigning agency. The actions of all CIS-SA employees and repositioned staff are carried out under the auspices of CIS-SA supervisors and

Campus Principal in accordance with the mutually agreed Service Delivery Plan. Any agency repositioned staff will be approved by JISD and CIS-SA before the assignment to a designated Project. CISSA will not be entitled to file grievances under JISD's Board policies

7. CIS-SA shall notify the school Principal, Counselor, and appropriate legal authorities, as per state and local policies and procedures, cases presented to CIS-SA staff that involve the following issues: a) Suicide threats; b) Violent behavior; c) Child abuse or neglect; d) Sexual abuse or harassment; e) Legal custody; f) Drugs or weapons. CIS-SA shall assist in the resolution of any collateral issues when requested by the Principal, and/or Counselor, as appropriate.
8. CIS-SA may gather data on and provide services to students without written parent consent when acting at the request and on the behalf of the school and/or district. CIS-SA will ensure written consent has been obtained from the student's parent, guardian or managing conservator as required by Section 38.010 of the Texas Education Code, before **on-going** services are rendered.
9. CIS-SA agrees to conduct criminal history background investigations for all agency staff. Pursuant to Senate Bill 9, CIS-SA will obtain fingerprint-based background searches on all agency staff. All volunteers (excluding one-time event volunteers) will also undergo a criminal history check prior to being assigned to a CIS-SA campus. CIS-SA has established an account with the DPS FACT Clearinghouse for such services. Results of these background checks are available to JISD upon request. CISSA staff will be subject to any other internal security procedures used by JISD.
10. CIS-SA will provide a certificate of insurance or appropriate documentation to the JISD Purchasing Department certifying the following coverage levels and listing JISD as a named insured upon request; Automobile Liability Insurance shall cover all owned, non-owned, hired vehicles in the amount of \$100,00/300,000 bodily injury, \$100,000 property damage or a combined limit of \$500,000; General Liability Insurance shall provide the minimum coverage of \$1,000,000 per incident and \$2,000,000 aggregate; Workers Compensation Insurance shall provide the minimum coverage of \$500,000 for all employees of CIS-SA.

C. JISD agrees to undertake the following:

1. JISD will provide \$289,980.90 in service delivery fees to CIS-SA, with payments of \$28,998.09 to be made on a monthly basis, over 10 months, from September 1, 2020 to June 1, 2021 for the term of this Agreement to Communities In Schools of San Antonio, 1616 E. Commerce St., Bldg. 1, San Antonio, Texas 78205. Invoices are due and payable within 30 days. In the event of early termination of this contract, the last monthly payment shall be prorated in relation to services actually rendered. The JISD authorized

point of contact for all billing and invoicing needs is:

NAME: _____

TITLE: _____

ADDRESS: _____

EMAIL: _____

2. JISD will provide office space with telephone service, access to copy and fax machines, a designated computer, access to available intranet and/or internet capabilities, necessary office furniture, and equipment sufficient to facilitate the efficient delivery of services to students within the CIS-SA Project. In addition, JISD will provide a secure office space conducive to accommodate confidential services.
3. Approval of the CIS-SA Fall, Spring & Summer Service Delivery Plan will be made within two weeks of submittal to the Principal.
4. Each Principal shall provide the CIS-SA Site Coordinator with the names and responsibilities of the Campus Crisis Management Team and update that information continually.
5. In accordance with state law and JISD policy, JISD will investigate and, if required, report to the appropriate authorities any cases presented to JISD by CIS-SA under paragraph B(7) above. JISD and CIS-SA agree that nothing contained in this Agreement will create (1) any additional responsibilities to or liabilities for any third party on the part of JISD or CIS-SA; or (2) a contractual relationship or a cause of action in favor of a third party against either JISD or CIS-SA.
6. JISD will notify CIS-SA Chief Executive Officer of any incident or allegation involving CIS-SA personnel, in addition to any actions taken as required by law or district policy.
7. The Campus counselor and/or designee will conduct Coordination of Services meetings to include the CIS-SA Site Coordinators and campus-based entities that provide counseling and social services.
8. Pursuant to the TEC, §33.154(a)(7)(B), each school district that participates in a CIS program shall provide to the local CIS or developing program necessary student information and data for each student whose parent or legal guardian has authorized in writing that educational records be shared with the CIS program and the TEA. Such information and data may include records on a student's academic achievement, promotion, attendance, disciplinary referrals, free/reduced-price lunch status, at-risk status, or health-related information in accordance with the written authorization obtained by the local CIS program from the student's parent or legal guardian. CIS-SA may gather data on and provide services to students without written parent consent

when acting at the request and on the behalf of the school and/or district. A local CIS program or developing program may provide this information and data to the TEA in accordance with the grant application.

9. Using a pretest/posttest measure, as well as other data that CIS-SA typically collects, CIS-SA will be able to evaluate the CIS-SA Project on this JISD campus. The evaluation tool will include but is not limited to student self-reports on Social and Emotional Development and Developmental Assets. The evaluation tool will be administered by the student's CIS-SA Site Coordinator at the beginning of the semester, prior to case management services, and then after the school year is completed. Parents or guardians will be asked to review and sign a consent form that gives permission for participation in the CIS-SA Program and for their child to complete the evaluation tool.
10. The school Principal and/or designee shall inform the CIS-SA Site Coordinator in writing of any and all developments, policy changes or other issues arising within JISD or the school that directly affect or have the potential to affect the provisions of this Agreement or the operation of the CIS-SA Project. In addition, CIS-SA Site Coordinators will be trained on all Campus Emergency Response Plans.
11. JISD may request, and CIS-SA will provide as soon as is practical, overall CIS-SA Project service delivery data for specified periods of time which has been maintained by CIS-SA in formats consistent with its organizational requirements.
12. The CIS-SA Projects will be included in the Campus Improvement Plan.

Nothing herein shall prohibit JISD from providing information to CIS-SA without parental permission when not otherwise prohibited under state or federal law or regulation.

This Service Delivery Agreement constitutes the full and total understanding and agreement of the parties, and any modification, amendment or alteration hereof must be agreed in writing by all parties hereto.

No party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein.

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either the JISD or CIS-SA in their respective rights and obligations contained in the valid terms, covenants, or conditions hereof.

This Agreement is and will be governed by and construed in accordance with the laws of the State of Texas, without regard to its choice of law principles. The parties consent to exclusive jurisdiction and venue of state court sitting in Bexar County, Texas.

IN WITNESS WHEREOF, this Agreement is effective on the last Date of Approval shown below.

COMMUNITIES IN SCHOOLS OF SAN ANTONIO

JUDSON INDEPENDENT SCHOOL DISTRICT

By _____
President/CEO

By _____
Superintendent

Date of Approval: _____

Date of Approval: _____



Meeting Date: April 16, 2020

Submitted By: Dr. Milton Fields
Title: Assistant Superintendent of Operations

Agenda Item: Consider and take action regarding approving a Proclamation to Declare May 1, 2020 as School Lunch Hero Day

CONSENT ITEM

RECOMMENDATION:

The Board approve a Proclamation to Declare May 1, 2020 as School Lunch Hero Day.

IMPACT/RATIONALE:

Approval of this time will allow Judson ISD to recognize the important role that child nutrition plays in the academic preparedness and performance of students in the classroom.

BOARD ACTION REQUESTED:

Approval/Disapproval



School Lunch Hero Day Proclamation **Judson Independent School District Board of Trustees**

WHEREAS: Judson ISD recognizes the important role that child nutrition plays in the academic preparedness and performance of students in the classroom. May 1, 2020 has been designated as District School Lunch Hero Day by the Judson Independent School District Board of Trustees; and

WHEREAS: Child nutrition staff are responsible for the planning, preparing and serving of the most health-conscious meal options for the students of Judson ISD, while satisfying state and federal guidelines; and

WHEREAS: Child nutrition staff are partners within our schools who take pride in ensuring that our students are provided with the necessary sustenance to support active and engaged learners. Our child nutrition staff cares about the meals that are prepared, the organization of campus cafeterias and most importantly, the nourishment of JISD students. They are always there to reach out with a helping hand. Their hard work and dedication is appreciated and noticed by the staff, parents and students alike; and

WHEREAS: It is the District's commitment that every child nutrition staff is shown appreciation and thanks for all they do for our district and students. In an effort to work together to support student learning, meaningfully involved in the preparation of the learning environment; and know that their jobs really matter.

NOW, THEREFORE, I, Ms. Rene Paschall, Board Vice President of Judson Independent School District, do hereby proclaim May 1, 2020, as School Lunch Hero Day in Judson Independent School District and urge all to participate with the recognition of the child nutrition staff within this district and to support and participate in creative ways to thank the child nutrition staff at your campuses.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Judson Independent School District this 14th day of May, 2020.

Ms. Renée Paschall, President

Lynette Perez, Board Secretary





Meeting Date: May 14, 2020

Submitted By: Dr. Milton Fields
Title: Deputy Superintendent

Agenda Item: Consider and take action regarding approving the Inter-Local Agreement between the City of San Antonio and Twelve Public Education Districts within its boundaries

CONSENT ITEM

RECOMMENDATION:

Consider and take possible action regarding approving the Inter-Local Agreement between the City of San Antonio and Twelve Public Education Districts within its boundaries. This agreement is for establishing Procedures, Processes and Fee Structures which would streamline delivery of certain governmental functions and services in an efficient and cost-effective manner. The agreement pertains to the services provided by the Developmental Services Department which oversees construction city wide.

IMPACT/RATIONALE:

Click here to enter text.

BOARD ACTION REQUESTED:

Approval/Disapproval



MEMORANDUM

To: Dr. Milton R. Fields, III, Deputy Superintendent of Administration & Operations
Director of Purchasing

From: Ruben Moreno, 
Director of Facilities Planning

Date: April 22, 2020

Re: Inter-local Agreement between the City of San Antonio and Twelve Public Education Districts
within its Boundaries – Recommendation of Approval.

Attached you will find the Inter-Local Agreement with the City of San Antonio. This agreement is for establishing Procedures, Processes, and Fee Structures which would streamline delivery of certain governmental functions and services in an efficient and cost effective manner. The agreement pertains to the services provided by Development Services Department which oversees construction city wide.. The Facilities Planning Department presents the Agreement to the Judson ISD Board of Trustees for consideration and approval.

CC: Betty Holmes, Secretary to Board of Trustees

STATE OF TEXAS

§

INTERLOCAL AGREEMENT BETWEEN

§

THE CITY OF SAN ANTONIO AND

§

TWELVE PUBLIC EDUCATION DIS-

§

TRICTS WITHIN ITS BOUNDARIES

COUNTY OF BEXAR

§

This AGREEMENT is hereby made and entered into by and between the CITY OF SAN ANTONIO, (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its City Manager pursuant to Ordinance No. _____ dated _____, and the following political subdivisions of the State of Texas:

- Alamo Colleges District
- Alamo Heights Independent School District
- East Central Independent School District
- Edgewood Independent School District
- Harlandale Independent School District
- Judson Independent School District
- North East Independent School District
- Northside Independent School District
- San Antonio Independent School District
- South San Antonio Independent School District
- Southside Independent School District
- Southwest Independent School District

(hereinafter referred to as "DISTRICTS" or singularly as "DISTRICT") acting by and through their respective Superintendents, hereto duly authorized (collectively the "PARTIES"), pursuant to authority granted under the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

WITNESSETH

WHEREAS, it is the mission of the DISTRICT to insure quality public education to citizens of San Antonio and the San Antonio metropolitan area; and

WHEREAS, it is the mission of the CITY to insure the health, safety, and welfare of its citizens, including those served by the DISTRICT, as embodied in the numerous codes and regulations controlling construction activities within the City of San Antonio; and

WHEREAS, the PARTIES recognize and desire to cooperate in the delivery of their respective services to the citizens of San Antonio for the purposes of expediting development services processes and maximizing use of tax dollars; and

WHEREAS, the PARTIES have identified numerous service areas in which their collective cooperation will achieve the goals of expediting development services processes and maximizing use of tax dollars for the benefit of both PARTIES, as well as the affected citizenry; and

NOW THEREFORE, the PARTIES hereto severally and collectively agree and, by execution hereof, are bound to the mutual obligations herein contained and to the performance and accomplishment of tasks hereinafter described:

I. PURPOSE

1.01 This AGREEMENT is entered into between the CITY and each of the DISTRICTS separately for the purpose of designating procedures, processes and fee structures which will streamline delivery of certain governmental functions and services in an efficient and cost effective manner.

1.02 It is understood and agreed by each PARTY that this AGREEMENT is between the CITY and each DISTRICT separate and apart from all other DISTRICTS that may be a PARTY to this AGREEMENT. In the event of termination as to one DISTRICT for any reason, except for expiration of the term, this AGREEMENT shall remain in full force and effect as to all other PARTIES, unless previously terminated, as provided herein.

1.03 It is understood and agreed by the PARTIES hereto that the provisions of this AGREEMENT only supplement and amend the applicable Ordinances, regulations, policies and procedures currently in effect and which shall become effective during the term of this AGREEMENT. In the event of a current or future conflict, during the term hereof, this AGREEMENT shall control with the exception of changes to the health and safety codes.

II. TERM

2.01 The term of this AGREEMENT shall be for a period of one year beginning August 1, 2019 and ending July 31, 2020. This AGREEMENT shall automatically renew in successive one-year terms through July 31, 2029 unless terminated as provided herein.

2.02 This AGREEMENT shall terminate in the event a PARTY, through its governing body, fails to appropriate sufficient funding to meet its obligations under this AGREEMENT. Sums paid under this AGREEMENT, if any, shall be paid only from current revenues available to the paying PARTY.

2.03 Notwithstanding any other provision herein, any PARTY may terminate its participation in this AGREEMENT, with or without cause, if it provides written notice to the other PARTY that it does not desire to renew the AGREEMENT at least 60 days before the end of the current one-year term. Termination without cause must be within 60 days of the expiration of the current one year term.

III. LIAISONS AND NOTICES

3.01 Unless written notification to the contrary is received by CITY, the DISTRICT's Superintendent, or his/her designee, shall be its designated representative responsible for the management of this AGREEMENT.

3.02 Unless written notification by CITY to the contrary is received by the DISTRICT, the City Manager, or his/her designee, shall be CITY's designated representative responsible for management of this AGREEMENT.

3.03 Communications between CITY and DISTRICT shall be directed to the designated representatives of each PARTY, as set out in this ARTICLE III.

3.04 For purposes of this AGREEMENT, all official communications and notices among the PARTIES shall be deemed sufficient if in writing and mailed, registered or certified mail, postage prepaid, to the addresses set forth on Exhibit “A” attached hereto and incorporated herein for all purposes. For purposes of project management that includes communications related to status reporting, preliminary plan review and permits shall be conducted between the designated DISTRICT Project Manager and the CITY’s Director of Development Services or his designee, hereinafter referred to as CITY Representative.

3.05 Notice of change of address by any PARTY must be made in writing and delivered to all other PARTIES’ last known address within five (5) business days of such change.

3.06 All PARTIES to this AGREEMENT shall use best efforts to promptly circulate to one another all CITY regulatory interpretations that present issues pertinent to the concerns of the DISTRICT.

IV. LEGAL AUTHORITY

4.01 The PARTIES represent, warrant, assure and guarantee that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution, ordinance or action passed or taken, to enter into this AGREEMENT and to perform the responsibilities herein set out.

V. PERMITTING REVIEW PROCESS

5.01 For the DISTRICT’s construction activities during the term of this AGREEMENT, the PARTIES agree to utilize the processes and procedures set out in this ARTICLE V.

5.02 Master Planning.

a. The District agrees to and shall assign a representative to attend the applicable Master Development Plan (“MDP”) meetings. The MDP meetings provide information regarding master planning and future or contemplated development within the City and County. Duties of this representative shall include, but not be limited to, the following:

- i. cooperating with the CITY in developing comprehensive community/neighborhood plans to identify appropriate new school sites taking into consideration, among other things, right-of-way and other easements for authorized CITY projects;
- ii. cooperating with the CITY in identifying the potential and then pursuing joint site facility development to safeguard the community investment at the lowest cost possible for both the CITY and DISTRICT;

- iii. cooperating with the CITY in the development of cooperative plans between the PARTIES on re-use and redevelopment of existing facilities and sites; and
- iv. the DISTRICT shall provide the name(s) of the designated individual(s) to the CITY Representative. This representative shall be a DISTRICT Official and be competent in city planning, construction and code compliance issues.

b. A school or schools may be constructed at any location designated “residential” on any currently valid Preliminary Overall Area Development Plan (“POADP”) or Master Development Plan or on any Master Development Plan filed after the date of this AGREEMENT without the need for modifying and resubmitting the POADP or the Master Development Plan to reflect the exact location of the school or schools within the subject Development. This subsection shall not prevent the CITY requiring that streets near school sites be upgraded to Collector Street status in accordance with the City’s current regulations.

5.05 Preliminary Plan Review. All new construction and major renovations shall require a preliminary plan review. During the design phase of a project, CITY shall provide personnel with the expertise and authority to interpret codes, ordinances and regulations, resolve disputes, and evaluate requested modifications and/or alternative methods of construction. The DISTRICT shall respond to code issues raised by applicable CITY Departments pertaining to construction code compliance, traffic, driveway and parking lot layout, fire protection, landscaping, trees, historic preservation, drainage, stormwater detention and floodplain, platting, zoning, utility extension or upgrades, and other such areas of CITY’s authority and control. Any requests for alternative methods of construction, materials or code interpretations must be submitted in writing by the DISTRICT to the CITY’s Representative, who shall approve or deny the request by written response within ten (10) business days. With DISTRICT’S consent, CITY may extend the review period when necessary to accommodate the magnitude of the review.

5.06. Permit Plan Submission, Review, and Building Permit Issuance, Courtesy Inspections in Annexation Areas.

a. Permit Plan Submission: A completeness review shall be performed by the School District Plan Review Team within two (2) calendar days.

b. The DISTRICT shall designate an architect or engineer of record for each project who shall be responsible for reviewing and coordinating all submitted documents prepared by others, including deferred submittal items, for compatibility for the design of the building. All dispute resolutions shall be coordinated by either the district representative or the architect or engineer of record. Subcontractors and other interested parties may contact the CITY for project status.

c. After plan completion requirements set out in paragraph 5.04(a) are met, the CITY shall comply with the following initial plan review timeframes on average:

- i. Plan review for new construction or phased remodel projects shall be completed in 18 calendar days;
- ii. Plan review for minor remodel projects and canopies shall be completed in 10 calendar days; and

iii. Plan review for portable buildings shall be completed in 5 calendar days.

d. The fee for any service shall be equivalent to the fee adopted by the CITY for a similar review or inspection of a similar project within the full-purpose city limits of CITY.

e. The DISTRICT shall have the option to request review of building permits under the building codes adopted at the time a bond construction program is approved or to abide by the adopted codes at the time of permitting. The building codes selected will govern all applicable disciplines and shall not exceed one previously adopted code cycle from the time of permitting. Land acquisitions and plat applications shall not be considered in determining the applicable code cycle for building permits.

5.07 Conditional and Limited Building Permits. When Conditional or Limited Building Permits are issued, the DISTRICT acknowledges, represents, and agrees to comply with all applicable codes and the performance requirements associated with the Conditional or Limited Building Permit, and may commence construction and proceed at the DISTRICT's own risk at no cost to the CITY.

a. Conditional Permits shall be issued when the code compliance deficiencies in the plans and specifications are such that future compliance can be clearly identified by the City Inspector on the job. The DISTRICT must satisfy the conditions of the permit prior to requesting a Certificate of Occupancy Inspection.

b. Upon request and if otherwise allowed by law, Limited Permits shall be issued when the code compliance deficiencies cannot be corrected and compliance cannot be achieved without the review of additional information by the CITY. The Limited Permit shall be for a period of 60 to 120 days as required to allow for the submission and review of supplementary information. Construction can proceed during the period of the Limited Permit but must cease if the terms of the Limited Permit have not been complied with during the period of the permit.

c. Any work conducted without the required permit(s) is subject to an additional fee equal to the amount of the permit fee normally required pursuant to the CITY's building code.

d. Upon CITY's acceptance of plans for review, the CITY will review the plans and issue a building permit, a Conditional Building Permit, or a Limited Building Permit upon expiration of the forty (40) day review period set out in this section. The time periods set out in 5.06 shall exclude the time the DISTRICT uses to respond to a deficiency(s) and will resume when the DISTRICT submits revised plans resolving the deficiency(s). After an initial review, a project may require additional reviews. The 40-day review period is the cumulative number of days the CITY has to complete their initial and additional reviews. The DISTRICT will have access to a projects review period by accessing the CITY's database via the Internet or by coordinating with the School Team Manager. If the

40-day review period lapses the CITY will not issue a Conditional Building Permit or a Limited Building Permit if one or more deficiencies exist in the following categories:

- i. Deficient means of egress, including temporary existing facilities,
- ii. Deficient Type of Construction (based on allowable height and area),
- iii. Deficient fire flow,
- iv. Deficient fire department access (fire lanes),
- v. Deficient or missing occupancy separations, or
- vi. Construction over easements

e. To assist DISTRICTS to construct and open schools and other facilities in a timely manner, the City agrees that, notwithstanding Subsection 5.07(d)(vi) above, conditional site-only building permits will be issued to DISTRICTS and DISTRICTS may proceed at their own risk whether or not plat approval shall have been obtained.

5.08 School District Plan Review Team, Annual Accounting and Advisory Committee.

a. Within five working days after the full execution of this AGREEMENT, CITY will form and designate a “School District Plan Review Team,” whose function will be to fulfill the CITY’s permitting, plan review, and other obligations to the DISTRICT under the AGREEMENT.

b. The School District Plan Review Team will be led by a member of the CITY’s Development Services Department (the “School Team Manager) who shall report to a Development Services Assistant Director.

c. The duties of the School District Plans Review Team shall be the first work priority of its members; that is, each member of the School District Plans Review Team shall complete all current work on DISTRICT projects prior to performing work on non DISTRICT projects.

d. Whenever positions on the School Team are being filled by the CITY, the CITY shall provide notice of such fact to all of the DISTRICTS, and the DISTRICTS shall have the right to participate on the selection panel for such School Team members. The CITY shall consider the comments of the DISTRICTS prior to naming new School Team members, but the CITY shall have the sole responsibility and authority to fill such positions.

e. In March of each year, the City Manager’s Office shall perform an annual review of the AGREEMENT and the functioning of the School District Plan Review Team. As part of such annual review, the City Manager’s Office shall solicit the written comments of the DISTRICTS on the efficacy of the School District Plan Review Team. The City Manager’s Office shall prepare a written summary of the findings which are the result of such annual review, and shall provide a copy of such summary to the Director of the Development Services Department, the School Team Manager, and each of the DISTRICTS (at the respective addresses set out on Exhibit A hereto).

f. By March 1st of every year during the term hereof, the CITY shall provide to the DISTRICTS a written accounting for the then previous calendar year setting out: (i) all of the monies paid to the CITY by each of the DISTRICTS, individually, and all of the DISTRICTS, collectively, in fees in connection with the platting, permitting (building or trades), and/or inspection of DISTRICT land, projects, and/or facilities; and (ii) the costs paid by the CITY in connection with such platting, permitting, and inspection. Notwithstanding the foregoing, the current limited searchability of the CITY's platting database will require that a DISTRICT desiring the inclusion of platting fees in this report list in writing to the CITY the plat numbers for all plat applications for which CITY fees might have been assessed in a given reporting year.

g. Representatives of the DISTRICT will meet at a mutually convenient time every January, April, July, and October during the term hereof to (i) assess the efficiency of the efforts of the DISTRICTS and the CITY under this AGREEMENT; (ii) discuss ways to improve the various processes through which DISTRICT projects are platted, permitted, and inspected; and (iii) implement improvements to such processes. The Director of the Development Services Department (or the assistant director, if so designated by the Director) and the head of the School District Plan Review Team, shall also meet during these periods to assess, discuss and implement these same issues. Meetings may be canceled if all parties agree.

5.09. Storm Water Management and Off-Site Improvements. The intent of this section is to provide clarity and flexibility for school participation in the Regional Storm Water Management Program while maintaining the spirit of the Unified Development Code and accounting for school-related constraints and circumstances. For purposes of this AGREEMENT, storm water management matters shall be handled as follows:

a. Storm water and floodplain related design shall be in accordance with Appendix H- Storm Water Design Criteria Manual and Appendix F- Floodplains- Area of Special Flood of the UDC, except as discussed in this section.

b. Submittal requirements are as follows:

- i. The DISTRICT will not be required to submit any engineering studies, nor pay any storm water fees, nor construct any drainage improvements for existing, new, or relocated Portable Buildings.
- ii. Projects shall provide site, grading, and drainage plans (as applicable) for handling and discharging storm water into receiving streets, streams, drainage facilities, etc.
- iii. Any project that results in a net increase of impervious cover of at least 4,301 square feet shall include a storm water management plan with an adverse impact analysis, in accordance with Appendix H of the UDC.
- iv. Any project that results in a net increase of impervious cover of at least 100 square feet but less than 4,301 square feet shall include:
 - A. A memo or letter briefly describing the scope of the project.
 - B. An exhibit showing the change in impervious cover.
 - C. A signed copy of the Regional Storm Water Management Participation (RSWMP) form.

- v. DISTRICT shall submit documentation of the cost of the adverse impact analysis for each project. If the project will not result in an adverse impact downstream and the DISTRICT elects to pay FILO, then the cost of the adverse impact analysis will be reduced from the FILO amount due.
 - A. If the cost of the adverse impact analysis is greater than or equal to the FILO amount, then the DISTRICT will not pay FILO.
 - B. If the cost of the adverse impact analysis is less the FILO amount, then the DISTRICT will pay the FILO minus the cost of the adverse impact analysis.
 - C. The cost for the adverse impact analysis shall not include:
 - 1. Civil design and analysis not directly associated with adverse impact analysis;
 - 2. Survey not directly associated with adverse impact analysis;
 - 3. Platting not directly associated with adverse impact analysis;
 - 4. Flood studies or C/LOMR submittals not directly associated with adverse impact analysis; nor
 - 5. Any other items not directly associated to the adverse impact analysis.
 - D. If the analysis indicates that the project will have an adverse impact downstream and mitigation is required, the cost of the adverse impact analysis will not be reduced from the FILO due. Reference Section 5.09.d- Storm Water Mitigation for information regarding detention, offsite mitigation, and development agreements.
 - vi. See sections 5.09(c) below for exceptions.
- c. Storm Water Planning and Coordination
- i. For renovation of existing school facilities, the DISTRICT may, at no cost, meet and confer with the CITY's Director of TCI or designee to discuss the project and whether there are any known or potential off-site drainage problems downstream or within the same watershed of the project. If CITY and DISTRICT agree that no problem(s) exist and the project will not cause an adverse impact, the provisions of 5.09(b)(iv) may apply.
 - ii. At the request of and at no cost to the DISTRICT, TCI will review storm water management plans, drainage design, and flood studies prior to plat and/or building permit submittals, in an effort to facilitate site planning and expedite plat and permit review.
 - iii. CITY will coordinate with DISTRICT to provide planning information related to CITY storm water infrastructure, reported drainage and flooding issues, and potential CITY projects.
- d. Storm Water Mitigation
- i. If on-site detention is found to be required, it may be constructed onsite or it may be oversized at one or more school sites to accommodate increased runoff from other school sites in the same sub-watershed. Neither sites' development/redevelopment may result in an adverse impact downstream of the respective site. On-site detention may be incorporated into school playgrounds, parking areas, underground, on roofs, Low Impact

Development (LID) features, or as otherwise approved. If on-site detention is not required, participation in the RSWMP by paying the fee-in-lieu-of detention (FILO) will be approved.

- ii. The DISTRICT and CITY may agree to apply the project's FILO to a specific offsite mitigation project within the same watershed. The DISTRICT and CITY may also agree that the DISTRICT design, construct or provide materials for construction of offsite mitigation within the same watershed instead of paying FILO or providing detention. Either of these options would satisfy the requirements of the Regional Storm Water Management Program (RSWMP). Examples of offsite mitigation projects include but are not limited to improvements to street or alley drainage, low water crossings, and drainage channel expansions.
- iii. If there are no suitable options for detention or other mitigation within the same watershed of a project, the CITY and DISTRICT may agree on mitigation at a site in a different watershed.
- iv. Offsite mitigation or detention as described above may be formalized by the CITY and DISTRICT entering into a Development Agreement or other equivalent agreement. The CITY will facilitate the Development Agreement process to avoid unnecessary negative impacts to school projects, construction schedules, and operation of educational facilities.

e. Impervious Cover

- i. The fee-in-lieu-of detention (FILO) will be based on the net increase of impervious cover (roofs, driveways, parking areas, other paved areas, on-site sidewalks, auxiliary buildings, etc.) resulting from construction on the school site, in accordance with Appendix H of the UDC and section 5.09(b). Sidewalks within CITY right-of-way will not be considered in determining increase in impervious cover. If a temporary increase in impervious cover is to occur or does occur during construction (e.g., building a new building to replace existing Portable Buildings) the fees will not be required, provided the temporary increase does not exist for longer than a 30 month period from the start of construction.
- ii. Permeable pavement shall not be counted as impervious cover if designed to store the 2-year, 24-hours storm event as specified in the UDC. Permeable pavement sections typically include a permeable surface material above a porous media with an underdrain that discharges into a pipe system or low area.
- iii. Trails and artificial field turf shall not be counted as impervious cover if designed with porous media and/or an underdrain system.

f. For bond-funded projects, FILO rates will be applied based on the rate structure in effect the date of the election when the bond was approved. For projects funded by means other than a bond, the FILO rate will be applied based on the rate structure in effect the date that project funding was approved. DISTRICT shall provide written evidence of the date of bond approval and/or project approval.

g. Construction activities shall comply with all applicable rules and regulations associated with maintaining compliance with CITY's Texas Pollution Discharge

Elimination System (TPDES) permit.

h. Any questions regarding these drainage provisions shall be directed to the TCI Storm Water Engineering Manager. Appeals of any decision shall be made to the CITY's Director of TCI or his designee.

5.10 Landscaping; Tree Preservation; Parking.

a. Except as provided in Section 5.16 below, DISTRICTS shall comply with the City's then current Tree Preservation Ordinance

b. DISTRICTS will not be required to plant any landscaping for existing, new or relocated Portable Buildings.

c. Each DISTRICT will be allowed to fulfill any replanting and/or mitigation requirements by planting or replanting trees and/or other landscaping of equivalent value on sites that such DISTRICT owns or leases.

d. Upon application of the DISTRICT and with approval of the CITY, parking lot shading and other landscaping requirements may be modified as may reasonably be necessary to enhance the efficiency of security cameras and/or lighting. For existing campuses, tree credits may be utilized for the purpose of required parking lot shading and street trees at a ratio of 10 tree credits to 1 inch.

e. For existing campuses, DISTRICTS are permitted to use tree credits owned by the DISTRICTS to meet up to 50% of the tree canopy requirements at a ratio of 3 tree credits to 1 inch.

f. Landscaped areas shall be irrigated with a system that is suitable for the type of plantings installed. An irrigation system will be required on projects when any one (1) of the following are used to meet the requirements of this chapter:

- i. An area greater than two thousand (2,000) square feet of new landscape;
or
- ii. More than twenty (20) trees will be installed; or
- iii. Projects which exceed four thousand three hundred (4,300) square feet of impervious surface.
- iv. Xeriscape will be permitted with the following provisions;
 - A. All shrubs are classified as xeriscape (drought resistant) plants
 - B. All trees meet the above outlined requirements
 - C. A plant establishment plan is outlined and approved to include proper watering schedule and methods.

If an irrigation system is not required as above, a hose bib must be installed within one-hundred and fifty (150) feet of the newly installed plant material. A two (2) year watering schedule shall be submitted and gator bags or other alternative proposed for new

plantings. The CITY may conduct a follow up inspection within three (3) years to verify installed plant material is still in place.

g. For a limited area of development, only the identified limits of construction shall be reviewed for tree preservation and canopy requirements on a platted lot.

h. Upon mutual AGREEMENT of the DISTRICT and the CITY, each DISTRICT shall have the discretion to reduce maximum parking requirements for existing schools based on the following health, safety and general welfare issues:

- i. any parking regulations in force and effect which may impact the vehicle traffic on and around the school property;
- ii. the type of construction being undertaken by the DISTRICT at the location in question and what, if any, increase or decrease in vehicular traffic can be anticipated from the final construction; and
- iii. any other relevant information known or that is made known.

i. DISTRICTS shall be exempt from maximum allowable parking limitations except those imposed by reason of location within Edwards Aquifer Recharge Zoning Districts (“ERZD”) provided that the maximum number of parking spaces per school campus shall not exceed the following: elementary schools – 275, middle schools – 400, high schools – 1,275. The minimum number of parking spaces per school campus shall be in accordance with the CITY’s Unified Development Code.

j. Required Security Under Section 35-437 of the Unified Development Code (“UDC”): During the term of this AGREEMENT, CITY will not require DISTRICT to post a performance bond, letter of credit, trust AGREEMENT, cash or other form of security in favor of CITY normally required under Section 35-437 of the UDC and related provisions; provided that in lieu of posting such security, DISTRICT provides CITY with a formal Resolution passed and approved by its Board of Trustees assuring construction, within three years, of all items that would normally be the subject of the security. The resolution shall be delivered to CITY prior to recordation of the plat. The assurances provided under the resolution shall survive any termination of this AGREEMENT and failure of DISTRICT to comply with the assurances to complete the construction as resolved by the DISTRICT’s Board of Trustees, shall be considered a breach of this AGREEMENT. Upon breach, CITY may pursue any and all legal and equitable remedies available to it.

5.11 Sidewalk, Bike Facility Requirements and Street Cuts.

a. Sidewalks and bike facility requirements at existing schools or other DISTRICT facilities need not be brought to current Unified Development Code standards, except in conjunction with additions or renovations of a value exceeding thirty-five percent (35%) of the fair market value of the entire property being renovated. Each DISTRICT shall send a letter to the CITY department charged with enforcement of its sidewalk requirements upon each occasion that such DISTRICT relies on this provision, specifying the exceptions claimed and the basis therefor. The CITY shall have the option of requiring the DISTRICT to include a formal appraisal, an informal appraisal, or no

appraisal of the entire property as an element of this submission, as circumstances warrant.

b. New sidewalks and/or bike facilities shall be provided in connection with the construction of new facilities on an existing lot or campus in accordance with the CITY's Unified Development Code.

c. Nothing in this section shall be construed as invalidating or limiting the requirements of the Americans with Disabilities Act and Texas Accessibility Standards.

d. Unless specifically excluded or modified by this AGREEMENT, all work performed by the School District within the City right-of-way which involves cutting any City Street shall be subject to the terms and conditions of this AGREEMENT, and shall also be in accordance with the Right-of-Way Ordinance, Utility Excavation Criteria Manual (UECM), Texas Manual on Uniform Traffic Control Devices (TMUTCD), State and Federal statutes, standard provisions, and all other applicable City drawings and specifications except for the exemptions as outlined above. The following procedures shall be followed when a street cut is made:

i. For street cuts performed by the DISTRICT on arterial and collector streets with a Pavement Condition Index (PCI) of 86 or greater, the DISTRICTS may repair the street cuts by using the UECM Asphalt Restoration Variance revision details as shown on sheet 96 and 97 of the UECM Asphalt Restoration Variance.

A. The Street cut and repairs will be allowed without the request of a variance.

B. The asphalt restoration limits will be coordinated with Right of Way Management before work begins and all repairs will be inspected prior to project close out by a member of Right of Way Management to ensure compliance with the UECM Asphalt Restoration Variance Details.

ii. The DISTRICT performing the work shall warrant the street cut for a period of not less than twenty-four (24) months after the date of completion from defects related to installation and/or design. In the event of confirmed defects within such twenty-four (24) month time period, the work shall be repaired by the DISTRICT to a satisfactory condition acceptable to the CITY, in the CITY's reasonable discretion, within thirty (30) calendar days of receipt of notice from the CITY to the DISTRICT. Extra days shall be permitted only for inclement weather and statutory bidding requirements, if any.

e. Districts shall present a list of proposed projects annually or with the passing of a bond package.

i. CITY and DISTRICTS shall look at project location and proposed construction dates to coordinate proposed projects.

A. Prevent construction conflicts.

B. Prevent improvements from being damaged with construction.

5.12 Inspections and Resolution of Disputed Violations and Issuance of Certificates of Occupancy:

- a. CITY shall issue Certificates of Occupancy when all inspections have been made, Code violations corrected and drainage issues are satisfied. The CITY shall issue the DISTRICT a temporary Certificate of Occupancy in accordance with the CITY's building code.
- b. CITY and DISTRICT shall each identify a person to settle disputes arising from disagreements over CITY Code or construction plan violations identified by CITY Inspectors. Upon request of the DISTRICT or CITY, said dispute will be submitted to a representative of CITY's School District Plan Review Team with authority to resolve the dispute, who shall rule on the dispute within 48 hours of its submission. The decision is appealable to the appropriate CITY Board.
- c. On a multiple building project on the same platted site, at DISTRICT's written request, CITY shall issue a permanent Certificate of Occupancy for each individual building as it is completed and ready for occupancy.
- d. CITY inspectors shall not add or change requirements established by the CITY's School District Plans Review Team unless it is a life, health or safety issue. Any action of a field inspector inconsistent with the prior determination of the CITY's School District Plans Review Team shall be resolved by the application of the procedures set out in the current version of the CITY's Standard Operating Procedure ("SOP").

5.13 Portable Buildings. "Portable Buildings" means those structures which (i) are located on real property owned or leased by a District; (ii) are not placed on any permanent foundation; (iii) are designated by the DISTRICT for education related purposes as portable or temporary classroom buildings or for administrative or maintenance purposes. Portable Buildings may either be constructed in accordance with Title 7, Subtitle C, Chapter 1202 of the Texas Occupations Code (Industrialized Portable Building) or constructed in accordance with the technical codes of the CITY (Conventional Portable Building).

- a. New Portable Buildings. Installation of new Portable Buildings shall be in accordance with currently adopted CITY technical codes.
- b. The issuance of building permits for any Industrialized Portable Building may be expedited by the submission of master building plans for the specific type of industrialized structure to the CITY. Upon approval, master plans shall be identified in accordance with a numbering system determined by the CITY. DISTRICT agrees that upon application for an expedited building permit the DISTRICT will identify by number the pre-approved master plan that will be utilized for placing the building on DISTRICT property. The CITY agrees to issue a building permit for said building within five (5) business days of receipt of the application provided there is compliance with all other applicable regulations.

c. Existing Portable Buildings. The PARTIES agrees that upon application for a permit to move an existing Portable Building, that if a DISTRICT can satisfactorily demonstrate to the CITY that a Portable Building has been previously inspected and approved by the CITY, the building may be relocated by the DISTRICT in compliance with subparagraph d below. The CITY agrees to issue a building permit within five (5) business days from receipt of the Foundation Plan and Site Plan for review from DISTRICT.

d. Existing Portable Buildings which have been previously inspected and received a Certificate of Occupancy from the City of San Antonio that are moved within or to another existing school campus or other real property owned or leased by a DISTRICT, without any structural changes other than the new or revised foundation, shall comply with the following procedures:

- i. A building permit or conditional building permit shall be obtained from the CITY prior to moving and setting the Portable Building on the new foundation.
- ii. The CITY shall comply with the initial plan review timeframes listed in Section 5.06(c)iii.
- iii. For Portable Buildings with an occupant load exceeding 50 occupants, stairs and ramps serving the buildings shall be a minimum of 44 inches wide.
- iv. Portable Buildings must be a minimum of 30 feet from the main structure and include interconnected single station smoke alarms for all portables in the vicinity and a wired 2-way communication system at Elementary Schools if any of the following occur:
 - A. the Portable Building occupant load exceeds 50 occupants but is less than 60 occupants.
 - B. the Portable Buildings are located less than 20 feet from adjacent portable buildings.
 - C. Portable Buildings in clusters of 2 or more and located less than 20 feet from adjacent portables will provide a second exit from the landing in the opposite direction of the main exit from the landing. The second provided exit is allowed to discharge onto unimproved surfaces and is to be used for emergency egress only.
- v. The CITY's plan review and inspections of the moved Portable Buildings shall be limited to the following:
 - A. location of building(s) on site with regards to fire department vehicle access; minimum fire hydrant requirements, including minimum number, location and spacing; exterior wall protection requirements; zoning setbacks; and platting considerations (e.g., easements, etc.);
 - B. fire protection system requirements, including fire alarm system installation and monitoring excluding Elementary School portables with an occupant load less than 50;
 - C. structural foundation design and construction, including tie downs and other means of attachment;

- D. means of egress components, including stairs, steps, ramps and railings design; and
 - E. electrical and plumbing service and connections and condensate disposal.
-
- vi. The DISTRICT shall supply a certified design and/or inspection certificate from a licensed structural engineer for the foundation design and construction as well as any other structural component if and when required by the CITY.
 - vii. The CITY shall issue a Certificate of Occupancy for each Portable Building when all inspection items are approved by the applicable inspectors.
 - viii. The fees charged by the CITY to the DISTRICTS for building permits, plan review, inspections, and Certificate of Occupancy for Portable Buildings shall not exceed \$500.00 per site (as distinguished from per building) per year. There shall be no storm water fee, landscaping fee, or any other fee charged by the CITY to the DISTRICTS in connection with such relocated Portable Buildings.
- e. The CITY and DISTRICTS shall work together to identify all existing Portable Buildings that currently do not have record of a Certificate of Occupancy. Once identified, the CITY shall perform Certificate of Occupancy inspections on each of these Portable Buildings in order to determine if a full Certificate of Occupancy can be issued. The fee for these inspections shall be \$100 per site. The CITY's inspection of these existing Portable Buildings will be to identify and correct only life-safety-related deficiencies, not to bring these existing structures into compliance with the City's existing building codes. If no life-safety deficiencies are noted, the City shall issue a Certificate of Occupancy for the Portable Building. The DISTRICTS shall correct noted life-safety deficiencies as directed by the CITY prior to issuance of a Certificate of Occupancy. The DISTRICT may appeal the decision of a CITY inspector as to whether a noted deficiency is life-safety-related in writing to the Director of Development Services. Each DISTRICT shall use good faith efforts to ensure that each existing Portable Building of such DISTRICT shall have a documented Certificate of Occupancy within four years following the execution of this AGREEMENT, in accordance with a schedule that includes at least 25% completed within the first year, 50% completed within the second year, and 75% completed within three years after the execution of this AGREEMENT.
- f. Should a DISTRICT require a Temporary Certificate of Occupancy for one or more Portable Buildings, a Temporary Certificate of Occupancy fee of \$100 per site shall be assessed against such Portable Building(s). A Portable Building Temporary Certificate of Occupancy is valid for a maximum of sixty (60) days. At the end of sixty (60) days, if all items are not corrected and all inspections passed to obtain a permanent Certificate of Occupancy, the DISTRICT shall apply for a new Temporary Certificate of Occupancy which will carry a renewal fee of \$100 per site for a maximum of sixty (60) additional days. The DISTRICT shall work in good faith to obtain a permanent Certificate of Occupancy by correcting all inspection-noted deficiencies as soon as possible.
- g. There shall be no requirement that a DISTRICT must install and maintain skirting around the base of any Portable Building.

h. The City recognizes the Districts as being expert in the behavior and scheduling of student needs relative to restroom breaks and travel distances. The DISTRICTS shall locate each Portable Building within a reasonable distance from accessible restroom facilities for both boys and girls, but in no case shall the maximum distance exceed 750 feet. Every reasonable effort shall be made by a DISTRICT to first locate each Portable Building within 500 feet of restroom facilities before locating a Portable Building beyond that distance.

5.14. Computer Liaison. The DISTRICT and CITY shall each, at their own expense and without access charges to one another, continue to improve the computer linkages for the purpose of submitting plans and specifications for review and for tracking and monitoring the status of plan review, permit approvals, project inspections and certificates of occupancy.

5.15. Project Notices and Dispute Resolution. The architect or engineer submitting plans for a project shall be the primary point of contact for all notices and dispute resolution procedures. However, when a DISTRICT representative deems necessary, the DISTRICT representative may notify the Director of Development Services that further communications should be directed to either the DISTRICT representative or another architect or engineer. However, nothing herein waives the legal requirements that a licensed architect or engineer shall certify plans for a project.

5.16 Vested Rights.

a. DISTRICT and the CITY agree that all renovations and additions to existing DISTRICT facilities shall be subject to the CITY's Building Code for Existing Buildings ("Existing Building Code").

b. DISTRICT and the CITY agree that, in connection with the construction of new DISTRICT facilities on land the DISTRICT has acquired from a property owner, the DISTRICT shall be entitled to any and all rights under Texas Local Government Code Chapter 245 that the property owner had on such project, and such rights shall be deemed transferred with respect to such project from the developer to the DISTRICT.

5.17 Annexation.

a. The PARTIES agree that land, and any associated projects, identified under a CITY Municipal Annexation Plan shall be subject to the rules, regulations and provisions of the Unified Development Code.

b. If the CITY annexes the land on which a DISTRICT is constructing any facilities under one or more permits issued by a County, the DISTRICT may proceed pursuant to such permits and any plans that were approved by the County. The CITY shall conduct its inspections on the basis of such approved plans. The CITY and the DISTRICT'S design and construction team shall meet so that the DISTRICT can advise the CITY regarding: (i) an overview of the project, (ii) the permits already issued by the County, and (iii) the current status of construction. The CITY and the DISTRICT shall negotiate plan reviews, inspections and any applicable fees. The DISTRICT shall provide copies of

any and all County-approved construction documents for CITY retention per the CITY's building codes and applicable law.

c. DISTRICT may request that the CITY perform courtesy construction plan reviews and construction inspections for construction projects which are located within any area which is included now or hereafter in the CITY Three Year Annexation Plan when the reviews or inspections are not otherwise required. CITY agrees that it will perform the courtesy construction plan reviews and construction inspections upon receipt of a request and payment of a fee or fees.

5.18 New Contractor. If a DISTRICT changes contractors during a construction project for any reason, including the default of the original contractor and the replacement of the same with another contractor hired by the surety, any delay resulting from such change shall not have the effect of changing the rules, regulations, and Unified Development Code provisions which govern such construction, provided that the delay resulting from the removal of an existing contractor and the hiring of a replacement does not exceed eighteen (18) months. If such delay exceeds eighteen (18) months, then requests for permit extensions shall be favorably considered to preserve the applicability of the regulations in effect when the project was commenced, subject to the payment of any applicable permit extension fees.

5.19 Water Quality. Notwithstanding any provision of this AGREEMENT, DISTRICT acknowledges, represents, and agrees to comply with all the provisions and performance requirements of Chapter 34, Article VI, Water Quality Control and Pollution Prevention of the City Code in effect when the DISTRICT approves the project. In no case shall that date be prior to the date of this AGREEMENT.

5.20 Tempered Water and Public Facilities. DISTRICTS shall be exempt from the application of Section 419.5 of the International Plumbing Code as adopted by the City of San Antonio, which specifically states "*Tempered Water for Public Hand Washing Facilities*. Tempered water shall be delivered from lavatories and group wash fixtures located in public toilet facilities provided for customers, patrons and visitors. Tempered water shall be delivered through an approved water-temperature limiting device that conforms to ASSE 1070/ASME A112.1070/CSA B125.70 or CSA B125.3."

VI. PUBLIC SERVICES

6.01 The PARTIES agree that cooperation on overlapping functions and activities has and will continue to benefit the public-at-large by saving tax dollars. In further pursuit of this goal of efficiency and in exchange for the considerations offered by CITY to DISTRICT, the DISTRICT, during the term of this AGREEMENT, agrees as follows:

a. DISTRICT will provide CITY with available facilities for use as polling places during municipal elections and for meetings called by community groups. The DISTRICT agrees not to charge a user fee for the use of such facilities but may assess out-of-pocket expenses for utilities, maintenance, security or other costs directly associated with the use. All such use shall otherwise comply with DISTRICT's policy and procedure for the booking, access to and use of the facilities.

b. In a DISTRICT which participates in the After School Challenge Program, the DISTRICT agrees to and shall provide funding to the After School Challenge Program to operate the program for the same number of days as are funded by the CITY. Separate After School Challenge Program Interlocal Agreements with participating districts will be in effect regarding program details, funding, staffing, etc.

c. DISTRICT agrees to and shall, within ten (10) business days of the effective date of this AGREEMENT, designate a coordinator on the DISTRICT's staff who shall attend strategy meetings, called as determined necessary by the CITY, but no more than on a quarterly basis, unless otherwise agreed, at which issues are discussed and plans are made to enter into agreements with the CITY. These agreements will focus on the manner and means to provide joint services to the public. DISTRICT shall hereafter endeavor in good faith to design and implement programs aimed at providing joint services to the public in all areas, which shall include, at a minimum, the following:

- i. feasibility studies on joint use of libraries and other facilities;
- ii. community access to school sites for use of recreational facilities and open space;
- iii. inner-city revitalization projects; and
- iv. funding for the Education Partnership Program.

d. DISTRICT agrees to participate with CITY in providing traffic control devices in certain designated school zones to safeguard the students and other pedestrian traffic as follows:

- i. Whenever a new school is to be located and constructed on, adjacent to, or abutting an existing local B street, collector street, arterial street, or highway, the DISTRICT will be required to fund and install, at its expense, any traffic signals or school zone/pedestrian crossing warning flashers and traffic control devices that are determined necessary by virtue of the increased vehicular and pedestrian traffic anticipated to be generated by or from such school. All work shall be in compliance with the latest editions of the City of San Antonio Standard Specifications for Construction, Standard Details for Construction and the Texas Manual on Uniform Traffic Control Devices. Fully operational systems shall be required prior to acceptance by the CITY.
- ii. For additions or renovations to existing schools, the DISTRICTS will be required to fund and install, at its expense, any traffic signals or school zone/pedestrian crossing warning flashers and traffic control devices as a result of altered or added school zones, reductions or additions of driveways that impact school zone placement, changes to pedestrian traffic patterns, renovations that exceed 35% of the general cost of the building, or addition of occupancy to the existing school. The District will be responsible for providing exhibits, calculations or studies that show no change in traffic patterns or circulation. For areas where new traffic devices are required, the DISTRICT may request reimbursement from the CITY for up to 50% of the direct expenses to be incurred by the DISTRICT to install the signals and/or flashers which are determined necessary by the CITY. To be considered, the DISTRICT must provide the CITY with the following:

- A. a minimum of six (6) months advance notice;
 - 1. City Council approves the Fiscal Year Budget in September of each year, depending on when notice is provided, funding may not be allocated by City Council until the following Fiscal Year;
- B. design plans signed and sealed by an engineer that are in full compliance with the latest editions of the City of San Antonio Standard Specifications for Construction, Standard Details for Construction, and the Texas Manual on Uniform Traffic Control Devices; and
- C. an estimate of probable cost establishing a not-to-exceed amount subject to City Council Approval.

Approved reimbursement requests will be processed after final inspection by the designated CITY representative. The DISTRICT shall submit to the CITY detailed itemized billings of all expenses specifically associated with the construction of the subject traffic control device. The DISTRICT will be reimbursed 50% of the actual expenses submitted by the DISTRICT and agreed upon by the CITY.

VII. CHANGES AND AMENDMENTS

7.01 Except when the terms of this AGREEMENT expressly provide otherwise, any alterations, additions, or deletions to the terms hereof shall only be by written amendment formally approved by the governing body of the PARTIES. Amendments to this AGREEMENT shall be proposed in writing to the other PARTY within 120 days of the expiration of the current one year term.

7.02 It is understood and agreed by the PARTIES hereto that changes in local, state and federal rules, regulations or laws applicable hereto may occur during the term of this AGREEMENT and that the provisions of this AGREEMENT shall prevail but only to the extent that they are not in conflict with federal and state law. If any changes to local rules, regulations, or laws mandate a change in the provisions contained in the AGREEMENT, then the PARTIES shall negotiate, in good faith, and execute, an appropriate amendment of this AGREEMENT within 90 days of the effective date of such change.

VIII. ASSIGNMENTS

8.01 No Party hereto shall transfer, pledge or otherwise assign this AGREEMENT, any interest in and to same, or any claim arising thereunder. This AGREEMENT is not assignable in any respect. Any attempt at transfer, pledge or other assignment shall be void *ab initio* and shall confer no rights upon any third person.

IX. SEVERABILITY OF PROVISIONS

9.01 If any clause or provision of this AGREEMENT is held invalid, illegal or unenforceable under present or future federal, state or local laws, then and in that event it is the intention of the PARTIES hereto that such invalidity, illegality or unenforceability shall not affect any other

clause or provision hereof and that the remainder of this AGREEMENT shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein.

X. ENTIRE AGREEMENT

10.01 This AGREEMENT constitutes the final and entire AGREEMENT between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this AGREEMENT shall be deemed to exist or to bind the parties hereto unless same be in writing, dated subsequent to the date hereof, and duly executed by the parties.

XI. PARTIES BOUND

11.01 This AGREEMENT shall be binding on and inure to the benefit of the PARTIES hereto and their respective legal representatives, successors and assigns, except as otherwise expressly provided herein.

XII. GENDER

12.01 Words of gender used in this AGREEMENT shall be held and construed to include the other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XIII. RELATIONSHIP OF PARTIES

13.01 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 other similar such relationship between them.

XIV. TEXAS LAW TO APPLY

14.01 This AGREEMENT shall be construed under and in accordance with the laws of the State of Texas and all obligations of the PARTIES created hereunder are performable in Bexar County, Texas.

XV. CAPTIONS

15.01 The captions contained in this AGREEMENT are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this AGREEMENT.

XVI. MULTIPLE ORIGINALS

16.01 This AGREEMENT may be executed in multiple originals. The PARTIES agree that it is not necessary for each or every PARTY to execute the same physical document. The AGREEMENT binds the CITY and each individual DISTRICT upon execution of the AGREEMENT by an authorized representative of the CITY and that DISTRICT.

EXECUTED in duplicate originals on this the ____ day of _____, 2020.

CITY OF SAN ANTONIO

**INDEPENDENT
SCHOOL DISTRICT**

Erik Walsh
City Manager

Superintendent

ATTEST:

ATTEST:

Leticia Vacek
City Clerk

Title:

APPROVED AS TO FORM

Andrew Segovia
City Attorney

ATTACHMENT

EXHIBIT A ADDRESSES OF PARTIES

EXHIBIT A
ADDRESSES OF PARTIES

Alamo Colleges District
Dr. Mike Flores, Chancellor
2222 N. Alamo St.
San Antonio; Texas 78215

Alamo Heights Independent School District
Dr. Dana Bashara, Superintendent
7101 Broadway
San Antonio, Texas 78209

East Central Independent School District
Mr. Roland Toscano, Superintendent
6634 New Sulphur Springs Road
San Antonio, Texas 78263

Edgewood Independent School District
Dr. Eduardo Hernandez, Superintendent
5358 W. Commerce Street
San Antonio, Texas 78237

Harlandale Independent School District
Mr. Gerardo Soto , Superintendent
102 Genevieve Drive
San Antonio, Texas 78214

Judson Independent School District
Dr. Jeanette Ball, Superintendent
8012 Shin Oak Dr.
Live Oak, Texas 78233

North East Independent School District
Dr. Sean A. Maika, Superintendent
8961 Tesoro Drive
San Antonio, Texas 78217

Northside Independent School District
Dr. Brian Woods, Superintendent
5900 Evers Road
San Antonio, Texas 78238

San Antonio Independent School District
Mr. Pedro Martinez, Superintendent
141 Lavaca Street
San Antonio, Texas 78210

South San Antonio Independent School District
Ms. Dolores Sendejo, Interim Superintendent
5622 Ray Ellison
San Antonio, Texas 78242

Southside Independent School District
Mr. Mark E. Eads, Superintendent
1460 Martinez-Losoya Road
San Antonio, Texas 78221

Southwest Independent School District
Dr. Lloyd Verstuyft, Superintendent
11914 Dragon Lane
San Antonio, Texas 78252



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving the ranking of the submittals for Request for Competitive Sealed Proposal 20-19 Elolf ES Modernizations & Improvements

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board approve the ranking of the submittals for RFCSP 20-19 Elolf ES Modernizations & Improvements for the hiring of a general contractor to complete the projects as presented in the attachment and delegate the authority to the Superintendent or her designee to execute all contracts and related documents necessary to complete this project.

IMPACT/RATIONALE:

Allows the District to purchase goods and services in accordance with Section 44.031 of the Texas Education Code.

Expenditures are anticipated to be \$3,324,500. Expenditures will be made from 2016 bond funds.

The contract is for a specific project and will expire upon completion of all improvements.

BOARD ACTION REQUESTED:

Approval/Disapproval



MEMORANDUM

May 6, 2020

To: Bill Atkins, Chief Financial Officer

From: J.J. McQuade, Director of Purchasing

RE: Request for Competitive Sealed Proposals (RFCSP) 20-19 Elolf ES Modernizations & Improvements

This proposal was created on behalf of the Office of Facilities Planning. Bid information was posted on the District’s website and in accordance with state law, a notice was published in *The Hart Beat News* on April 3 and April 6, 2020. Submittals were opened on April 28, 2020. The District received seven (7) responses. All submittals were reviewed to determine the capability of each vendor to provide the related services based on the needs of the district.

Vendor	Points	Pricing
Marksman General Contractor	78.74	\$3,324,500
RL Rohde General Contracting	75.91	\$3,071,595
Lee Lewis Construction	75.69	\$3,611,000
Athena Construction Group	70.13	\$3,471,905
Gonzales De La Garza & Assoc.	69.75	\$2,954,705.92
Dawson Construction	62.45	\$3,844,000
LMC Corporation	58.37	\$3,855,833

Expenditures are anticipated to be a one-time cost of \$3,324,500. Expenditures will be made from 2016 bond funds.

This proposal is for the one time purchase of construction services.

It is recommended that the Board of Trustees approve the ranking of the submittals as presented and delegate the authority to the Superintendent or her designee to execute all contracts and related documents necessary to complete this project. The proposed award is 1.02% over the original amount budgeted in the 2016 bond.

All board members, employees and agents involved in the planning, recommending, selecting or contracting of a vendor are reminded of the conflict of interest reporting requirements as mandated in Chapter 176 of the Local Government Code. A copy of Form CIS has been included as an additional attachment. In the event that a conflict exists, the form should be completed and submitted to the Purchasing Department not later than the 7th day after the conflict is identified.

Once a recommendation to make the purchase was established, the prospective vendor was requested to complete a Texas Ethics Commission Form 1295. This requirement became effective on January 1, 2016 and is related to the passage of House Bill 1295 which is now incorporated into the Texas Government Code 2252.908. The form is attached and identifies all interested parties associated with the vendor as it relates to this procurement. Upon approval by the Board of Trustees and issuance of a district purchase order, the form will be posted on the Texas Ethics Commission’s website as required by statute.



MEMORANDUM

Date: May 4, 2020

To: James McQuade
Director of Purchasing

From: Ruben Moreno, 
Director of Facilities Planning

Project: Elolf Elementary – Modernization and Improvements
Re: RFCSP 20-19 Solicitation for General Contractor Recommendation

Submittals for the above noted project have been evaluated by the Department of Facilities Planning and the Design Professionals of record. The Facilities Planning Department presents the evaluation to the Judson ISD Board of Trustees for consideration and approval.

Marksman General Contractor is determined to be the highest ranked General Contractor. Their proposal is \$3,324,500.00 (to include Alternates and Contingency).

Note: For this project, seven vendors submitted proposals.

CC: Dr. Milton R. Fields, III, Deputy Superintendent of Operations and Administration

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship with the vendor in item 3 as described by Section 176.003(a)(2)(A), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

RFCSP 20-19 Elof Elementary
Modernization and Improvement Project



Vendor	Marathon General Contractors	Lee Lewis Construction	Atena Construction Group	LMC Corporation	Dewart Construction	Conlates De La Gerra & Associates	RL Robide General Contracting, Inc.
SUMMARY							
1) Purchase Price (45 Points)	\$3,324,500	\$3,611,000	\$3,471,905	\$3,855,833	\$3,844,000	\$2,954,706	\$3,071,595
Point Value	40	37	38	34	35	45	43
2) Relevant Experience (15 Points)	10	14	8	8	3	4	10
3) Project Management Ability (10 Points)	9	9	8	4	7	7	9
4) Past Performance (10 Points)	0	0	0	0	0	0	0
5) Subcontractors & Suppliers (20 Points)	19.83	16.06	15.9	11.95	17.88	13.75	13.98
TOTAL	78.74	76.49	79.14	67.77	72.48	67.75	75.91
RANK	1	3	4	7	6	5	2
DEPARTMENT RECOMMENDATION							
I have reviewed the submittals for this offering and recommend the following vendor(s) for award:							
Ruben Moreno Director of Facilities Planning		AJ McQuade, CPM Director of Purchasing					
DETAILED SCORE CARD							
1) Purchase Price (45 Points)							
Base Proposal (Base Bid - Kitchen Renovations)	\$2,725,000	\$3,044,000	\$2,855,949	\$3,184,183	\$3,825,000	\$2,402,416.80	\$2,465,895
No. Alternate(s) 1 - Library Renovations	\$740,000	\$280,000	\$310,631	\$112,000	\$330,000	\$24,820.54	\$293,600
No. Alternate(s) 2 - Clinic Relocation and Administration Renovations	\$165,000	\$155,000	\$161,286	\$211,250	\$240,000	\$201,916.32	\$465,000
No. Alternate(s) 3A - New Shade Canopy at Playground	\$15,500	\$30,000	\$18,035	\$18,000	\$34,000	\$19,128.60	\$33,000
No. Alternate(s) 4 - Suspended Floor Slab Over Crawl Space at Kitchen	\$175,000	\$79,000	\$90,488	\$94,500	\$155,000	\$19,032.45	\$100,000
No. Alternate(s) 5 - Security and Access Control at Administration Area	\$34,000	\$38,000	\$35,316	\$39,000	\$40,000	\$40,491.31	\$13,000
Total Proposed Pricing	\$3,324,500.00	\$3,611,000.00	\$3,471,905.00	\$3,855,833.00	\$3,844,000.00	\$2,954,705.92	\$3,071,595.00
The lowest price is given the maximum points as predetermined and stated in the proposal documents. The following formula is then applied to all subsequent pricing. Divide the lowest offer by the amount of the current proposer's offer. Multiply the result by the maximum number of points available. The sum is the number of points awarded to the current proposer in this category.	39.91	36.63	38.23	34.42	34.57	45.00	42.93
2) Relevant Experience (15 Points)							
Experience as a general contractor with specific experience in facilities construction projects of the same or similar type, size, nature and class as the Project being proposed, including work performed in connection with a facility which is occupied and in use during construction, if applicable. Consideration will be given to the number of years of experience, which a Bidder has. Representative projects (dollar value and/or scope) must be submitted as references to include the project name, architect or engineer, cost of the project and the contact person to include phone number. Consideration will only be given to projects which are occupied or substantially complete. Educational Facilities Projects may receive greater consideration.	10	14	8	8	3	4	10
3) Project Management Ability (10 Points)							
The Bidder shall provide evidence of sufficient resources necessary to manage, install and successfully perform the work contemplated under this proposal. Provide a brief profile of the Bidder, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (concurrency, pending mergers, pending litigation, planned office closures or others) that may enhance or impede the Bidder's ability to perform the services.	9	9	8	4	7	7	9
4) Past Performance (10 Points)							
Past performance will be considered in the evaluation process, including but not limited to, the following: Ability of Bidder to remain on schedule. Cooperation with Owner of project and staff. Proper and timely coordination of all trades and support personnel in completing the project. Minimum number of major deficiencies on the substantial completion punch list. Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness. Consistent demonstration of commitment to excellence in workmanship. Safety record.	0	0	0	0	0	0	0
5) Subcontractors & Suppliers (20 Points)							
The Bidder shall submit a schedule of proposed Subcontractors for this Project. The Bidder should be capable of submitting resumes and references for each Subcontractor listed, if requested by Owner.	19.83	16.06	15.9	11.95	17.88	13.75	13.98
TOTAL	78.74	76.49	79.14	67.77	72.48	67.75	75.91
RANK	1	3	4	7	6	5	2

RFCSP 20-19 Elolf Elementary
Modernization and Improvement Project



Vendor	Markem General Contractors	Lee Lewis Construction	Athens Construction Group	LMC Corporation	Dawson Construction	Gonzales De La Garza & Associates	RL Rolde General Contracting, Inc.
1) Purchase Price (45 Points)							
Base Proposal (Base Bid - Kitchen Renovations	\$2,725,000	\$3,044,000	\$2,855,949	\$3,184,183	\$3,025,000	\$2,402,416.80	\$2,465,595
No. Alternate(s) 1 - Library Renovations	\$280,000	\$280,000	\$310,631	\$312,000	\$350,000	\$254,820.54	\$293,000
No. Alternate(s) 2 - Clinic Relocation and Administration Renovations	\$165,000	\$155,000	\$161,286	\$211,250	\$240,000	\$201,916.32	\$165,000
No. Alternate(s) 4A - New Shade Canopy at Playground	\$15,500	\$30,000	\$18,035	\$18,900	\$34,000	\$19,128.60	\$33,000
No. Alternate(s) 5 - Suspended Floor Slab Over Crawl Space at Kitchen	\$135,000	\$79,000	\$90,488	\$94,500	\$155,000	\$35,932.45	\$100,000
No. Alternate(s) 6 - Security and Access Control at Administration Area	\$34,000	\$23,000	\$35,516	\$35,000	\$40,000	\$40,491.21	\$15,000
Total Proposed Pricing	\$3,324,500	\$3,611,000	\$3,471,905	\$3,855,833	\$3,844,000	\$2,954,705.92	\$3,071,595
The lowest price is given the maximum points as predetermined and stated in the proposal documents. The following formula is then applied to all subsequent pricing. Divide the lowest offer by the amount of the current proposer's offer. Multiply the result by the maximum number of points available. The sum is the number of points awarded to the current proposer in this category.	39.91	36.63	38.23	34.42	34.57	45.00	42.93
2) Relevant Experience (15 Points)							
Experience as a general contractor with specific experience in facilities construction projects of the same or similar type, size, nature and class as the Project being proposed, including work performed in connection with a facility which is occupied and in use during construction, if applicable. Consideration will be given to the number of years of experience, which a Bidder has. Representative projects (dollar value and/or scope/size) must be submitted as references to include the project name, architect or engineer, cost of the project and the contact person to include phone number. Consideration will only be given to projects which are occupied or substantially complete. Educational Facilities Projects may receive greater consideration.	10	14	8	8	3	4	10
3) Project Management Ability (10 Points)							
The Bidder shall provide evidence of sufficient resources necessary to manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Bidder, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Bidder's ability to perform the services.	9	9	8	4	7	7	9
4) Past Performance (10 Points)							
Past performance will be considered in the evaluation process, including but not limited to, the following: Ability of Bidder to remain on schedule. Cooperation with Owner of project and staff. Proper and timely coordination of all trades and support personnel in completing the project. Minimum number of major deficiencies on the substantial completion punch list. Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness. Consistent demonstration of commitment to excellence in workmanship. Safety record.	0	0	0	0	0	0	0
5) Subcontractors & Suppliers (20 Points)							
The Bidder shall submit a schedule of proposed Subcontractors for this Project. The Bidder should be capable of submitting resumes and references for each Subcontractor listed, if requested by Owner.	19.83	16.06	15.9	11.95	17.88	13.75	13.98
TOTAL	78.74	75.69	70.13	58.37	62.45	69.75	75.91
RANK	1	3	4	7	6	5	2



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving the ranking of the engineering firms for services related to the material testing phase of the construction at Eloff ES

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees approve the ranking of the engineering firms to provide services for the material testing phase of the construction at Eloff ES. It is further recommended that the Board of Trustees delegate the authority to the superintendent or her designee to execute contracts upon successful negotiations.

IMPACT/RATIONALE:

Allows the district to procure professional services in accordance with §2254.004 of the Texas Government Code and comply with Board Policy CV (LOCAL).

Expenditures will be paid from 2016 Bond Funds.

The contracts will be for a specific projects and will expire upon their completion.

BOARD ACTION REQUESTED:

Approval/Disapproval



MEMORANDUM

May 6, 2020

To: Bill Atkins, Chief Financial Officer

From: JJ McQuade, C.P.M., Director of Purchasing

RE: RFQ 16-08 Engineering Services for Material Testing Services for Elolf Elementary School

A Request for Qualifications for engineering services was completed in 2016 in order to develop a pool of highly qualified providers that would be available as specific projects become necessary. A pool of 49 firms responded with statements of qualifications. For this project, nine (9) firms have been identified as able to provide the services required by the District. A thorough review has been conducted and each firm has been ranked according to their qualifications. Approval of this ranking will allow the superintendent or his designee to attempt to negotiate a contract for a fair and reasonable price with the top-ranked provider. In the event that an agreement cannot be reached, all negotiations will cease with that vendor. At that point, an attempt will be made to negotiate with the next highest ranked vendor and so on until an agreement is reached.

Firms in order of ranking:

1. Alpha Testing
2. PSI
3. RKCI
4. Terracon
5. Fugro
6. Arias
7. Rock Engineering
8. HVJ
9. Drash

All board members, employees and agents involved in the planning, recommending, selecting or contracting of a vendor are reminded of the conflict of interest reporting requirements as mandated in Chapter 176 of the Local Government Code. A copy of Form CIS has been included as an additional attachment. In the event that a conflict exists, the form should be completed and submitted to the Purchasing Department not later than the 7th day after the conflict is identified.

Expenditures are estimated to be \$35,000 to \$60,000. Expenditures will be made from 2016 bond funds.

This contract will be for a specific project and will expire upon its completion.

It is recommended that the Board of Trustees approve the ranking as presented in the attachment.



MEMORANDUM

Date: April 30, 2020

To: James McQuade
Director of Purchasing

From: Ruben Moreno 
Director of Facilities Planning

Project: Elolf Elementary – Modernization and Improvements
Materials Testing Services

Re: RFQ 16-08 B - Engineering Consultant Services

Below are the rankings for Material Testing Services based on the RFQ 16-08 (B). Also included are supporting documentation. The office of Facilities Planning found Alpha Testing to be the highest ranked firm. The cost to procure these services is approximately \$35,000.00 to \$60,000.00.

Rankings are as follows:

1. Alpha Testing
2. PSI
3. RKCI
4. Terracon
5. Fugro
6. Arias
7. Rock Engineering
8. HVJ
9. Drash

CC: Dr. Milton (Rob) Fields, Deputy Superintendent of Operations & Administration

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day
of _____, 20 _____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

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- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

04-30-2020 JUDSON ISD RFQ EVALUATION FORM RFQ 16-08 B - ENGINEERING CONSULTANT SERVICES for Material Testing Services - Elof Elementary M&I	Alpha Testing	Arias	Drash	Fugro	HVJ Associates	PSI	RKCI	Rock Engineering	Terracon

1) Firm's Establishment									
Number Of Years In Business (5 Points Possible)	5	5	2	5	5	5	5	5	5
Subtotal	5	5	2	5	5	5	5	5	5

2) General Information									
Submitted Requested Information (3 Points Possible)	3	3	3	3	3	3	3	3	3
Subtotal	3	3	3	3	3	3	3	3	3

3) Disclosure Forms									
Felony Disclosure Statement (1 Point)	1	1	1	1	1	1	1	1	1
Subtotal	1	1	1	1	1	1	1	1	1

4) Firm Background and Staff (30 Points)									
i. Number of employees in firm locally:	10	10	10	8	10	10	10	8	10
ii. Total of employees in firm all locations	1	0	0	1	1	1	1	1	1
a. Number of Registered Engineers	10	10	10	10	10	11	11	10	10
b. Number of Draftsmen/CAD/Designers/EITs/Interns/Inspectors	1	1	3	4	2	5	5	1	1
c. Others certified or licensed professionals	0	0	1	0	5	1	1	1	1
d. Administrators	1	1	1	1	1	1	1	1	1
Subtotal	23	22	25	24	29	29	29	22	24

5) Building Information Modeling (BIM)									
Only when applicable. (10 Points Possible)	NA								
Subtotal	0	0	0	0	0	0	0	0	0

6) Insurance Claims									
Claims asserted against your within the past five years? (Y = Yes) (N = No)	N	Y	N	N	N	N	N	N	N

7) Personnel Qualifications									
Project Manager (3 Points Possible)	3	3	3	3	3	3	3	3	3
Subtotal	3	3	3	3	3	3	3	3	3

8) Organizational Structure									
Organizational Chart: (2 Points Possible)	2	2	2	2	2	2	2	2	2
Subtotal	2	2	2	2	2	2	2	2	2

9) Completed Projects (see guideline for appropriate criteria)									
Projects (10 Points Possible)	10	10	0	8	6	8	9	10	9
Subtotal	10	10	0	8	6	8	9	10	9

10) Current Workload									
Current Workload Availability (10 Points Possible)	10	4	6	9	0	5	5	4	8
Subtotal	10	4	6	9	0	5	5	4	8

11) Technical Certification									
Geologist, TxDOT 14.2.1, TxDOT 14.4.1 (3 points)	3	3	3	0	0	3	1	0	1
Subtotal	3	3	3	0	0	3	1	0	1

12) Technology/Electronic Expertise									
Ability to Meet Requirements (Y = Yes, N = No)	Y	Y	Y	Y	Y	Y	Y	Y	Y

13) RFQ Submission									
Organization of RFQ (3 Points)	2	2	2	2	2	2	2	2	2
Subtotal	2	2	2	2	2	2	2	2	2

14) Interview (Optional)									
Maximum (20 Points)	n/a								
Subtotal	0	0	0	0	0	0	0	0	0

TOTAL	62	55	47	57	51	61	60	52	58
RANK	1	6	9	5	8	2	3	7	4



Meeting Date: May 14, 2020

Submitted By: Marco Garcia

Title: Assistant Superintendent of Human Resources

Agenda Item: Consider and take possible action regarding approving the new staffing request for the Director of Instructional Technology

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board approve the requested new staffing request for the Director of Instructional Technology (AP 507). The new position would result in an Instructional Materials Allotment fund cost of approximately \$91,109.64.

IMPACT/RATIONALE:

New and Additional Staffing Request			
Department/ Campus	New Staffing Position Requested	Justification	Annual Budget Impact with Benefits
Curriculum and Instruction	Director of Instructional Technology at Pay Grade AP 507	The position of Director of Instructional Technology would direct the district’s instructional technology program, and facilitate the effective use of technology tools in instructional programs. The director would develop short and long-term plans for the integration of technology into the instructional program. The COVID-19 closures have exposed a critical need for a more significant shift in instructional delivery systems which will incorporate technology at a much greater magnitude than pre- COVID-19 instruction. The Director of Instructional Technology would lead this shift in magnitude of instructional delivery.	\$ 91,109.64 (IMA Funds)
Total Annual IMA Budget Impact			\$ 91,109.64

BOARD ACTION REQUESTED:
Approval/Disapproval



JOB DESCRIPTION	
Title	Director of Instructional Technology
Department	Curriculum and Instruction
Reports To	Assistant Superintendent of Curriculum and Instruction
Compensation	AP 507
Days	226
	Revised 5/6/20

PRIMARY PURPOSE:

The Director of Instructional Technology directs and manages the district’s instructional technology program. Also develops and implements districtwide technology-based staff development and training programs to facilitate the effective use of technology tools in instructional programs. The director contributes to the development of short- and long-range plans for the integration of technology into the instructional program.

QUALIFICATIONS

Education and Certification Requirements

- Master's degree, education field preferred
- Valid Texas Driver’s License
- Candidate must have satisfactory outcome of fingerprinting background check. Non-refundable fee (approximately \$50.00) paid by the employee.

Special Knowledge/Skills

- Knowledge of technologies available for use in instructional setting
- Strong organizational, communication (written and oral), and interpersonal skills
- Knowledge of curriculum design and implementation
- Ability to develop and deliver technology training to adult learners
- Knowledge of instructional software applications

Experience

- Minimum of three years of teaching experience preferred
- Minimum of three years of working with instructional software

MAJOR RESPONSIBILITIES AND DUTIES:

(The following statements describe the general purpose and responsibilities assigned and should not be construed as an exhaustive list of all responsibilities, skills, efforts, or working conditions that may be assigned or skills that may be required.)

- Oversee the development and implementation of a comprehensive staff development plan for the use of instructional technology in the classroom.
- Provide staff development to teachers and administrators in the use of teaching techniques that incorporate technology in the delivery of existing curriculum.
- Provide leadership and technical expertise to principals and other district personnel in the planning, implementation, and evaluation of effective instructional technology throughout the district.



- Work cooperatively with other curriculum development staff to effectively integrate technology into the instructional curriculum.
- Coordinate the writing of curriculum for technology-based programs.
- Develop and implement a continuing evaluation of the instructional technology program and implement changes based on the findings.
- Compile cost estimates used in the budgeting process and administer the instructional technology budget ensuring that program is cost-effective and funds are managed prudently.
- Coordinate the selection of instructional technology equipment and software. Maintain a database of all instructional software and licensing in the district.
- Provide expertise in developing bids for purchase, distribution, maintenance, and installation of hardware, software, and other technological equipment and materials used for the instructional programs.
- Assist in the development of policies and procedures regarding instructional technology issues.
- Compile, maintain, and file all physical and computerized reports, records, and other documents required.
- Comply with policies established by federal and state law, State Board of Education rule, and local board policy.
- Follow district safety protocols and emergency procedures.
- Train, supervise, and evaluate instructional technology staff and make recommendations relative to assignment, retention, discipline, and dismissal.
- Develop training options and improvement plans for instructional technology personnel to ensure best operation of programs.
- Discuss program requirements and sources of funds available with administrative personnel.
- Attends workshops and conferences to remain current on legislation and guidelines.
- Maintain a consistent professional demeanor and appearance.
- Ensure compliance with the Texas Educator's Code of Ethics.
- Daily attendance and punctuality at work are essential functions of the job.

Supervisory Responsibilities:

Assigned personnel

Equipment Used:

- Office equipment – personal computer, printer, calculator, multi-line telephone, software programs and peripherals, copier, fax, and other equipment applicable to position.
- Communication equipment – radio communication equipment, cellular telephone
- Video monitoring equipment

Working Conditions:

Mental Demands:



- Maintain emotional control under stress
- Work with frequent interruptions

Physical Demands:

- Frequent: Sitting, standing, walking, climbing stairs and/or ramps, balancing, stooping, kneeling, crouching, crawling, pulling, pushing, reaching, repetitive hand motions, hearing, speaking clearly, visual acuity, distinguishing colors, driving, traveling.
- Occasional: Lifting, moderate, 15-44 pounds; carrying, moderate, 15-44 pounds

Environmental Factors:

- Frequent exposure to: temperature extremes (hot and cold), humidity extremes, noise, low or intense illumination, vibration
- Occasional exposure to: biological hazards (communicable diseases, bacteria, insects, mold, fungi, etc.), work outside, work around moving objects or vehicles, work on uneven surfaces, work alone, work prolonged or irregular hours.

Nondiscrimination Statement:

The Judson School District considers applicants for all positions without regard to race, color, national origin, age, religion, sex, marital or veteran status, the presence of a medical condition, disability, or any other legally protected status.

Employee Acknowledgement:

*I acknowledge the receipt and review of the attached job description. My signature below indicates I have been informed of the expectations, duties and responsibilities of the position. I understand the position and employment are contingent upon the continued availability of **Instructional Materials Allotment funds** and is not guaranteed beyond the current school year.*

Printed Name

Date

Signature



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving a Resolution regarding District Operations during the COVID-19 event

CONSENT ITEM

RECOMMENDATION:

That the Board of Trustees approve the attached resolution regarding District Operations during the COVID-19 event.

IMPACT/RATIONALE:

Approval of the attached resolution clarifies that the District is not closed as defined in Board Policy DEA (Local) and that the District must continue to operate through altered operations in order to serve students and that employees may be required to perform work at the direction of their supervisors and District administrative leaders. It clarifies that employees will continue to receive their normal rate of pay for their normal schedule. It stops the premium pay for all employees except those that may be designated as hazardous positions by the Superintendent. It also extends the resolution approved March 19, 2020 except as modified or supplemented by this resolution.

BOARD ACTION REQUESTED:

Approval/Disapproval

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
JUDSON INDEPENDENT SCHOOL DISTRICT
SECOND RESOLUTION—COVID-19 VIRUS**

WHEREAS, the Judson Independent School District Board of Trustees recognizes that officials in the United States, State of Texas, City of San Antonio, and Bexar County have declared an emergency regarding the potential spread of coronavirus/COVID-19 (hereafter “COVID-19”) and that the territory included in Judson Independent School District is within the areas where an emergency has been declared; and,

WHEREAS, the Judson Independent School District Board of Trustees recognizes that the Governor of the State of Texas has declared a public health disaster; and,

WHEREAS, the Judson Independent School District Board of Trustees recognizes that COVID-19 continues to be 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 continue to follow in the coming days and weeks; and,

WHEREAS, the Judson Independent School District Board of Trustees recognizes that this COVID-19 pandemic is an ever-changing and fluid situation requiring plans and altered operations significantly different from any situation ever experienced by the District; and

WHEREAS, the COVID-19 situation and resulting disaster and emergency declarations have caused a significant disruption to normal operations in the District which is unprecedented and not adequately addressed or contemplated in District Policies; and

WHEREAS, the Judson Independent School District Board of Trustees 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 continue to be prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19; and,

WHEREAS, the Board of Trustees of the Judson Independent School District recognizes that there is a substantial public purpose in providing to its students an educational program through distance/remote learning and other services to the extent possible, including but not limited to food services; and,

WHEREAS, the Board of Trustees of the Judson Independent School District recognizes that, although District campuses and/or facilities may remain closed, in whole or part, the District must continue to serve students, certain operations must continue, and the Board must take certain actions and make certain delegations to continue such operations; and,

WHEREAS, the Board of Trustees of the Judson Independent School District recognizes that while District campuses and/or facilities may remain closed, and while the District may have suspended on-site District operations, the District must continue to operate through alternative methods in order to serve students; and,

WHEREAS, the Board of Trustees of the Judson Independent School District recognizes that to continue to serve students, District employees are expected to perform work at the direction of their supervisors and District leaders under circumstances different than the usual job site and manner of performance; and,

WHEREAS, the Board of Trustees of the Judson Independent School District seeks to retain its employees, reduce turnover, increase morale, facilitate efficient operation of educational activities, and facilitate the return to duty of employees if schools are closed and/or if the District is operating under altered operations and believes that an additional public purpose exists in doing so;

WHEREAS, the Board of Trustees of the Judson Independent School District believes the public purposes described above are fulfilled by efficiently and effectively making additional 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 Judson 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 continue to be prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19; and,

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds a public purpose also exists in retaining its employees, reducing turnover, increasing morale, facilitating the efficient operation of educational activities, and facilitating the return to duty of employees if schools are closed and/or if the District is operating under altered operations; and,

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that there is a substantial public purpose in providing to its students an educational program through distance/remote learning and other services to the extent possible, including but not limited to food services; and,

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that while District campuses and/or facilities may remain closed, in whole or part, the District must continue to serve students and certain operations must continue and that the Board must take certain actions and make certain delegations to continue such operations; and,

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that while District campuses and/or facilities may remain closed, and while the District may be suspending on-site District operations, the District must continue to operate through altered operations in order to serve students; and,

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds a public purpose exists in altering normal operations so that District campuses and/or facilities may remain closed, in whole or part, but that students shall continue to be served and thus employees may be required to perform work at the direction of their supervisors and District administrative leaders; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District ends, effective immediately upon the passage of this Resolution, the period of emergency closure as defined in Board Policy DEA (Local), and, instead determines that while District buildings and facilities remain closed, the District shall operate through altered operations in order to continue to serve students and that such altered operations shall not constitute an emergency closure as defined in Board Policy DEA (Local); and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that all employees who were eligible to receive their compensation under the emergency closure previously declared by the March 19, 2020 Resolution of the Board shall continue to receive their compensation at their normal rate of pay for their normal schedule; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that non-exempt employees who are required to report to duty shall not receive additional pay, effective immediately, except as may be determined by the Superintendent as set forth below. Nothing in this provision shall be construed to prohibit paying non-exempt employees overtime when required by law; and

FURTHER RESOLVED THAT in furtherance of the public purposes so stated in this Resolution, the Board of Trustees of the Judson Independent School District makes the following supplemental delegations to the Superintendent in order to efficiently and effectively continue to prepare the school district and continue to serve students in response to the declarations of emergency announced by the City of San Antonio and Bexar County, the Governor's declaration of a public health disaster, as well as in preparation for the potential additional declarations of emergencies by local, state, national, and/or international officials:

- (1) The authority to determine and implement plans, as necessary and as may change, of altered operations so that all or some District campuses and facilities may remain closed, but the District may continue to provide services to students by requiring employees to work at the direction of their supervisors and/or District administrative leaders;
- (2) The authority to determine work schedules, compensation, and remote/telework or in-person work assignments for employees during the time of altered operations;
- (3) The authority to increase compensation, in whole or part, during the time of altered operations to non-exempt employees (including law enforcement officers) whom the Superintendent determines may, due to the conditions of their assignments, warrant additional compensation;
- (4) The authority to continue to develop and implement a program of distance/remote learning for students during any time of emergency closure and/or altered operations;

- (5) The authority to waive, suspend, and/or alter, as well as revise and implement any and all District Board Policies relating to grading and promotion during this period of altered operations;
- (6) The authority, in accordance with any state decisions, to determine when the District shall resume normal operations;
- (7) The authority, if necessary, to determine that a subsequent emergency closure or closures as defined by Board Policy DEA (Local) may be necessary and to implement such emergency closures; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District ratifies the Superintendent's request for waiver of teacher appraisal requirements and authorizes the Superintendent to develop and implement a plan for teacher appraisals consistent with the approved waiver; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District waives Board Policies DN and DNB to the extent determined necessary by the Superintendent and authorizes the Superintendent to develop and implement a plan for appraisals of campus administrators and all other personnel for the 2019-2020 school year; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District suspends and abates all timelines for District personnel to hold hearings or issue responses in Board Policies DGBA, FNG, and GF given the remote working conditions and so that District personnel can focus on serving students until such time as the District resumes normal operations; however timelines and deadlines to file grievances or appeals as stated in Board Policies DGBA, FNG, and GF are not suspended or abated; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that during this time of altered operations, District administrative offices are considered closed and its physical offices are considered closed for purposes of a public health and epidemic response; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that in furtherance of the public purpose of continuing to serve students, during this time of altered operations, for purposes of Texas Education Code 11.1513(d) related to posting of vacancies only, a day that the District is offering remote instruction to students is considered a school day; and

FURTHER RESOLVED THAT the Board of Trustees of the Judson Independent School District finds that despite the closure and time of altered operations, at the time of this Resolution, the 2019-2020 last instructional day for students and last duty day for employees remains unchanged but that the Board of Trustees recognizes that the fluid and changing circumstances may require later changes and delegates such authority to the Superintendent; and

FURTHER RESOLVED THAT the Board of Trustees Resolution of March 19, 2020 remains in effect except as may be modified or ~~suppl~~ replaced by this Resolution.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Judson Independent School District during a Board Meeting on May ____, 2020. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____ Nays: _____ Abstentions: _____

To certify which, witness my hand and the official seal of the District this ____ day of May, 2020.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees



Meeting Date: May 14, 2020

Submitted By: Rebecca Robinson
Title: Deputy Superintendent of Teaching and Learning

Agenda Item: Consider and take action regarding approving update to FMH(LOCAL) STUDENT ACTIVITIES COMMENCEMENT

CONSENT ITEM

RECOMMENDATION:

The Board approve the update to FMH(LOCAL)

IMPACT/RATIONALE:

The change in this policy delegates the authority to the Principal to clear obligations to the school and the district.

BOARD ACTION REQUESTED:

Approval/Disapproval

PROPOSED REVISIONS

Commencement Exercises

To be eligible to participate in commencement activities and ceremonies, a student shall meet all state and local graduation requirements, including all applicable state testing. [See EI, EIF]

Requirements

Students participating in commencement exercises shall:

1. Clear all obligations to the school and the District; [clearance of all district and campus obligations shall be at the principal's discretion;](#)
2. Be present at practice sessions, unless prior arrangements are made with the principal;
3. Wear the appropriate clothing as specified by the principal; and
4. Conduct themselves in an acceptable manner during practice sessions and the ceremony.

Former Board Member Participation

Persons who have previously served on the Board shall be allowed to present the diploma to a relative at the annual ceremonies.



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving the transfer of certain bond proceeds from Proposition 2 to Proposition 1 of the Districts 2016 Bond Election in order to complete various items associated with the Olympia Elementary Upgrade and Elolf Elementary Upgrade.

CONSENT ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees approve the transfer of Bond Proceeds for Proposition 2 to Proposition 1 of the Districts 2016 Bond Election in order to complete various items associated with the Olympia Elementary Upgrade and Elolf Elementary Upgrade.

IMPACT/RATIONALE:

The bid for Olympia Elementary Upgrade project was over budget by 61% and the bid for Elolf Elementary Upgrade was over budget by 1%.

Wortham Oaks Elementary has been completed for over year and the project has been closed out, but there are remaining funds. The District would like to transfer \$1,600,000 in excess funds from Wortham Oaks Elementary project, proposition 2, and increase Olympia Elementary project proposition 1 by \$1,300,000 and increase Elolf Elementary project proposition 1 by \$300,000.

BOARD ACTION REQUESTED:

Approval/Disapproval



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving the resolution approving the Real Estate Sales Contract and the purchase of a 6 acre tract of real property, more or less, out of that 32.599 acre tract described in deed to Pamela Sue Swain Webb, et al, recorded in Volume 12685, Page 430 of the Official Public Records of Bexar County, Texas and situated in the Vincente Micheli Survey No. 114, Abstract 462, County Block 5019, Bexar County Texas, and authorizing a signatory for the transaction.

CONSENT ITEM

RECOMMENDATION:

I move the Board adopt the Resolution prepared by Counsel for the District, approving the Real Estate Sales Contract and the purchase of a 6 acre tract of real property as described in the Resolution, authorizing Mr. William Atkins, CFO, to act on behalf of the Board to tender the purchase price for the Property and execute all documents necessary to close the transaction, and instructing the Secretary to append a copy of such signed Resolution to the Official Minutes of this Meeting.

IMPACT/RATIONALE:

The Veterans Memorial High School will be built-out beginning with the 20-21 school year. As this campus grows the campus will not have enough parking for staff and students who may drive to school. The current site does not have any location that could be used for construction of additional parking. This 6 acres would provide the District the area to construct additional parking for students and staff. The purchase price that has been negotiated is \$450,000.

BOARD ACTION REQUESTED:

Approval/Disapproval

**JUDSON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
RESOLUTION TO PURCHASE REAL PROPERTY**

WHEREAS, pursuant to Texas Education Code section 11.151, the Board of Trustees of the Judson Independent School District (“District”) is authorized to acquire and hold real and personal property;

WHEREAS, the Board of Trustees of the Judson Independent School District is currently acquiring real property to meet the educational needs of the students residing in the District;

WHEREAS, the following described real property (“Property”) is necessary to meet the educational needs of the students residing in the District:

A 6.000 acre, or 261,360 square feet more or less, tract of land out of that 32.599 acre tract described in deed to Pamela Sue Swain Webb, et al, recorded in Volume 12685, Page 420 of the Official Public Records of Bexar County, Texas, situated in the Vincente Micheli Survey No. 114, Abstract 462, County Block 5019, Bexar County, Texas. Said 6.000 acre tract being more fully described by metes and bounds in **Exhibit A-1** and depicted on the survey drawing in **Exhibit A-2** both of which are attached hereto and incorporated by reference

WHEREAS, the District desires to move forward in approving and entering into a sales agreement for the purchase of the Property; therefore,

Be it resolved,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board of Trustees of the Judson Independent School District approves the Real Estate Sales Contract executed by William Atkins, CFO, and authorizes the purchase of the Property.
3. That the Board of Trustees of the Judson Independent School District authorizes the Chief Financial Officer, William Atkins, to move forward with the purchase of the Property, including tender of the purchase price of the Property, the amount of closing and other costs to the title company for payment to the Seller of the Property; and to execute the closing documents and all other documents necessary to effect the purchase of the Property.
4. That it is hereby found, determined and declared that sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Judson Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

[Signatures on following page.]

FINALLY PASSED AND ADOPTED this ____ day of May 2020.

By: _____
Renée A. Paschall, Board President

ATTEST:

By: _____
Lynette Perez, Secretary

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Judson Independent School District during a regularly scheduled meeting on May ____, 2020. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: ____
Noes: ____
Abstentions: ____

To certify which, witness my hand this ____ day of May, 2020.

By: _____
Renée A. Paschall, Board President

THE STATE OF TEXAS §
 §
COUNTY OF BEXAR §

ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Renée A. Paschall, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Judson Independent School District; that she was authorized to execute such instrument pursuant to Resolution of the Board of Trustees adopted on May ____, 2020; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of May, 2020.

Notary Public, State of Texas

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date (“Effective Date”) of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company’s signature before the Earnest Money Deadline provided in section A.1 for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: PAMELA SUE SWAIN WEBB, INDIVIDUALLY
THE L. D. WEBB TRUST
THE CODY GLEN WEBB TRUST
THE CASEY NICOLE WEBB TRUST
Address: 1400 Ocean Drive, Apt. 204A
Corpus Christi, Texas 78404-2114

Seller’s Attorney: Chad M. Upham
Address: Brock Upham Yost, PLLC
616 E. Blanco Road, Suite 202B
Boerne, Texas 78006
Phone: 830-816-9033
Fax: 830-584-0774
E-Mail: chad@buy-lawfirm.com

Buyer: THE BOARD OF TRUSTEES OF THE JUDSON INDEPENDENT
SCHOOL DISTRICT
Address: 8012 Shin Oak
San Antonio, Texas 78233
Phone: 210-945-5402
Fax: 210-945-6900
E-Mail: jgangawer@judsonisd.org

Type of entity: Independent School District and political subdivision of the State of Texas

Buyer’s Attorney: WALSH GALLEGOS TREVIÑO RUSSO & KYLE, P.C.
Winifred H. Dominguez
Address: 1020 N.E. Loop 410, Suite 950
San Antonio, Texas 78209
Phone: 210-979-6633
Fax: 210-979-7024
Email: wdominguez@wabsa.com

Property: A 6.000 acre, or 261,360 square feet more or less, tract of land out of that 32.599 acre tract described in deed to Pamela Sue Swain Webb, et al, recorded in Volume 12685, Page 420 of the Official Public Records of Bexar County, Texas, situated in the Vincente Micheli Survey No. 114, Abstract 462, County Block 5019, Bexar County, Texas. Said 6.000 acre tract being more fully described by metes and bounds in **Exhibit A**, and depicted on the survey drawing in **Exhibit A-2**, both of which are attached hereto and incorporated by reference.

Such conveyance shall include any improvements located on the 6.0 +/- acre tract; and although conveyed by implication as part of the 6.0 +/- acre tract, the Property the conveyance shall specifically include Seller's right title and interest in all of the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths and horizons beneath the surface of the Property, excluding underflow or flow in a defined subterranean channel, owned by Seller on the date of this Real Estate Sales Agreement ("Seller's Groundwater Rights") and include all existing Edwards Aquifer Authority (E.A.A.) permitted Base Irrigation Rights allocated to the Property, out of the Initial Regular Permit No. P103-522 (BE00262), recorded under Document No. 20080230021-1, of the Official Public Records of Bexar County, Texas (the "Permit"), as amended or modified, as applicable, insofar as it pertains to the Groundwater Rights herein conveyed.

Title Company: Alamo Title Company
Address: 924 Coronado Blvd.
Universal City, Texas 78148
Phone: 210-659-6747
Fax: 210-249-5108

Purchase Price: FOUR HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$450,000.00)

Earnest Money: FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00).

County for Performance: Bexar County

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

1. Earnest Money Deadline: Three (3) days after the last of the signatures of Buyer and Seller.
2. Delivery of Title Commitment: Twenty (20) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of UCC Search: Not Applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Thirty-five (35) days after the Effective Date.
6. Delivery of Title Objections: Ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. Delivery of Seller's records as specified in Exhibit C and Notices, Statements and Certificates as specified in Exhibit D: Ten (10) days after the Effective Date.
8. End of Inspection Period: Sixty (60) days after the Effective Date.
9. Closing Date: Ninety (90) days after the Effective Date.
10. Closing Time: 4:00 p.m. unless otherwise agreed by Seller and Buyer

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - Special Warranty Deed
 - IRS Non-foreign Person Affidavit
 - Evidence of Seller's authority to close this transaction
 - Lien release, if any, as required by section K(2)(f).
 - E.A.A. Application to Transfer [Water Rights] – Sale
2. At closing, Buyer will deliver the following items:
 - Purchase Price
 - Evidence of Buyer's authority to consummate this transaction
 - Lien release, if any, as required by section K(2)(f).

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared on the form attached as Exhibit E.

C. Exhibits

The following are attached to and are a part of this contract:

- Exhibit A – Metes and Bounds Description of the Property
- Exhibit A-1 – Metes and Bounds Description of the Owner's Property
- Exhibit A-2 – Survey Map of Property
- Exhibit B – Representations; As is, Where is
- Exhibit C – Seller's Records
- Exhibit D – Notices, Statements, and Certificates
- Exhibit E – Form of Special Warranty Deed

D. Purchase and Sale of Property

1. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. **Seller and Buyer agree that this Agreement shall not be binding upon or enforceable against Buyer until the Board of Trustees of the Judson Independent School District has approved this Agreement in a properly noticed open meeting of the Board of Trustees.**

2. Seller agrees to sell and convey to the Buyer all permitted Base Irrigation Rights allocated to the Property to be conveyed herein, out of the 32.599 acre-feet per annum of Edwards Aquifer Permitted Base Irrigation Groundwater allocated to the 32.598 acre tract located in the V. Nicholi Survey No. 114, Abstract 462, County Block 5019 in Bexar County, Texas, said 32.598 acre tract being more particularly described by metes and bounds as in **Exhibit A-1**, in the E.A.A. Initial Regular Permit No. P103-522 (BE00262), recorded under Document No. 20080230021-1, of the Official Public Records of Bexar County, Texas (the "Initial Permit"), as amended or modified, as applicable, insofar as it pertains to the Groundwater Rights herein conveyed (the "Withdrawal Rights"). The Withdrawal Rights include all of the real and personal property rights, appurtenances,

hereditaments, licenses, and contracts, if any, related to or pertaining to the Groundwater underlying the Property, as amended or modified, as applicable, insofar and only to the extent as it pertains only to the Groundwater underlying the Property, including, but not limited to:

a. all of the real and personal property rights, appurtenances, authorities, licenses, consents, and contracts, if any, relating to or pertaining to the Groundwater underlying the Property, which will also include all common-law property rights in and to the Groundwater as well as those rights or interests that now or in the future may be useful or necessary to withdraw or otherwise beneficially use the Groundwater Rights (the “Appurtenant Rights”);

b. all permit rights (including the right in and to the Permit to the extent that the Permit relates to the Groundwater Rights) allowing for possession, withdrawal, or use of the Groundwater Rights (the “Permit Rights”); and

c. all other rights to withdraw and beneficially use the Groundwater, Appurtenant Rights, or Permit Rights, together with all modifications, amendments, renewals, extensions, or successor or substitute permits relating to any of the above-described items.

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company’s requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer’s own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* “Title Commitment” means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The “effective date” stated in the Title Commitment must be after the Effective Date of this contract. “Title Policy” means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* “Survey” means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Buyer, Seller and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

4. *UCC Search.* Not applicable.

5. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2 and legible copies of the instruments referenced in the Title Commitment and Survey by the deadline stated in section A.5. Buyer will cause the Survey, if required, to be delivered by the deadline stated in section A.3.

6. *Title Objections.* Buyer has until the deadline stated in section A.6 (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller’s Records.* Seller will deliver to Buyer copies of Seller’s records specified in Exhibit C, or otherwise make those records available for Buyer’s review, by the deadline stated in section A.7.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

a. Buyer may not unreasonably interfere with existing operations or occupants of the Property;

b. Buyer must notify Seller in advance of Buyer’s plans to conduct tests so that Seller may be present during the tests;

c. if the Property is altered because of Buyer’s inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;

d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and

e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer’s Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

H. Representations

The Seller’s representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all

contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, Seller will convey the Property to Buyer in its damaged condition and assign to Buyer all of Seller's rights under any property insurance policies covering the Property.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination.*

a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, within five (5) days of receipt of Buyer's termination notice, Title Company shall deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

- b. *To Seller.* If Seller terminates this contract in accordance with Seller's right to terminate due to Buyer's default, Buyer will, within five (5) days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.
2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:
- a. *Closing Documents.* The parties will execute and deliver the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.
- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.
2. *Transaction Costs.*
- a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the Permit Recording and Application Fee to transfer EAA Water Permit; the costs to record all documents to cure Title Objections agreed to be cured by Seller; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.5.; and Seller's expenses and attorney's fees. Seller will pay at closing all EAA Groundwater Authority fees on the use of the Groundwater Rights, if any, before the date of the closing; subsequent Groundwater Authority fees for the Permit rights conveyed to Buyer shall be the responsibility of Buyer.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

(1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.

(2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.

e. *Post-closing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make post-closing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

f. *Brokers' Commissions.* Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer. If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated

damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date within ten (10) days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may as its sole and exclusive remedy terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

3. *Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money, in the case of Buyer's default, and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract 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 contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, [electronic mail] 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. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given if the attorneys have been identified by the parties.

2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.

3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.

4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County for Performance, except as otherwise provided by applicable law. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this contract.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.
11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.
13. *Confidentiality.* The parties will keep confidential this contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist Buyer to investigate the Property or either party to close this transaction.
14. *Electronic Signatures.* This Agreement may be executed in counterparts, each of which is deemed an original, but such counterparts, when taken together, shall constitute one agreement. This Agreement may be executed by a party's signature transmitted by electronic means, including by facsimile or e-mail ("Electronic Means"), and copies of this Agreement executed and delivered by Electronic Means have the same force and effect as copies executed and delivered with original signatures. All parties hereto may rely upon signatures transmitted by Electronic Means as if such signatures were originals. Any party executing and delivering this Agreement by Electronic Means, at the request of any other party, shall promptly deliver a counterpart signature page of this Agreement containing said party's original signature. A signature page transmitted by Electronic Means may be introduced into evidence in any proceeding arising out of or related to this Agreement as if it were an original signature page.

(COUNTERPART SIGNATURE PAGES FOLLOW.)

**SELLER'S COUNTERPART SIGNATURE PAGE
REAL ESTATE SALES CONTRACT SWAIN TO JUDSON ISD**

SELLER:

PAMELA SUE SWAIN WEBB, INDIVIDUALLY
THE L. D. WEBB TRUST
THE CODY GLEN WEBB TRUST
THE CASEY NICOLE WEBB TRUST

By: _____
Pamela Sue Swain, Individually, and as Trustee of the L.
D. Webb Trust, the Cody Glen Webb Trust; and the
Casey Nicole Webb Trust

Date: _____

**BUYER'S COUNTERPART SIGNATURE PAGE
REAL ESTATE SALES CONTRACT SWAIN TO JUDSON ISD**

BUYER:

BOARD OF TRUSTEES OF THE
JUDSON INDEPENDENT SCHOOL DISTRICT

By: _____
William Atkins, Chief Financial Officer

Date: _____

Title Company acknowledges receipt of Earnest Money in the amount of \$5,000.00 and a copy of this Contract executed by both Buyer and Seller.

ALAMO TITLE COMPANY

By: _____

Name: _____

Title _____

Date: _____

EXHIBIT A

DESCRIPTION OF THE PROPERTY

A 6.000 acre, or 261,360 square feet more or less, tract of land out of that 32.599 acre tract described in deed to Pamela Sue Swain Webb, et al, recorded in Volume 12685, Page 420 of the Official Public Records of Bexar County, Texas, situated in the Vincente Micheli Survey No. 114, Abstract 462, County Block 5019, Bexar County, Texas. Said 6.000 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a found ½” iron rod with a cap marked “Flores” at the southwest corner of said 32.599 acre tract and the north end of the west terminus of Wagon Road, a nominal 30’ right-of-way, on an east line of Lot 2, Block 3 of Evans Road High School Subdivision recorded in Volume 9708, Pages 75-83 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 08°42'41" E, departing the north right-of-way line of said Wagon Road, with the west line of said 32.599 acre tract and an east line of said Lot 2, a distance of 435.60 feet to a found ¾” iron pipe at the northwest corner of said 32.599 acre tract and a reentrant corner of said Lot 2;

THENCE: N 59°21'15" E, with the northwest line of said 32.599 acre tract and a southeast line of said Lot 2, a distance of 631.99 feet to a set ½” iron rod with a yellow cap stamped "Pape-Dawson";

THENCE: S 08°42'41" W, departing the northwest line of said 32.599 acre tract and a southeast line of said Lot 2, over and across said 32.599 acre tract, a distance of 634.10 feet to a set ½” iron rod with a yellow cap stamped "Pape-Dawson" on the south line of said 32.599 acre tract, on the north right-of-way line of said Wagon Road, from which a found ½” iron rod at the south end of the cutback corner at the intersection of the north right-of-way line of said Wagon Road and the southwest right-of-way line of Evans Road, an 86-foot public right-of-way, bears N 76°13'27” E, a distance of 1902.61 feet;

THENCE: S 76°13'27" W, with the south line of said 32.599 acre tract and the north right-of-way line of said Wagon Road, a distance of 528.88 feet to the POINT OF BEGINNING and containing 6.000 acres in Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9050-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.

DATE: April 13, 2020

JOB NO. 9050-20

DOC. ID. N:\Survey20\20-9000\9050-20\Word\9050-20 FN 6.000 AC.docx

**EXHIBIT A-1
LEGAL DESCRIPTION OF
OWNER'S 32.598 ACRE TRACT**

CB 5019 P-11B ABS 462

A 32.599 acres out of the V. Nicholi Survey No. 114, Abstract 462, County Block 5019, in Bexar County, Texas, and being more particularly described as follows:

BEGINNING: At a set ½" iron pin in the southwest right-of-way line of Evans Road, said point being the north end of the Evans Road-Wagon Road cut-off, and also the Point of Beginning;

THENCE: Along the Evans Road-Wagon Road cut-off, S11°17'21"W, a distance of 49.42 feet to a set ½" iron pin in the northwest right-of-way line of Wagon Road, said point being the south end of the Evans Road-Wagon Road cut-off;

THENCE: Along the northwest right-of-way of Wagon Road, S76°43'00"W, a distance of 2,432.93 feet to a set ½" iron pin, said point being the most southerly corner of this tract;

THENCE: Departing the northwest right-of-way of Wagon Road, N09°16'00"E, a distance of 435.84 feet to a found iron pipe for an angle point;

THENCE: Along the north line of said tract, N59°49'00"E, a distance of 1,419.75 feet to a set ½" iron pin for an angle point;

THENCE: N59°41'00"E, a distance of 318.63 feet to a found ½" iron pin, said point being along the southwest right-of-way of Evans Road;

THENCE: Along the southwest right-of-way of Evans Road, S49°06'00"E, a distance of 1,065.04 feet to the Point of Beginning and containing 32.599 acres of land.

EXHIBIT A-2 SURVEY MAP OF PROPERTY LOCATION



EXHIBIT B

REPRESENTATIONS; AS IS, WHERE IS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller has authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
8. *Possession.* On the Closing Date, no persons will be in possession of any part of the Property as lessees, tenants at sufferance or trespassers.
9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.
10. *No Warranty.* Seller has made no warranty except the limited warranty of title in connection with this contract.

B. “As Is, Where Is”

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER’S REPRESENTATIONS TO BUYER SET FORTH IN SECTION A OF THIS EXHIBIT B.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

EXHIBIT C

SELLER'S RECORDS

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.:

Governmental

governmental licenses, certificates, permits, and approvals

tax statements for the current year

notices of appraised value for the current year

records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

soil reports

environmental reports

engineering reports

prior surveys

site plans

Documentation records and registration information regarding conveyance or lease of Seller's Initial Groundwater Withdrawal Rights associated with Permit No. P103-522 (BE00262), recorded under Document No. 20080230021-1, of the Official Public Records of Bexar County, Texas, that are not filed of record.

EXHIBIT D

NOTICES, STATEMENTS, AND CERTIFICATES

The following notices, statements, and certificates shall be delivered by Seller to Buyer by the deadline set out in section A.7:

Notice concerning the bonded indebtedness of, or rates to be charged by, a utility or other special district, described in sections 49.452 and 54.016(h)(4)(A) of the Texas Water Code, with the form of notice to be used being dependent on whether the property is (1) located in whole or in part within the extraterritorial jurisdiction of one or more home-rule municipalities but is not located within the corporate boundaries of a municipality, (2) located in whole or in part within the corporate boundaries of a municipality, or (3) not located in whole or in part within the corporate boundaries of a municipality or the extraterritorial jurisdiction of one or more home-rule municipalities

Seller's disclosure of the location of pipelines under the surface of unimproved property to be used for residential purposes, described in section 5.013 of the Texas Property Code

Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code

Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code

Notice containing the sale of property located outside the limits of a municipality that the property may now or later be included in the extraterritorial jurisdiction of a municipality and may now or later be subject to annexation by the municipality, described in section 5.011 of the Texas Property Code

EXHIBIT E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: _____

Grantor: PAMELA SUE SWAIN WEBB, INDIVIDUALLY
THE L. D. WEBB TRUST
THE CODY GLEN WEBB TRUST
THE CASEY NICOLE WEBB TRUST

Grantor's Mailing Address: 1400 Ocean Drive, Apt. 204A
Corpus Christi, Texas 78404-2114
Nueces County

Grantee: BOARD OF TRUSTEES OF THE JUDSON
INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address: 8012 Shin Oak
San Antonio, Texas 78233
Bexar County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements):

[PROPERTY DESCRIPTION Including Groundwater underlying the Property and the associated Permit Rights and Appurtenances]

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: [PERMITTED EXCEPTIONS]

Rights previously transferred by Buyer, **Napco Precast LLC**, in a document recorded in Vol. 13422 Pages 1774-1780 of the Bexar County Deed Records

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through, or under

Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**
[Name of Grantor]

THE STATE OF TEXAS }
 }
 } ACKNOWLEDGMENT
COUNTY OF BEXAR }

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she is the _____ of _____; that he/she was authorized to execute such instrument; and acknowledged to me that he/she executed the same for the purposes and consideration herein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2018.

EXHIBIT ONLY - NOT FOR SIGNATURE
Notary Public, State of Texas

Return to Grantee's Address:
Judson Independent School District
8012 Shin Oak
San Antonio, Texas 78233
Attention: Superintendent of Schools



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Consider and take action regarding approving the resolution approving the sale of real property described as a 0.402 of one acre parcel of land out of the Antonio Amador Survey, Abstract Number 1177, Bexar County, Texas, and being a portion of Lot 1, Block 1, Judson Independent School District New Converse Elementary School, a subdivision of record in volume 9577, page 98, Plat Records of Bexar County, to the State of Texas, acting by and through the Texas Transportation Commission, for \$49,306.80 plus cost of the conveyance, delegating authority to the Superintendent to execute the necessary Contract and granting signatory authority for closing documents to the Board President.

CONSENT ITEM

RECOMMENDATION:

I move the Board approve the proposed Resolution to sell the 0.402 acre tract of land described therein to the State of Texas acting by and through the Texas Transportation Commission, for \$49,306.80 plus costs of conveyance, and authorize the Board President to execute the proposed Deed, proposed Possession and Use Agreement for Transportation Purposes, and proposed Memorandum of Agreement, and any other documents necessary to affect the conveyance of the property, all as set forth in said Resolution.

IMPACT/RATIONALE:

The Texas Department of Transportation will be widening FM 1516 in front of Converse Elementary school. In order to facility the improvements additional Right of Way is needed from adjacent land owners. The parcel is about 47 feet wide the length of the property. The original offer for purchase was \$37,924 and through negotiations was increased to the \$49,306. The marquee have to be replaced and compensation for this is included in the price.

Staff recommends approval as the District will benefit from the Road improvements that will increase the safety of staff and students that travel this roadway. The final price is also a fair price for the property and sign.

BOARD ACTION REQUESTED:

Approval/Disapproval

**JUDSON INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
RESOLUTION FOR SALE OF REAL PROPERTY**

WHEREAS, pursuant to Texas Education Code section 11.151, the Board of Trustees of the China Spring Independent School District (“District”) is authorized to acquire and hold real and personal property;

WHEREAS, pursuant to Texas Local Government Code section 272.001(b)(5), the Board of Trustees of the District is authorized to sell or exchange real property with a governmental entity with the power of eminent domain;

WHEREAS, the State of Texas, Texas Transportation Commission (“State”) is a governmental entity with the power of eminent domain;

WHEREAS, the State of Texas notified the District that it intended to file a Petition for Condemnation on behalf of the State of Texas, as necessary, to acquire the following property owned by the District for highway purposes (the “Property”):

Being a 0.402 of one acre parcel of land out of the Antonio Amador Survey, Abstract Number 1177, Bexar County, Texas, and being a portion of Lot 1, Block 1, Judson Independent School District New Converse Elementary School, a subdivision of record in volume 9577, page 98, Plat Records of Bexar County, as more particularly described by metes and bounds in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes.

WHEREAS, the Board of Trustees has determined that the Property is only incidental to its use of the adjacent District property and not necessary for the construction of facilities to meet the current and foreseeable needs of the District for educational purposes;

WHEREAS, the State has submitted an offer to the District to purchase the Property without the necessity of a condemnation proceeding based on a current appraisal of the Property;

WHEREAS, in order for the District to avoid the expense of litigation associated with a condemnation proceeding, the District and the State have negotiated and agreed on a fair market value of the Property;

WHEREAS, the Property shall be conveyed by the District to the State for \$49,306.80 (which represents the agreed fair market value of the Property), plus costs of the conveyance, including, but not limited to closing costs with a title company and any other incidental expenses necessarily incurred in transferring title to the property to the State;

WHEREAS, because a conveyance of this Property by the District to the State is pursuant to the State’s power of eminent domain, and because the Property is not an unused or underused district facility, the Board of Trustees has determined that the requirements of § 11.1542 do not apply; **NOW THEREFORE:**

BE IT RESOLVED THAT,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That it is hereby found, determined and declared that the fair market value of the Property is \$49,306.80.

3. The Board of Trustees authorizes the Superintendent or her designee, to move forward with the sale of the Property to described in Exhibit A to the State of Texas for a purchase price of \$49,306.80, including negotiation and final execution of a Memorandum of Agreement or other Contract as approved by Counsel for the District, for sale of the Property on behalf of the Board and execution of all other documents necessary to complete the sale, with the exception of execution of the Deed.

4. The Board of Trustees authorizes the President of the Board of Trustees to execute the Deed to the Property as required by statute and any other documents necessary to complete the sale of the of Property, not executed by the Superintendent or her designee.

5. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Judson Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this ___ day of May, 2020.

By: _____
Renée A. Paschall, President, Board of Trustees of the
Judson Independent School District

ATTEST:

By: _____
Lynette Perez, Secretary, Board of Trustees of the
Judson Independent School District

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Judson Independent School District during a regularly scheduled meeting on May ___, 2020. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Noes: _____
Abstentions: _____

To certify which, witness my hand this ___ day of May, 2020.

By: _____
Renée A. Paschall, President, Board of Trustees of the
Judson Independent School District

STATE OF TEXAS

§

ACKNOWLEDGMENT

§

COUNTY OF BEXAR

§

BEFORE ME, a Notary Public, on this day personally appeared Renée A. Paschall, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Judson Independent School District; that she was authorized to execute such instrument; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of May, 2020.

Notary Public, State of Texas

Exhibit A
Legal Description of the Property

County: Bexar
Parcel No.: 24
Project: FM1516
CSJ: 1477-01-044
Limits: From FM78 To IH 10
Half AVO: 31943A

Page 1 of 7
March 21, 2019

PROPERTY DESCRIPTION FOR PARCEL 24

BEING A 0.402 OF ONE ACRE (17,512 SQUARE FEET) PARCEL OF LAND OUT OF THE ANTONIO AMADOR SURVEY, ABSTRACT NUMBER 1177, BEXAR COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK 1, JUDSON INDEPENDENT SCHOOL DISTRICT NEW CONVERSE ELEMENTARY SCHOOL, A SUBDIVISION OF RECORD IN VOLUME 9577, PAGE 98, PLAT RECORDS OF BEXAR COUNTY, TEXAS (P.R.B.C.T.); SAID LOT 1 HAVING BEEN CONVEYED TO JUDSON INDEPENDENT SCHOOL DISTRICT IN A GENERAL WARRANTY DEED FROM R. CLARK & CATHERINE ANTONE, DATED DECEMBER 29, 2006, OF RECORD IN VOLUME 12615, PAGE 2442, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS (O.P.R.B.C.T) AND IN A GENERAL WARRANTY DEED FROM CHERYL ANTONE KOVAL AND CHRISTOPHER KOVAL TO JUDSON INDEPENDENT SCHOOL DISTRICT DATED DECEMBER 29, 2006, OF RECORD IN VOLUME 12615, PG. 2449, O.P.R.B.C.T; SAID 0.402 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for an angle point in the southerly line of said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, same being the southeasterly corner of a 2.660 acre tract described in said Volume 12615, Page 2442; said point being 298.68 feet left of proposed F.M. 1516, Engineer's Centerline Station (E.C.S.) 170+40.44, said point having coordinates of N= 13,729,184.74 and E=2,188,541.09;

THENCE, with the southerly line of said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, North 71°49'37" West (CALLED North 71°51'55" West) , a distance of 303.14 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 76.00 feet left of proposed F.M. 1516 E.C.S. 168+62.16, for the northeasterly corner and **POINT OF BEGINNING** of the tract described herein, said point having coordinates of N=13,729,279.28 and E=2,188,253.07;

1) **THENCE**, continuing with the southerly line of said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, North 71°49'37" West (CALLED North 71°51'55" West), a distance of 78.94 feet to a calculated point in the existing easterly right-of-way line of F.M. 1516 (a variable width right-of-way), for the southwesterly corner of said Lot 1 and the southwesterly corner of the tract described herein;

2) **THENCE**, with the existing easterly right-of-way line of F.M. 1516, with the westerly line of said Lot 1, North 21°44'34" West (CALLED North 22°11'33" West 276.22 feet), a distance of 275.47 feet to a calculated point, from which a 1/2-inch iron rod found with yellow cap stamped "GE REEVES" bears, North 56°16'35" West, a distance of 0.63 feet;

EXHIBIT "A"

County: Bexar
Parcel No.: 24
Project: FM1516
CSJ: 1477-01-044
Limits: From FM78 To IH 10
Half AVO: 31943A

Page 1 of 7
March 21, 2019

PROPERTY DESCRIPTION FOR PARCEL 24

BEING A 0.402 OF ONE ACRE (17,512 SQUARE FEET) PARCEL OF LAND OUT OF THE ANTONIO AMADOR SURVEY, ABSTRACT NUMBER 1177, BEXAR COUNTY, TEXAS, AND BEING A PORTION OF LOT 1, BLOCK 1, JUDSON INDEPENDENT SCHOOL DISTRICT NEW CONVERSE ELEMENTARY SCHOOL, A SUBDIVISION OF RECORD IN VOLUME 9577, PAGE 98, PLAT RECORDS OF BEXAR COUNTY, TEXAS (P.R.B.C.T.); SAID LOT 1 HAVING BEEN CONVEYED TO JUDSON INDEPENDENT SCHOOL DISTRICT IN A GENERAL WARRANTY DEED FROM R. CLARK & CATHERINE ANTONE, DATED DECEMBER 29, 2006, OF RECORD IN VOLUME 12615, PAGE 2442, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS (O.P.R.B.C.T) AND IN A GENERAL WARRANTY DEED FROM CHERYL ANTONE KOVAL AND CHRISTOPHER KOVAL TO JUDSON INDEPENDENT SCHOOL DISTRICT DATED DECEMBER 29, 2006, OF RECORD IN VOLUME 12615, PG. 2449, O.P.R.B.C.T; SAID 0.402 OF ONE ACRE BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-inch iron rod found for an angle point in the southerly line of said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, same being the southeasterly corner of a 2.660 acre tract described in said Volume 12615, Page 2442; said point being 298.68 feet left of proposed F.M. 1516, Engineer's Centerline Station (E.C.S.) 170+40.44, said point having coordinates of N= 13,729,184.74 and E=2,188,541.09;

THENCE, with the southerly line of said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, North 71°49'37" West (CALLED North 71°51'55" West) , a distance of 303.14 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 76.00 feet left of proposed F.M. 1516 E.C.S. 168+62.16, for the northeasterly corner and **POINT OF BEGINNING** of the tract described herein, said point having coordinates of N=13,729,279.28 and E=2,188,253.07;

1) **THENCE**, continuing with the southerly line of said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, North 71°49'37" West (CALLED North 71°51'55" West), a distance of 78.94 feet to a calculated point in the existing easterly right-of-way line of F.M. 1516 (a variable width right-of-way), for the southwesterly corner of said Lot 1 and the southwesterly corner of the tract described herein;

2) **THENCE**, with the existing easterly right-of-way line of F.M. 1516, with the westerly line of said Lot 1, North 21°44'34" West (CALLED North 22°11'33" West 276.22 feet), a distance of 275.47 feet to a calculated point, from which a 1/2-inch iron rod found with yellow cap stamped "GE REEVES" bears, North 56°16'35" West, a distance of 0.63 feet;

3) **THENCE**, with the existing easterly right-of-way line of F.M. 1516, with the westerly line of said Lot 1, 111.81 feet along the arc of a curve to the right, with a radius of 914.93 feet, a central angle of 07°00'06", and whose chord bears North 18°14'31" West, a distance of 111.74 feet to a (CALLED 113.24 feet along said curve to the right, a radius of 915.37 feet and whose chord bears, North 18°34'33" West, a distance of 113.17 feet) to a calculated point for an angle point in the westerly line of said Lot 1, same being the southwesterly corner of that certain called 2.284 acre tract of land described in a General Warranty Deed from Lucienne L. Chandler to David A. Prinz and wife, Tania L. Prinz, dated September 29, 2008, of record in Document No. 20080214612, of the Official Public Records of Real Property of Bexar County, Texas (O.P.R.R.P.B.C.T); from which point a 3/8-inch iron rod found (bent) bears, South 45°37'03" East, a distance of 5.30 feet;

4) **THENCE**, with the southerly line of said 2.284 acre tract and said westerly line of said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, South 89°02'16" East, (CALLED North 87°46'29" West), a distance of 13.27 feet passing a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 50.00 feet left of proposed F.M. 1516 E.C.S. 164+11.59, in all a total distance of 46.25 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 82.00 feet left of proposed F.M. 1516 E.C.S. 164+20.13, for the northeasterly corner of the tract described herein; from which point a 1/2-inch iron rod found at the southeasterly corner of said 2.284 acre tract, for an angle point in said Lot 1, Block 1, Judson Independent School District New Converse Elementary School bears, South 45°37'03" East, a distance of 5.30 feet;

5) **THENCE**, with said proposed easterly right-of-way line of F.M. 1516, over and across said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, an arc distance of 258.98 feet along a curve to the left, with a radius of 964.00 feet, a central angle of 15°23'34", and whose chord bears South 20°17'13" East, a distance of 258.20 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set** 76.00 feet left of proposed F.M. 1516 E.C.S. 166+99.53;

6) **THENCE**, continuing with said proposed easterly right-of-way line of F.M. 1516, continuing over and across said Lot 1, Block 1, Judson Independent School District New Converse Elementary School, South 27°57'44" East, a distance of 162.64 feet to the **POINT OF BEGINNING** and containing 0.402 of one acre (17,512 square feet) of land within these metes and bounds.

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, South Central Zone 4204 (NAD83/2011). All coordinates and distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00017. This survey was performed using VRS and holding TxDOT RRP2 TXAN – San Antonio. Units: U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

This survey was prepared with the benefit of Title Commitment No. 4000081703244, issued by Alamo Title Insurance on January 4, 2018 at 8:00 AM, effective December 28, 2017 at 8:00 AM. The following easements or other matters listed in Schedule B are shown on the accompanying plat/noted herein:

- g. Terms, Conditions, provisions, easements, restrictions, building setback lines, reservations and other matters recorded in Vol. 9577, Pg. 48, Plat Records of Bexar County, TX – Affects this acquisition parcel.
- h. Easement granted to United Gas Pipe Line Company, Vol. 2891, Pg. 98 – Affects this acquisition parcel as shown on the accompanying plat.
- i. Easement Agreement granted to City of Converse, Vol. 6950, Pg. 1689 – Affects this acquisition parcel as shown on the accompanying plat.
- j. Electric Line ROW Agreements granted to City Public Service Board of San Antonio in Vol. 13912, Pg. 859, Vol. 14107, Pg. 1985 & Vol. 14172, Pg. 2470- All affect this acquisition parcel as shown on the accompanying plat.
- k. Easement agreement granted to the City of Converse Vol. 13958, Pg. 1216 – Affects this acquisition parcel as shown on the accompanying plat.

****This monument may be set/ replaced by a TXDOT Type II right-of-way monument upon completion of the highway construction project under the supervision of a RPLS either employed or retained by TXDOT**

Access will be permitted to the remainder property abutting the highway facility.



Meeting Date: May 14, 2020

Submitted By: Dr. Milton Fields
Title: Deputy Superintendent

Agenda Item: Consider and take action regarding approving a Resolution for African American Studies in Judson ISD

CONSENT ITEM

RECOMMENDATION:

Consider and take possible action regarding approving a resolution for the implementation of African American Studies within Judson Independent School District.

IMPACT/RATIONALE:

Click here to enter text.

BOARD ACTION REQUESTED:

Approval/Disapproval



Implementation of African American Studies Judson Independent School District Board of Trustees

WHEREAS: Over 12.6% of the public-school population in Texas, and 21.4% of the public-school population in JISD is comprised of African American scholars; and

WHEREAS: The Judson Independent School District has historically served the majority of the African American population of students in San Antonio area; and

WHEREAS: Research has shown that recognizing that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others; and is directly correlated to improved student performance, pride in self-identity and personal confidence; and

WHEREAS: the Judson Independent School District recognizes and values the contributions that African Americans have made to the development of the State of Texas and the United States of America; and

WHEREAS, the Texas State Board of Education has established a Texas Essential Knowledge and Skills-based course in African American Studies for the purpose of standardization in this course offering;

NOW, THEREFORE, I, Ms. Rene Paschall, Board President of Judson Independent School District, do hereby grant the implementation of a course in African American Studies in Judson Independent School District and urge all to participate in this elective course of study.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the Judson Independent School District this 14th day of May, 2020.

Ms. Renée Paschall, President

Lynette Perez, Board Secretary





Meeting Date: May 14, 2020

Submitted By: Marco Garcia

Title: Assistant Superintendent of Human Resources

Agenda Item: Consider and take possible action(s) regarding approval of the Personnel Report and Updates including New Hires, Resignations and Administrative Appointments

DISCUSSION/ACTION ITEM

RECOMMENDATION:

That the Board approve the Personnel Report and Update (if applicable) as presented.

IMPACT/RATIONALE:

The Personnel Report reflects New Hires and Administrative Appointments (if applicable).

BOARD ACTION REQUESTED:

Approval/Disapproval



Meeting Date: May 14, 2020

Submitted By: Dr. Jeanette Ball
Title: Superintendent

Agenda Item: Superintendent Report
1. Construction Update

DISCUSSION ITEM

RECOMMENDATION:

The Superintendent share information/data regarding the District.

Judson Independent School District



Facilities Planning Monthly Board Construction Report May 2020

Dr. Milton R. Fields III
Deputy Superintendent of Administration and Operations

Ruben Moreno
Director of Facilities Planning
José S. Cedillo, Architect
Assistant Director of Facilities Planning

Projects Included:

- Annex/Police Dept.
- Converse ES
- Candlewood ES
- Child Nutrition
- Crestview ES
- Elolf ES
- Hartman ES
- JCARE
- Judson MS/JSTEM
- Judson HS
- Kirby MS
- Kitty Hawk MS
- Metzger MS
- Miller's Point ES
- Olympia ES
- Park Village ES
- Paschall ES
- Performing Arts Center (PAC)
- Spring Meadows ES
- Veterans Memorial HS
- Woodlake ES
- Wortham Oaks ES

- **Annex/Police Dept.**
 - Re-Roofing Project (Phase II): Designer: Armko / Contractor: CS Advantage USAA
 - Project is 100% complete overall. Close out documents are complete.

- **Candlewood ES**
 - Modernizations & Improvements: Architect: LPA
 - Facilities Planning is addressing the questions by continues discussions with the Architect regarding the scope of work.
 - Roofing Project (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - The contractor is 100% complete. Close out documents are complete.

- **Child Nutrition**
 - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - Project is 100% complete overall. Close out documents are complete.

- **Converse ES**
 - Modernizations & Improvements: Architect: Munoz Muñoz
 - Facilities Planning has this project on hold.
 - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - Project is 100% complete. Closeout documents are complete.

- **Crestview ES**
 - Modernizations & Improvements: Architect: Garza Bomberger
 - Facilities Planning is currently working with the Architect regarding the comments and drafting the final contract. Anticipate signed contract within the next week.

- **Elof ES**
 - Modernizations & Improvements: Architect: Corgan & DHR
 - Judson ISD has received proposals from contractors on April 28, 2020. Seven proposals were received. Proposals are being reviewed and a recommendation will be presented to the board at the May Board Meeting.

- **Hartman ES: Design: Facilities Planning / General Contractor: Spaw Glass**
 - Vestibule Project: Contractor has completed the install of the vestibule and is ready for JISD inspection.
 - Re-Roofing Project (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - Project is currently 100% complete overall. Close out documents are complete.

- **JCARE (Alternative Campus)**
 - Re-Roofing Gym (Phase II): Designer: Armko / Contractor: CS Advantage USAA
 - Project is 100% complete. Site repairs have been completed as well as close out documentation.

- **Judson HS**
 - Re-Roofing (Phase II): Designer: Armko / Contractor: CS Advantage USAA
 - Project is currently 100% complete. Close out documentation is complete.

- **Judson MS/JSTEM Academy**
 - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - Project is currently 100% complete. Close out documentation is complete.

- **Kirby MS:**
 - Renovations: Architect: PBK / General Contractor: Bartlett Cocke
 - Project is 95% overall complete.
 - Phase I: Estimated Phase I construction completion is 98%.

- Gymnasium area – Substantial Completion achieved.
 - Administration area – Substantial Completion achieved.
 - Phase II: Career & Tech Area and Road Improvements are 98% complete.
 - Career & Tech Area – Substantial Completion achieved.
 - Phase III: Additional Road Improvements - Demolition of building 500 has occurred as well as road work has begun.
 - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - Roofing contractor is complete on the kitchen area. Estimated construction completion is 95%. The reroofing of existing Building “A” continues. Completion is expected summer 2020.
- **Kitty Hawk MS:** Architect: Alamo / General Contractor: DL Bandy
 - Renovations: Building 200 and 1200 are removed. Court yard work has begun. Interior walls for the 300 are being finished. Estimated construction completion is 93%.
 - **Judson HS**
 - Re-Roofing (Phase II): Designer: Armko / Contractor: CS Advantage USAA
 - Project is currently 100% complete. Close out documentation is complete.
 - **Metzger MS**
 - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - The contractor is 99% complete. Pending completion of closeout documents.
 - **Miller’s Point ES**
 - Modernizations & Improvements: Architect: VLK/Robey
 - The contractor has signed the contract and has been issued the Notice to Proceed. They are currently mobilizing and have the construction trailer and temporary construction yard in place. Interior demolition has started with removal of millwork, doors, and ceiling tiles. Testing of existing systems is ongoing.

- **Olympia ES**
 - Modernizations & Improvements: Architect: Garza Bomberger
 - Contract and Purchase Order have been executed and a Notice to Proceed has been also issued. The pre-construction meeting with Facilities occurred on April 23rd. The pre-construction meeting with the City of Universal City was held on April 30th. Contractor registration with the City is in process. Construction mobilization will begin the week of May 11th.

- **Park Village ES**
 - Modernizations & Improvements: Architect: Huckabee
 - Currently, the contractor has completed underfloor excavation on Building A and Building B. Pier drilling operations are 50% complete on Building A.

- **Paschall ES**
 - Modernizations & Improvements: Architect: Lopez/Salas
 - Facilities Planning has been working with the Architect. Currently construction documents are nearing 100% complete. Project will be issued for bidding on the week of May 4th. Proposals are due on May 26th with a tentative recommendation for the Board in the month of June.

- **Performing Arts Center**
 - Re-Roofing (Phase II): Designer: Armko / Contractor: CS Advantage USAA
 - Project is currently 100% complete overall. Closeout documents are complete.

- **Spring Meadows ES**
 - Modernizations & Improvements: Architect: Gignac/GRG
 - The Architect is currently in Construction Documents Phase at 60%.
 - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - Project is currently 99% complete overall for the main building. Gym roof and glazed brick remain.

- **Veterans Memorial HS Phase II:** This project is broken up into two projects:
 - Athletic Fields: Architect: PBK / General Contractor: Bartlett Cocke
 - General Contractor is at 98% complete and continues working on punch list items. Pending close-out documentation.
 - Building Addition (Academic Wing and Auditorium):
 - Architect: PBK / General Contractor: Drymalla
 - Academic Wing: Project is Substantially Complete. The Bexar County Fire Marshall's office has Certificate of Occupancy.
 - Building Auditorium: The roof and the building envelope continue to be worked on. envelope, masonry, and painting are on-going. Store front units are installed and on the interior Mechanical, Electrical, and Plumbing work are ongoing. Estimated overall completion for both areas completion at is 85%.

- **Woodlake ES**
 - Modernizations & Improvements: Architect: RVK
 - Facilities Planning has issued the Purchase Order and Notice to Proceed to the general contractor. A Pre-construction conference is scheduled for the week of May 4th
 - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
 - Project is 100% complete. Final closeout documentation is complete.

- **Wortham Oaks ES:** Architect: Stantec / General Contractor: Satterfield & Pontikes
 - Warranty items are on-going. Project is 100% complete. Facilities Planning is reviewing the close out documents.

- **Re-Roofing Projects:** Designer: Armko / General Contractor: CS Advantage USAA - See campus notes for status.
 - Phase I -- Projects closed out - Eloff ES, Hopkins ES, Masters ES, Park Village ES, Paschall ES, and Wagner HS
 - Phase II - Annex/Police Department, Judson MS, Judson HS, PAC, and JECC.
 - Phase III - Candlewood ES, Child Nutrition, Converse ES, Hartman ES, Kirby MS, Metzger MS, Spring Meadows ES, and Woodlake ES.



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: First Reading of DEA (LOCAL) – COMPENSATION AND BENEFITS: COMPENSATION PLAN

DISCUSSION ITEM

RECOMMENDATION:

It is recommended that the Board of Trustees review the First Reading of Local District Updates made to the following policy:

1. DEA (LOCAL) – COMPENSATION AND BENEFITS: COMPENSATION PLAN

*This change will allow the District to pay employees premium pay during an emergency closure. Without this policy the premium pay would not be an allowable expense for FEMA reimbursement.

PROPOSED REVISIONS

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The Superintendent or designee shall classify each job title within the compensation plan based on the qualifications, duties, and market value of the position.

Annualized Salary

Generally, a salaried employee shall receive his or her salary in equal monthly payments.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. The Superintendent or designee shall determine pay adjustments for individual employees, within the approved budget following established procedures.

Mid-Year Pay Increases

Contract Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

Noncontract Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

If the Board chooses to pay employees during an emergency closure for which the workdays are not scheduled to be made up at a later date, then that authorization shall be by resolution or other Board action and shall reflect the purpose served by the expenditure. [See EB for the authority to close schools]

Premium Pay During Disasters

District employees who are required to work during an emergency closing for a disaster, as declared by a federal, state, or local official or the Board, including when District facilities are used for

sheltering purposes, may be paid at the rate of one and one-half times their regular rate of pay for all hours worked over 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.



Meeting Date: May 14, 2020

Submitted By: Bill Atkins
Title: Chief Financial Officer

Agenda Item: Fiscal Year 2021 Budget Preparation Discussion

DISCUSSION ITEM

RECOMMENDATION:

Since the work session on February 1, 2020, the Budget situation has changed due to the COVID-19 virus. We had to cancel the April Budget Workshop, but will need to move forward with planning to meet the June 25, 2020 date for Budget approval.

2020- 2021 Budget Update

May 14, 2020

Agenda

- Review Bexar County Estimate of Values
- Review Campus Allotments
- Review Department Allotments
- Review Cost Savings
- Review Budget Assumptions
- Questions? Comments. Concerns!

Taxable Values

	2019		2020		April %	July %
	April Estimate	July Certification	April Estimate	July Estimate		
Market Value	12,703,703,621	12,665,000,117	13,779,051,341	13,300,000,000	8.46%	5.01%
Productivity Loss	111,794,248	109,453,810	121,516,762	0	8.70%	-100.00%
Appraised Value	12,591,909,373	12,555,546,307	13,657,534,579	13,300,000,000	8.46%	5.93%
Homestead Cap	103,573,300	99,617,745	86,205,907	86,500,000	-16.77%	-13.17%
Assessed Value	12,488,336,073	12,455,928,562	13,571,328,672	13,213,500,000	8.67%	6.08%
Exemptions	1,492,355,887	1,552,258,005	1,737,537,512	1,739,500,000	16.43%	12.06%
Net Taxable	10,995,980,186	10,903,670,557	11,833,791,160	11,474,000,000	7.62%	5.23%
Freeze Taxable	961,957,283	966,441,805	1,102,182,775	1,106,500,000	14.58%	14.49%
Freeze Adjusted Taxable	10,034,022,903	9,937,228,752	10,731,608,385	10,367,500,000	6.95%	4.33%

High Schools

	2019-2020				2020-2021			
	FY 19	Total			Total			
	Allocation	Allocation	Per Pupil	Basic	Allocation	Per Pupil	Basic	
	Enrollment	Enrollment	Allocation	Allocation	Enrollment	Allocation	Allocation	
Judson High School	2924	2,550	\$108	\$275,400	2,524	\$84	\$211,410	
Wagner High School	2061	2,220	\$108	\$239,760	2,245	\$84	\$188,041	
Veterans Memorial High School	998	1,622	\$108	\$175,176	1,544	\$84	\$129,325	
Judson Learning Academy (Rolling Oaks)	89			\$32,400			\$31,320	
Judson Alternative School	95			\$36,000			\$34,800	
Judson A.C.E. Program				\$9,000			\$8,700	
Juvenile Justice Alt. Ed. Program (JJAEP)				\$22,500			\$21,750	
Judson Performing Arts Center			155	\$28,350			\$27,405	
Judson Early College Academy	469	475	\$131	\$61,988	452	\$126	\$57,020	

Middle Schools

	<u>2019-2020</u>				<u>2020-2021</u>			
	FY 19	Total			Total			
	Allocation	Allocation	Per Pupil	Basic	Allocation	Per Pupil	Basic	
	Enrollment	Enrollment	Allocation	Allocation	Enrollment	Allocation	Allocation	
Kirby Middle School	723	757	\$86	\$64,724	683	\$83	\$56,450	
Kitty Hawk Middle School	1380	1,344	\$86	\$114,912	1,320	\$83	\$109,098	
Woodlake Hills Middle School	821	807	\$86	\$68,999	893	\$83	\$73,806	
Metzger Middle School	985	1,008	\$86	\$86,184	1,071	\$83	\$88,518	
Judson Middle School	1227	1,285	\$86	\$109,868	1,233	\$83	\$101,907	

Elementary Schools

	2019-2020				2020-2021			
	FY 19			Total			Total	
	Allocation	Enrollment	Allocation	Basic	Allocation	Enrollment	Allocation	Basic
	Enrollment	Enrollment	Per Pupil	Allocation	Enrollment	Allocation	Allocation	Allocation
Converse (Includes Early Childhood)	582	518	\$78	\$40,559	550	\$76	\$41,630	
Joseph H. Hopkins Elementary	767	776	\$78	\$60,761	769	\$76	\$58,206	
Edward Franz Elementary	446	404	\$78	\$31,633	366	\$76	\$27,703	
Coronado Village Elementary	393	366	\$78	\$28,658	377	\$76	\$28,535	
Park Village Elementary	532	503	\$78	\$39,385	467	\$76	\$35,347	
Crestview Elementary	615	580	\$78	\$45,414	611	\$76	\$46,247	
Woodlake Elementary	597	561	\$78	\$43,926	600	\$76	\$45,414	
Olympia Elementary	445	374	\$78	\$29,284	432	\$76	\$32,698	
Spring Meadows Elementary	653	594	\$78	\$46,510	662	\$76	\$50,107	
Miller's Point Elementary	562	554	\$78	\$43,378	583	\$76	\$44,127	
Candlewood Elementary	626	614	\$78	\$48,076	665	\$76	\$50,334	
Galen R. Eloff Elementary	563	496	\$78	\$38,837	532	\$76	\$40,267	
William J. Paschall Elementary	624	599	\$78	\$46,902	630	\$76	\$47,685	
Mary Lou Hartman Elementary	772	761	\$78	\$59,586	807	\$76	\$61,082	
Ricardo Salinas Elementary	685	667	\$78	\$52,226	701	\$76	\$53,059	
James L. Masters Elementary	362	423	\$78	\$33,121	480	\$76	\$36,331	
Rolling Meadows Elementary	721	727	\$78	\$56,924	773	\$76	\$58,508	
Copperfield Elementary	690	715	157 \$78	\$55,985	776	\$76	\$58,735	
Escondido Elementary	206	485	\$78	\$37,976	506	\$76	\$38,299	
Wortham Oaks Elementary	400	329	\$78	\$25,662	401	\$76	\$30,352	

Department Allotments

Location			Original Budget	Amended Budget	Expenditures & Encumbrances	Balance	Proposed	Variance between Original 2019-20 and 2020-21	
Code	Location	Description	2019-2020	05/06/20	05/06/20		2020-2021	and 2020-21	
Board of Trustees	702	SCHOOL BOARD	164,885	152,455	43,053	109,402	231,405	66,520	removed audit; added election
			164,885	152,455		109,402	231,405	66,520	
Dr. Ball	701	SUPERINTENDENT	17,899	17,899	8,390	9,509	27,004	9,105	added 10 k for TASB survey that came out of Board last year
Dr. Ball	726	EFFECTIVE PRAC/UIIL COMPET	103,580	103,580	87,048	16,532	101,508	(2,072)	
Dr. Ball	935	POLICE DEPARTMENT	232,124	232,124	175,845	56,279	220,518	(11,606)	
			353,603	353,603		82,320	349,030	(4,573)	

Department Allotments

Location		Original	Amended	Expenditures &			Proposed	Variance
Code	Location Description	Budget	Budget	Encumbrances	Balance	2020-2021	between	
		2019-2020	05/06/20	05/06/20			Original 2019-20	
							and 2020-21	
Mr. Atkins	703 TAX OFFICE	786,200	786,200	734,355	51,845	833,372	47,172	increase for property value increase
	749 PURCHASING	25,000	25,000	9,728	15,272	23,750	(1,250)	
	DV MAIL ROOM	18,829	18,829	27,562	(8,733)	30,126	11,297	increase postage cost and usage
	750 ACCOUNTING/PAYROLL/ACCTS PAYABLE	422,072	422,072	326,880	95,192	403,698	(18,374)	combined legal fees into 750
	755 EMPLOYEE SERVICES	34,000	34,000	21,967	12,033	32,300	(1,700)	
	MAINT/OPER INSURANCE	1,165,000	1,165,000	1,168,318	(3,318)	1,560,000	395,000	30% increase in insurance. Moved to org 999
	930 WAREHOUSE	29,700	29,700	5,331	24,369	28,215	(1,485)	
	999 MAINTENANCE TAX NOTE PAYMENT	387,720	387,720	389,182	(1,462)	419,554	31,834	added 2019 tax note

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Department Allotments

Location		Original	Amended	Expenditures &		Variance	
Code	Location Description	Budget 2019-2020	Budget 05/06/20	Encumbrances 05/06/20	Balance	Proposed 2020-2021	between Original 2019-20 and 2020-21
Mr. Atkins	821 NETWORK SERVICES	1,595,340	1,595,340	1,379,919	215,421	1,116,738	(478,602) moved lincses to DW
	822 DATA SERVICES	276,694	276,694	257,394	19,300	207,521	(69,174) moved lincses to DW
	820 DESKTOP SERVICES	151,034	151,034	127,511	23,523	113,276	(37,759) moved lincses to DW
	999 DISTRICT WIDE TECHNOLOGY LICENSES	2,274,578	2,274,578	558,380	1,716,198	2,047,000	(227,578) added imangine learning; campus planning; microsoft; etc.
			160				
		7,166,167	7,166,167	5,006,527	2,159,640	6,815,549	(350,618)

Department Allotments

Location		Original	Amended	Expenditures &		Variance	
Code	Location Description	Budget 2019-2020	Budget 05/06/20	Encumbrances 05/06/20	Balance	Proposed 2020-2021	Original 2019-20 and 2020-21
Ms. Robinson	801 DEPUTY SUPERINTENDENT	115,674	115,674	72,913	42,761	109,890	(5,784)
	D4 TEACHING & LEARNING	24,000	24,000	8,439	15,561	306,885	282,885 added graduation funds from campus
	DQ BAND INSTRUMENT REPLACEMENT	48,600	48,600	48,608	(8)	48,600	0 no change due to situation
	DQ DISTRICT ORCHESTRA	30,000	30,000	8,103	21,897	30,000	0 no change due to situation
	DQ MARIACHI	16,470	16,470	0	16,470	16,470	0 no change due to situation
	DQ UNIFORMS - BAND UNIFORMS (WHS) 8-9 yrs old	140,423	140,423	140,278	145	0	(140,423)
	DQ UNIFORMS - COLORGUARD & CHOIR (JHS&WHS)	20,000	20,000	0	20,000	20,000	0 increase form hs
	DQ ART EQUIPMENT (JHS & WHS)	2,700	2,700	0	2,700	2,700	0
	DQ MUSIC PROGRAM ELEMENTARY SCHOOLS	33,000	33,000 ¹⁶¹	12,469	20,531	30,000	(3,000)
	DQ FINE ARTS DIRECTOR	276,890	276,890	230,430	46,460	263,046	(13,845)

Department Allotments

			Original	Amended	Expenditures &			Variance		
Location			Budget	Budget	Encumbrances	Proposed	Variance			
Code	Location	Description	2019-2020	05/06/20	05/06/20	Balance	2020-2021	between	Original 2019-	20
							and 2020-21			
Ms. Robinson	DU	STEM	17,455	17,455	1,083	16,372	16,582	(873)		
	DU	SPRING BOARD	42,916	42,916	23,069	19,847	40,770	(2,146)		
	DU	EARLY COLLEGE HS & DUAL CREDIT	591,015	591,015	312,902	278,113	561,464	(29,551)		
	DU	UTSA CYBER SECURITY ACADEMY - VMHS	9,923	9,923	0	9,923	9,427	(496)		
	NE	TSTEM - WAGNER HS	150,000	150,000	38,890	111,110	142,500	(7,500)		
	NA	JSTEM - JMS (NA)	69,056	69,056	42,957	26,099	65,603	(3,453)		
	DA	GIFTED & TALENTED	63,098	63,098	42,202	20,896	59,943	(3,155)		
	DA	SAT SUITE INCL PSAT	172,720	172,720	123,606	49,114	164,084	(8,636)		
	DA	PREP	30,000	30,000	0	30,000	28,500	(1,500)		
				162						
	NS	NATIONAL HISPANIC INSTITUTE	27,711	27,711	16,100	11,611	26,325	(1,386)	11	

Department Allotments

			Original	Amended	Expenditures &			Variance between
			Budget	Budget	Encumbrances	Proposed	Original 2019-	
Location	Code	Location Description	2019-2020	05/06/20	05/06/20	Balance	2020-2021	and 2020-21
Ms. Robinson	DY	POST SECONDARY	139,946	139,946	23,728	116,218	50,000	(89,946)
	DY	COLLEGE CAREER MILITARY READINESS	0	0	0	0	20,000	20,000
	DY	COLLEGE READINESS TESTING	121,150	121,150	9,519	111,631	115,093	(6,058)
	803	SPECIAL EDUCATION	2,423,565	2,423,565	3,078,454	(654,889)	2,375,094	(48,471)
	DN	DYSLEXIA PROGRAM	1,732	1,732	0	1,732	1,645	(87)
		504 BUDGET	1,235	1,235	444	791	1,173	(62)

will work with them based on allotments

Department Allotments

Location		Original	Amended	Expenditures &		Proposed		Variance	
Code	Location Description	Budget 2019-2020	Budget 05/06/20	Encumbrances 05/06/20	Balance	2020-2021	and 2020-21		
Ms. Robinson	805 CAREER & TECHNOLOGY	494,600	494,600	391,833	102,767	469,870	(24,730)		will work with them based on allotments
	-MIDDLE SCHOOLS	19,072	19,072	3,260	15,812	18,118	(954)		
	808 GUIDANCE & COUNSELING & SOCIAL WORK	70,456	70,456	18,718	51,738	66,933	(3,523)		
	N8 ANTI-BULLYING CURRICULUM	25,959	25,959	15,750	10,209	24,661	(1,298)		
	825 ADULT EDUCATION & ADVNETURE CLUB	201,825	201,825	131,222	70,603	191,734	(10,091)		
		5,381,191	5,381,191	4,794,977	586,214	5,277,111	(104,080)		

Department Allotments

			Original	Amended	Expenditures &			Variance			
			Budget	Budget	Encumbrances	Proposed			Variance		
Location	Code	Location Description	2019-2020	05/06/20	05/06/20	Balance	2020-2021			2019-20	and 2020-21
Ms. Davis	810	CURRICULUM & INSTRUCTION	86,457	86,457	54,289	32,168	82,134			(4,323)	
	D7	LANG ARTS CURRICULUM	17,500	17,500	10,902	6,598	16,625			(875)	
	D8	MATH CURRICULUM	25,766	25,766	17,092	8,674	24,478			(1,288)	
	D9	RTI	2,000	2,000	1,806	194	2,000			0	
	DD	SCIENCE CURRICULUM	22,950	22,950	23,495	(545)	21,803			(1,148)	
	DE	SOCIAL STUDIES CURRICULUM	16,903	16,903	6,940	9,963	16,058			(845)	
	DP	PRE K	10,000	10,000	422	9,578	9,500			(500)	
	DF	INSTRUCTIONAL TECH & LIBRARIANS SERVICES	16,666	16,666	5,619	11,047	15,833			(833)	
	DB	PROFESSIONAL DEVELOPMENT	36,250	36,250	23,037	13,213	34,438			(1,813)	
	N2	ESC-20 DISCOVERY EDUCATION	27,500	27,500	0	27,500	26,125			(1,375)	
	NN	FIRST IN MATH - THINK THROUGH MATH	27,000	27,000 ¹⁶⁵	27,000	0	27,000			0	
	NK	INTENSIFIED ALGEBRA	19,462	19,462	18,795	667	19,462			0	14

Department Allotments

			Original	Amended	Expenditures &	Variance				
Location			Budget	Budget	Encumbrances	Proposed	between			
Code	Location	Description	2019-2020	05/06/20	05/06/20	Balance	2020-2021	Original 2019-20 and 2020-21		
Ms. Davis	811	FEDERAL PROGRAMS & GRANTS	10,105	10,105	3,955	6,150	9,600	(505)		
	812	TESTING COORDINATOR	28,856	28,856	23,728	5,128	27,413	(1,443)		
	NQ	STAAR TEST MAKER ITEM BANK	38,538	38,538	38,538	0	39,309	771		
	813	TEXTBOOKS ADMINISTRATOR	21,558	21,558	6,253	15,305	20,480	(1,078)		
	DX	RECORDS RETENTION	63,795	63,795	53,416	10,379	60,605	(3,190)		
	N1	EDGENUITY - E20/20 - DISTRICT WIDE	105,000	105,000	0	105,000	105,000	0		
	814	STUDENT INFORMATION	156,956	156,956	134,845	22,111	153,817	(3,139)		
	815	BILINGUAL PROGRAM	92,800	92,800 ⁶⁶	30,010	62,790	90,792	(2,009) combined ESL		
			826,062	826,062	480,142	345,920	802,470	(23,592)		

Department Allotments

Location		Original	Amended	Expenditures &		Variance			
<u>Code</u>	<u>Location Description</u>	<u>Budget 2019-2020</u>	<u>Budget 05/06/20</u>	<u>Encumbrances 05/06/20</u>	<u>Balance</u>	<u>Proposed 2020-2021</u>	<u>Original 2019-20</u>	<u>and 2020-21</u>	
Dr. Fields	740 ADMINISTRATION & OPERATIONS	79,800	79,800	69,880	9,920	75,810	(3,990)		
	D2 STUDENT SUPPORT SERVICES	54,300	54,300	29,252	25,048	51,585	(2,715)		
	D3 HEALTH ADVISORY	5,910	5,910	4,167	1,743	5,615	(296)		
	007 PERFORMING ARTS CENTER	61,920	61,920	9,604	52,316	58,824	(3,096)		
	831 ATHLETICS	1,112,814	1,112,814	890,366	222,448	1,112,814		0	no change due to situation
	832 ATTENDANCE OFFICER	20,000	20,000	11,094	8,906	19,000	(1,000)		16

Department Allotments

			Original		Amended		Expenditures &		Variance	
Location			Budget	Budget	Encumbrances	Balance	Proposed	Original 2019-	20	
Code	Location	Description	2019-2020	05/06/20	05/06/20		2020-2021	and 2020-21		
Dr. Fields	918	MAINTENANCE	3,295,318	3,295,318	2,587,369	707,949	3,130,552	(164,766)		
	919	CHILD NUTRITION	9,982,255	9,982,255	8,753,892	1,228,363	9,982,255	0	Based on meals served	
	920	CENTRAL KITCHEN	302,340	302,340	395,489	(93,149)	302,340	0	Based on meals served	
	922	TRANSPORTATION	1,855,074	1,855,074	1,558,276	296,798	1,762,320	(92,754)		
	923	FACILITIES PLANNING	53,350	53,350	25,344	28,006	50,683	(2,668)		
	928	ENERGY MANAGEMENT	5,796,289	5,796,289	4,594,068	1,202,221	5,800,000	3,711	rate increase will use conservation to prevent from going up	
	950	CUSTODIAL SVCS DISTRICT WIDE	684,938	684,938	650,050	34,888	684,938	0	no change due to situation	

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23,304,308 23,304,308 19,578,851 3,725,457 23,036,735 (267,573)

Department Allotments

			Original	Amended	Expenditures &		Proposed	Variance	
			Budget	Budget	Encumbrances	Balance	2020-2021	between	
Location	Code	Location Description	2019-2020	05/06/20	05/06/20			Original 2019-	20
								and 2020-21	
Mr. Garcia	730	HUMAN RESOURCES	260,000	260,000	227,614	32,386	247,000	(13,000)	
			260,000	260,000	227,614	32,386	247,000	(13,000)	
Mr. Linscomb	735	COMMUNICATIONS	87,775	87,775	82,610	5,165	87,775	100,941	increase in marketing and webpage
	DL	BUSINESS PARTNERSHIPS	30,000	30,000	17,551	12,449	30,000	30,000	left the same since we did not do many of the events
				169					
			117,775	117,775	100,161	17,614	117,775	130,941	

Department Allotments

Location		Original	Amended	Expenditures &		Variance	
Code	Location Description	Budget 2019-2020	Budget 05/06/20	Encumbrances 05/06/20	Balance	Proposed 2020-2021	Original 2019-20 and 2020-21
	SUMMER SCHOOL 6100	141,757	141,757	0	141,757	0	(141,757)
	LIBRARY PROCESSING CENTER	10,000	10,000	38	9,962	0	(10,000)
	SPECIAL PROGRAMS	32,452	32,452	228	32,224	0	(32,452)
	ASST. SUPT OF POST SECONDARY READINESS	139,946	139,946	23,728	116,218	0	(139,946)
	TECHNOLOGY ADMINISTRATION	17,544	17,544	17,116	428	0	(17,544)
	AUDIT (PROGRAM)	43,480	31,550	9,500	22,050	0	(43,480)
		385,179	373,249	50,610	322,639	0	(385,179)

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Totals

75,147,982 75,123,122 60,690,880 14,117,906 73,754,152 (1,902,306)

Cost Savings

20/21 Cost Savings

Continue to reduce by attrition (CO to campus admin. Positions.)	380,000
Eliminate Masters Stipend going forward	15,000
Eliminate Science Stipend going forward	10,000
3% campus allotment reduction	161,000
5% department allotment	1,902,000

Total Savings **2,468,000**

Items Removed From Savings

Postpone the Wagner Feeder pattern Incentive	650,000
Incentive for Retirement	500,000
Provide LOTE through Edgeinuity	120,000
Reduce all non-instructional stipends 10%	127,000
Reduce Board Travel	3,500
No Senior Staff in District Travel	4,500

1,405,000

Budget Assumptions

- Average Daily Attendance 20,995 (3% enrollment Drop)
- Estimated Taxable Value of 11,474,000,000
- Estimated Tax Collections of 95% (usually 98%)
- Will take the 5th Tier II Penny – (\$2.7 million)
- M&O Tax Rate of \$0.9324; I&S Tax Rate of \$0.3704 (Total Rate of \$1.3028)
- State will not prorate funding for 20/21
- No salary increase in 20/21
- \$2.5 million in Cost Savings

2020-2021 General Fund Budget

Revenue	2019-2020 Estimated	2020-2021 Budget	Net Change	Percent Change
Local Revenue	102,449,000	102,791,000	342,000	0.33%
State Revenue	104,200,000	97,472,000	-6,728,000	-6.46%
Federal Revenue	3,841,000	3,530,000	-311,000	-8.10%
In flows	3,000,000	0	-3,000,000	-100.00%
Total Revenue	213,490,000	203,793,000	-9,697,000	-4.54%

Expenditures	2019-2020 Estimated	2020-2021 Budget	Net Change	Percent Change
Salaries & Benefits	168,000,000	177,500,000	9,500,000	5.65%
Operating Costs (campus/depart)	40,800,000	31,025,000	-9,775,000	-23.96%
Total Expenditures	208,800,000	208,525,000	-275,000	-0.13%

	2019-2020 Estimated	2020-2021 Budget	Net Change	Percent Change
Total Revenue	213,490,000	203,793,000	-9,697,000	-4.54%
Total Expenditures	208,800,000	208,525,000	-275,000	-0.13%
Cost Savings		2,468,000		
Rev. vs. Exp.	4,690,000	-2,264,000	-9,422,000	-200.90%

Unassigned Fund Balance 6-30-20

67,132,702

20/21 Net Revenue vs. Expenditure

-2,264,000

173

Estimated Unassigned Fund Balance
as of 6-30-2021

64,868,702

Questions? Comments. Concerns!



Meeting Date: May 14, 2020

Submitted By: Renée A. Paschall
Title: School Board President

Agenda Item: Update on Board Advisory Committees

DISCUSSION ITEM

RECOMMENDATION:

The Board shares information received or discussed at various advisory committees held and discusses upcoming meetings to be scheduled.



Meeting Date: May 14, 2020

Submitted By: Renée A. Paschall
Title: School Board President

Agenda Item: Update on Training, Conferences, Events and Consider Future Agenda Item Requests by Board Members

DISCUSSION ITEM

RECOMMENDATION:

The Board shares information received at various trainings/conferences attended and discusses upcoming events or future agenda item requests or reports by individual board members.