

Called Meeting
Tuesday, September 7, 2021 6:30 PM

Third Floor Training Room
285 Uptown Blvd.
Cedar Hill, Texas 75104

Agenda

1. CALL TO ORDER
FIRST ORDER OF BUSINESS - Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.
2. CLOSED SESSION
Recess to Executive Session, pursuant to Texas Open Meetings Act, Texas Government Code Section:

551.071) Private consultation with the board's attorney,
551.074) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee
551.082) Considering discipline of a public school child, or complaint or charge against personnel.

If, during the course of the meeting, the Board of Trustees should determine that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section listed above.

The Board will vote on matters in Open Session considered in Closed Session or matters considered if the Board enters into a Closed meeting during the meeting, if applicable.

3. PUBLIC COMMENTS
The Board encourages comments about the District from members of the public. Anyone who has signed up to speak in advance of the meeting in accordance with procedures may do so at this time. Each participant should address the Board from the podium microphone, stating their name and address before speaking. The Board asks that each participant's comments pertain to District business and be no longer than three (3) minutes. Copies of presentations should be made available to all Trustees and the Superintendent.
4. COMMUNICATIONS
 - A. The Holdsworth Center Partnership

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: September 7, 2021

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Holdsworth Center Partnership

Information

BACKGROUND INFORMATION:

In November 2020, Cedar Hill ISD submitted an application to partner with The Holdsworth Center, a nonprofit organization founded by H-E-B Chairman Charles Butt. In April 2020, six districts, including Cedar Hill ISD, were chosen from a pool of 43 applicants. The school districts are recipients of a multi-million dollar investment funded by The Holdsworth Center, which aims to help school districts build a pipeline of high-capacity educational leaders—leading classrooms, leading schools, and leading districts—who deliver excellent and equitable student outcomes. Over the next five years, district and campus leadership teams will engage in professional learning and develop strategic plans based on our district needs, with the ongoing support from district embedded coaches.

The following guest speakers from The Holdsworth Center will be providing additional information about the partnership:

Pauline Dow, VP of The Holdsworth Center
Brian Gilson, District Support Team Lead
Patrice Watson, District Support Consultant

RECOMMENDATION:

None

BOARD ACTION REQUIRED:

None

POLICY AUTHORIZATION:

None

CONTACT PERSON:

Janine Fields, Chief of Staff

FUNDING SOURCE:

None

ENCLOSURES:

Holdsworth Presentation

The Holdsworth Center

September 7, 2021



Our Mission

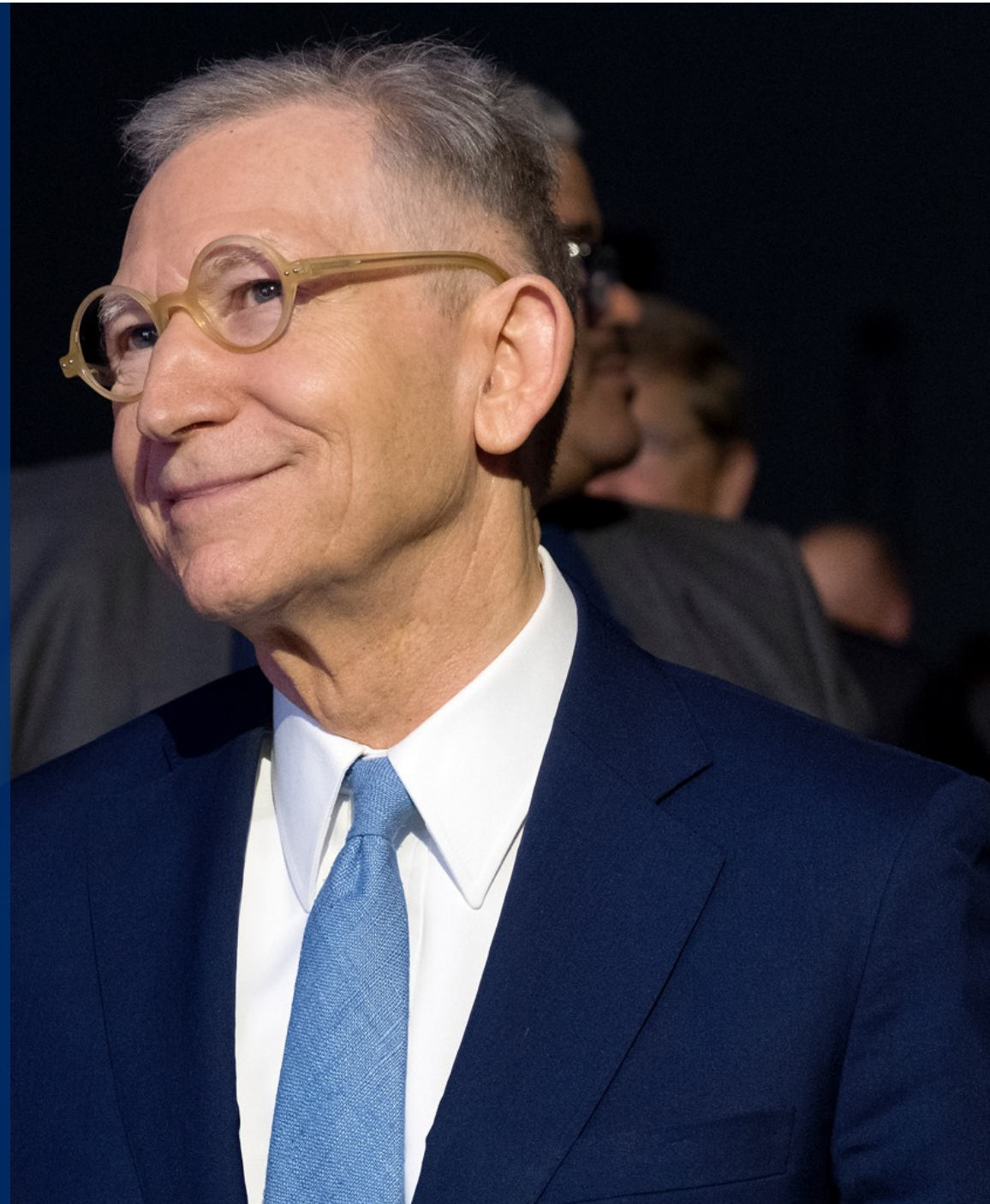
To impact, over time, the quality of K-12 public education for all Texas students by supporting and developing educational leaders.



“There is no shortcut and no silver bullet.

If we want to get to the root of making long-term, sustainable improvement to public education, we've got to invest time to go deep within our districts.”

— **Charles Butt**
Chairman & CEO of H-E-B
Founder of The Holdsworth Center





“It’s not for my mom, but for the kids. And she was always for the kids.”

— *Charles Butt*



SCHOOL LEADERSHIP

After teachers, school leaders have the most significant influence on student outcomes



DISTRICT LEADERSHIP

Effective district leadership influences student achievement & is required to build and maintain successful schools



DISTRIBUTED LEADERSHIP

Widely distributed leadership is more effective than leadership "from the top"

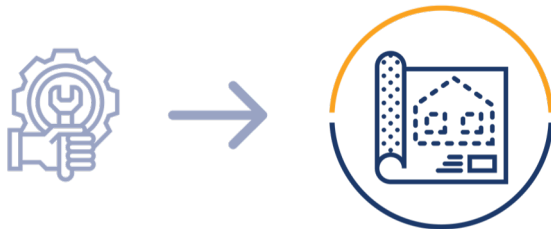
Our Approach



Instead of 'quick fixes', we **take a long-view** recognizing that meaningful improvement doesn't happen overnight.



Leadership isn't about superheroes; it requires **teams & systems of leaders** throughout the organization .



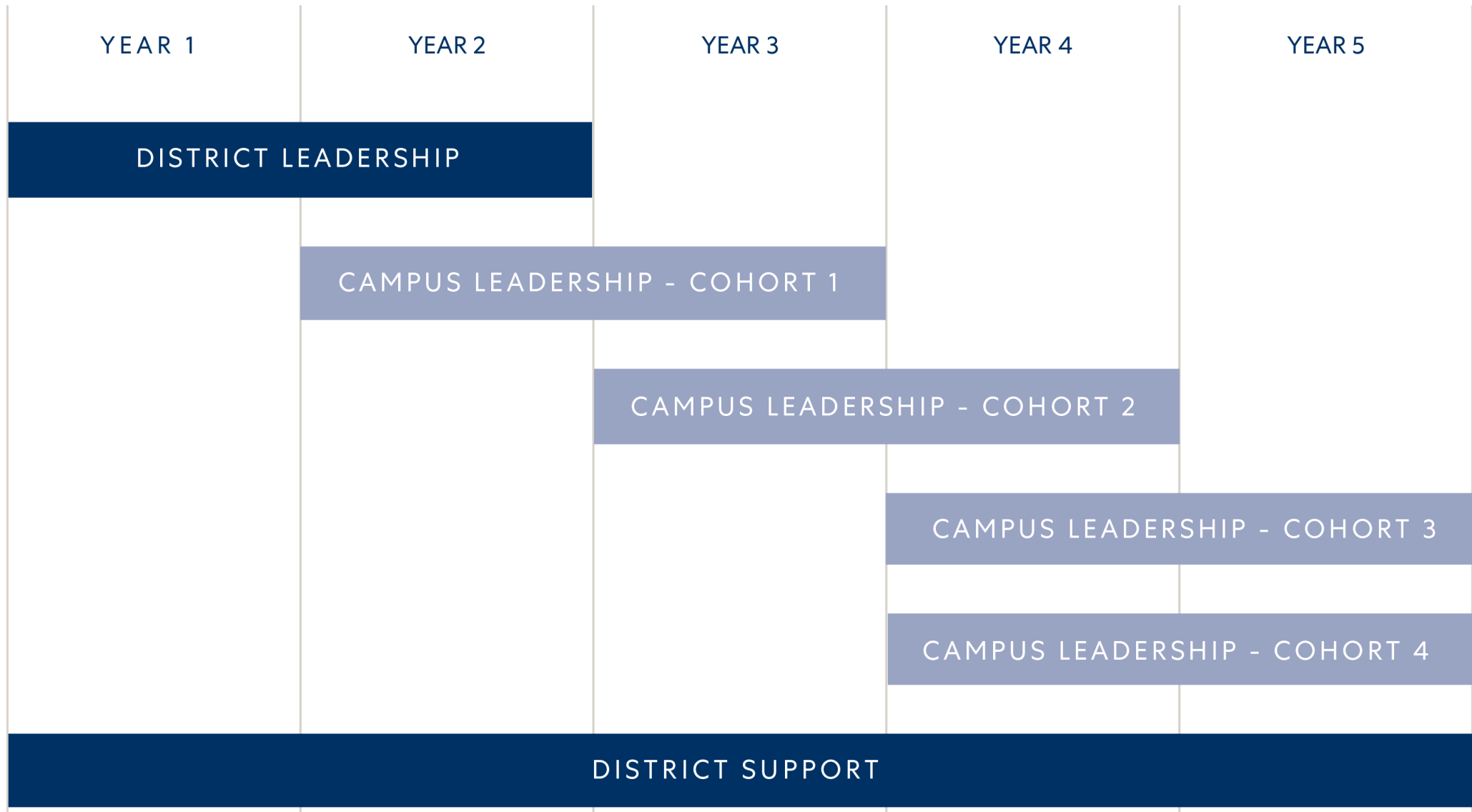
Holdsworth will not replace the district role in developing leaders; it will **build districts' capacity**.



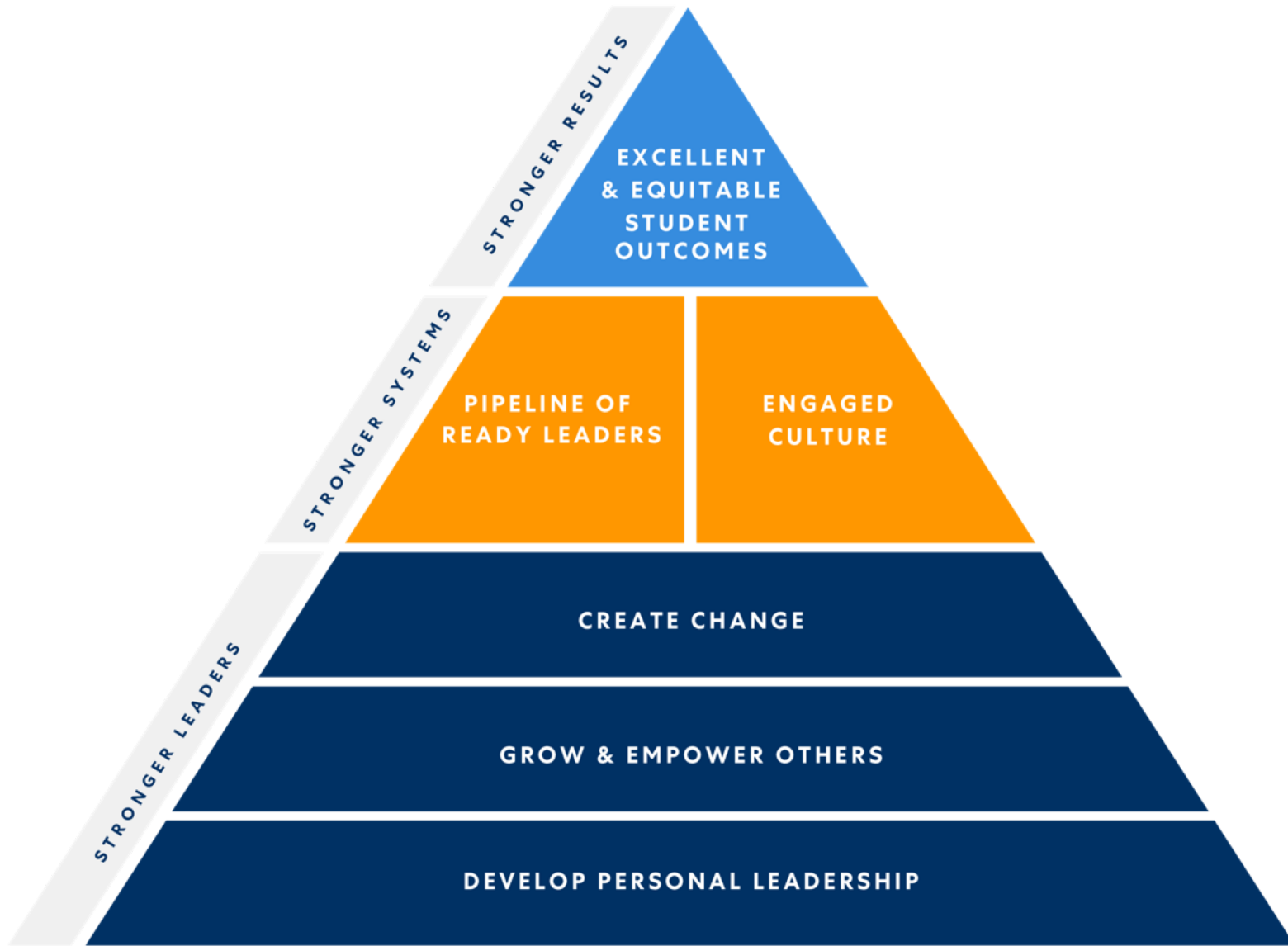
Holdsworth won't peddle prescriptions, it will develop **deep partnerships** with school districts.

Our Partnership

Program Timeline



Our Approach



Our Approach



What is the CLP & DLP experience like?



Expert faculty



Site visits



Skill-building



Team-based

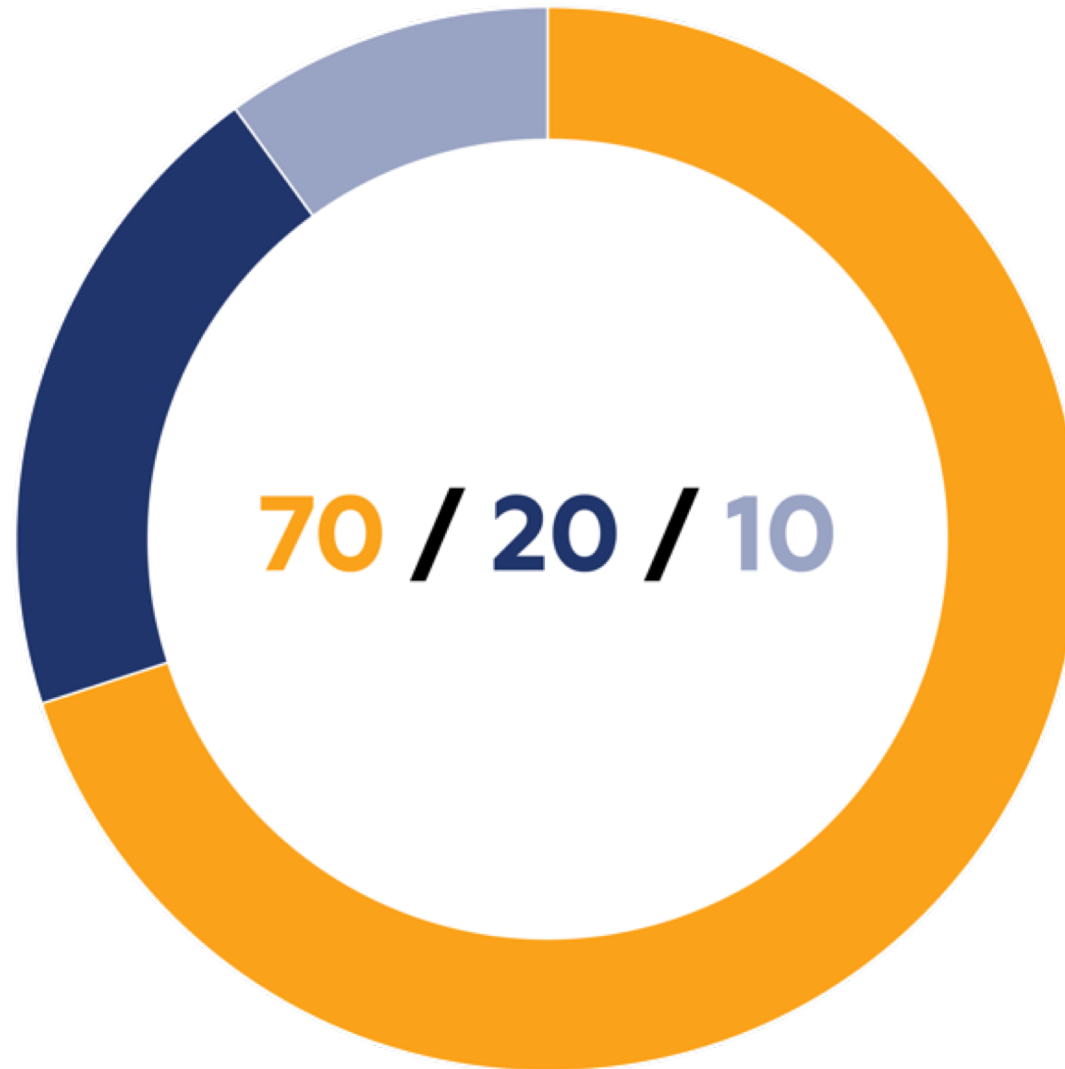


Network

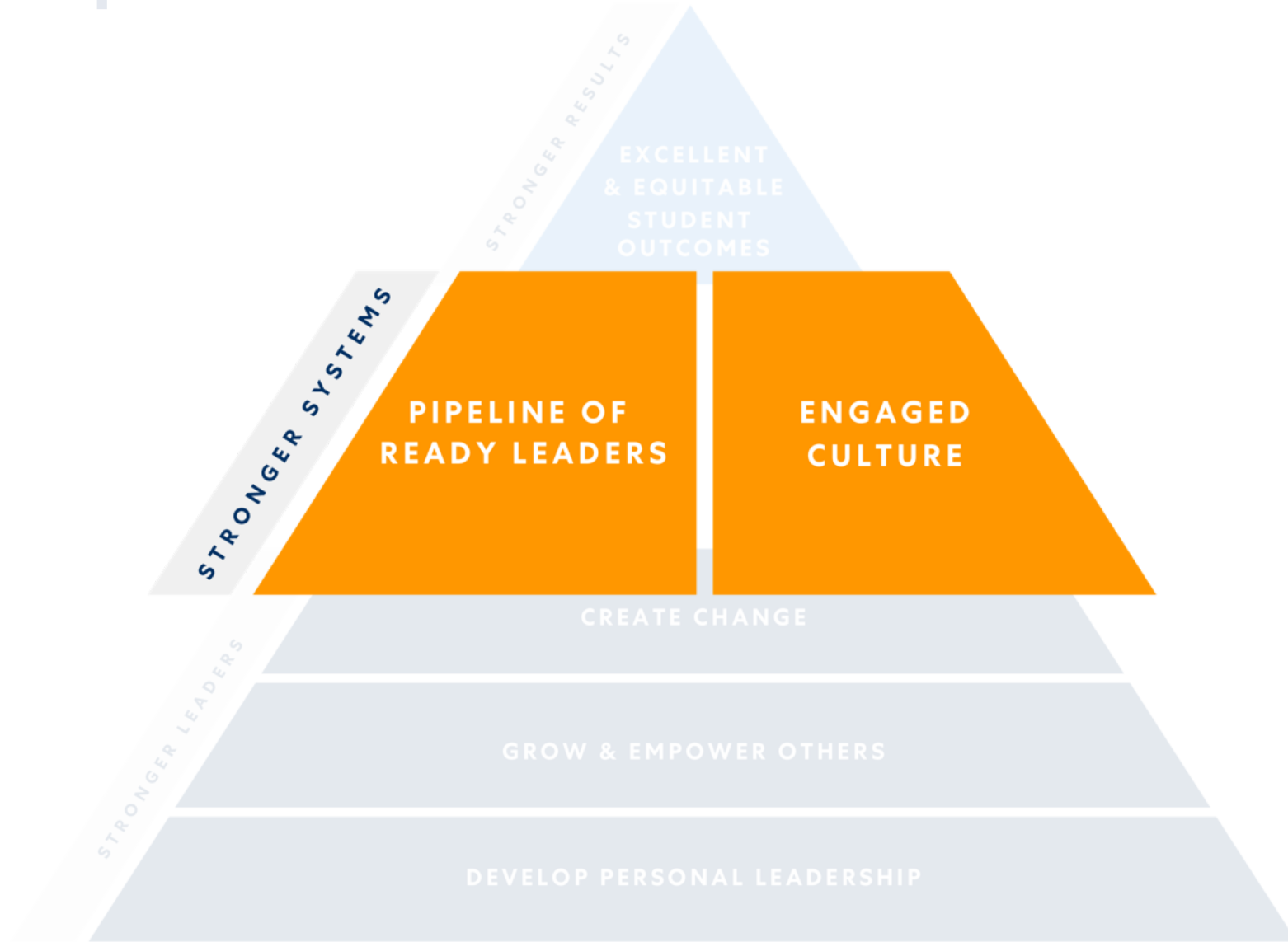


Coaching

Our approach to learning

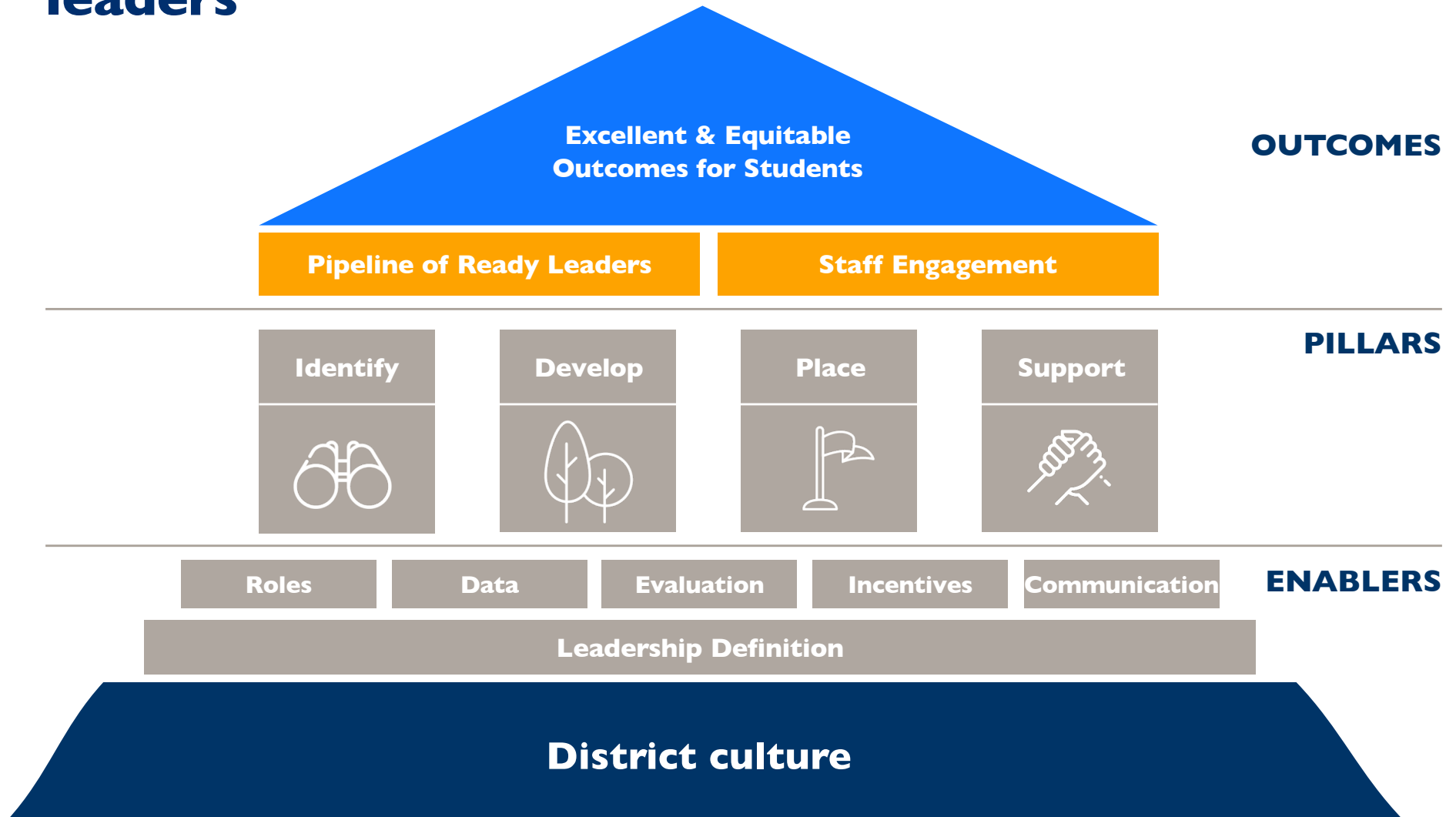


Our District Support team will work with the team in Cedar Hill to build strong systems for leadership development

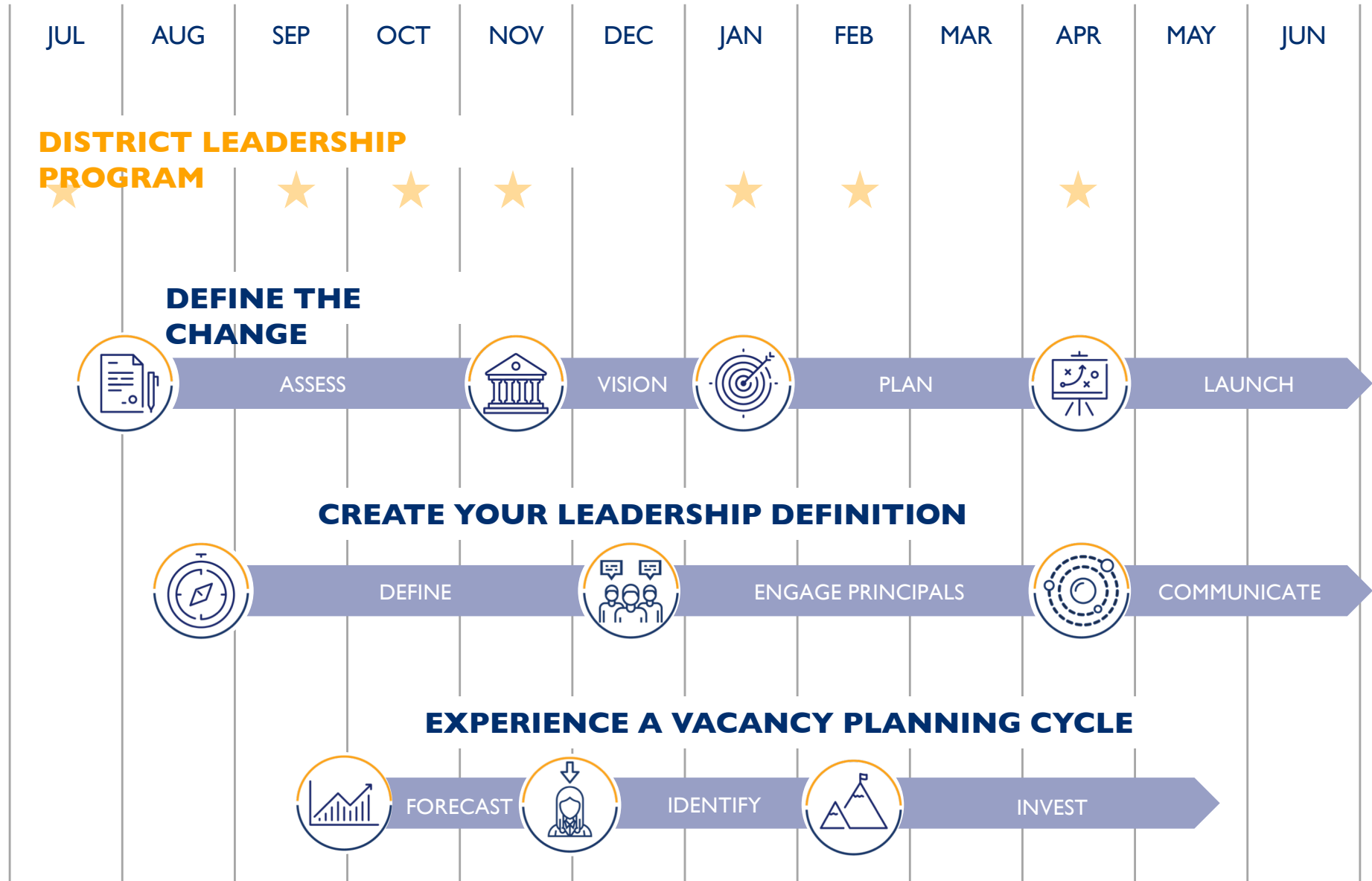


District Support and Year 1 of the Partnership

The “Holdsworth House” describes how we partner with districts to build a strong pipeline of ready leaders



Year I of our partnership | A Roadmap



Ultimately, our work is guided by a core belief

One size fits **one.**

Thank you for your time!

5. LONE STAR GOVERNANCE

Lone Star Governance (LSG) is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: Improving student outcomes. Lone Star Governance accomplishes this intense focus through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity.

A. AP Results 2021

**Advanced
Placement Score
Report
2020 - 2021**



September 7, 2021

Lone Star Governance

Goal 1: Increase the percentage of scholars graduating CCMR



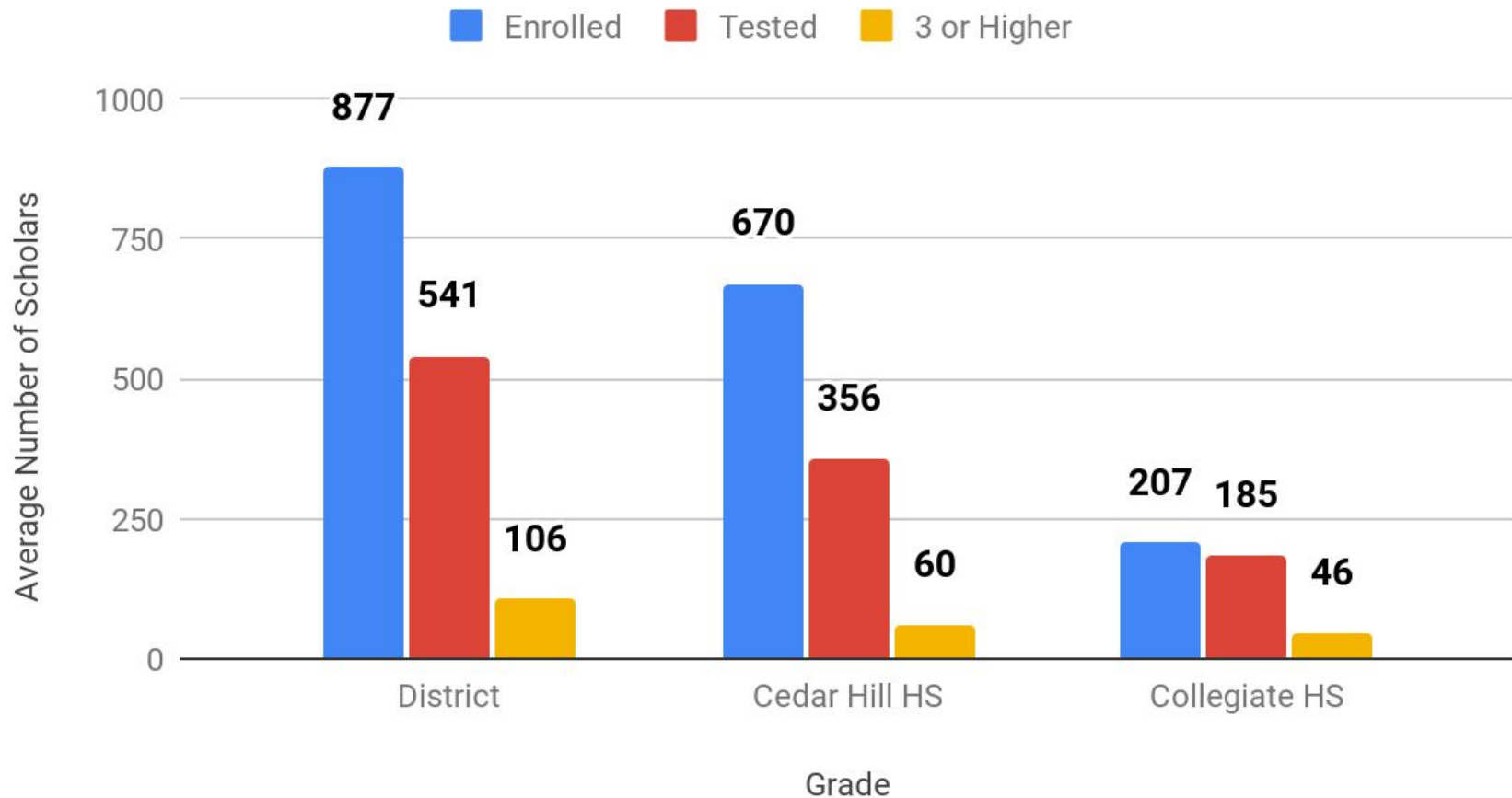
2021 AP Exams

- Advanced Placement Classwork is designed to provide scholars with college level materials while in High School.
- Assessments are offered in Spring for which a scholar will receive a score of 1-5. For most colleges a score of 3 or better will award college credit in the subject.
- For 2020 and 2021 scholars completed the majority of assessment online. In 2021 scholars took the assessment at campus to reduce the technology issues that affect some scholars in 2020

AP Courses offered in 2021

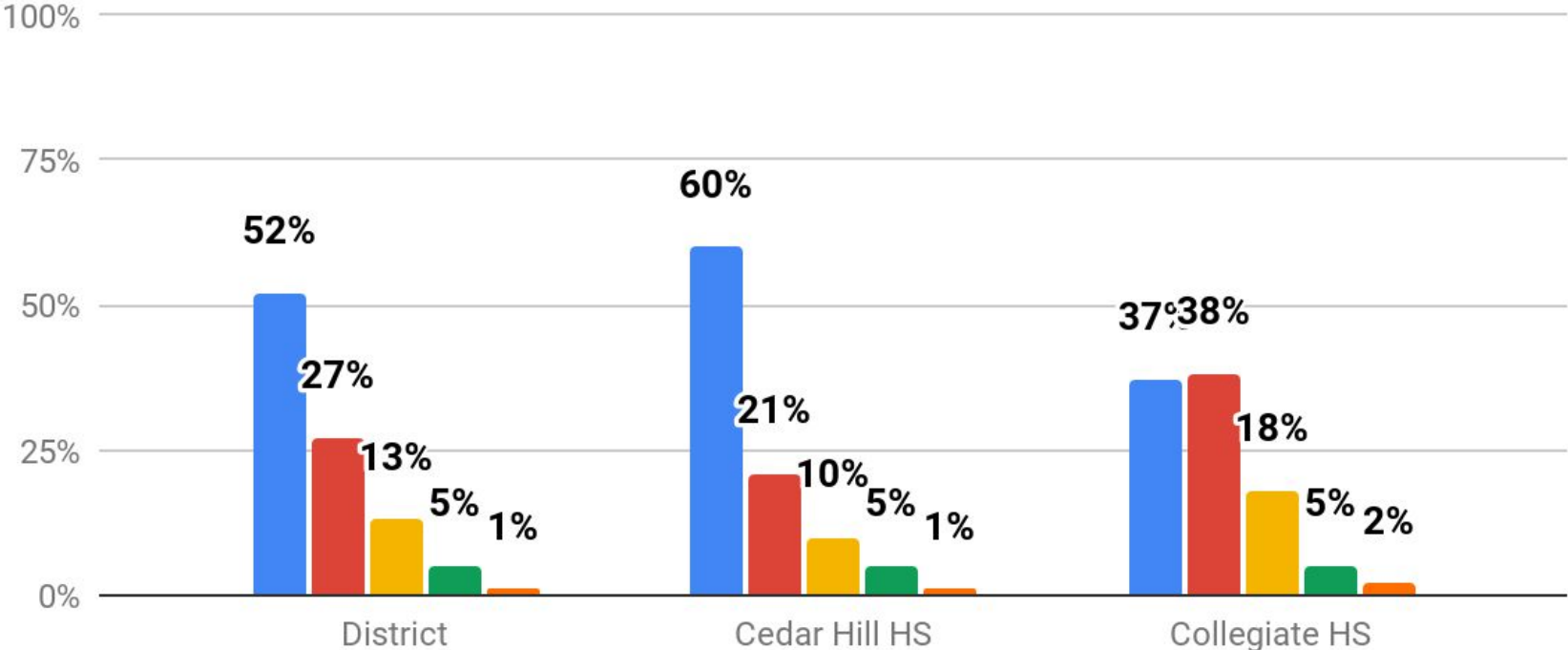
- Biology
- Calculus AB
- Chemistry
- English Language and Composition
- English Literature and Composition
- Environmental Science
- Human Geography
- Macroeconomics
- Music Theory
- Physics 1
- Physics 1
- Psychology
- Spanish Language and Culture
- Seminar
- Research
- Statistics
- Studio Art 2D
- Drawing
- US Government
- US History
- World History

Number Enrolled/Tested/ Scoring 3 or Higher



Breakdown by Score

1 2 3 4 5



Score Breakdown

AP Score Breakdown

* Assessments with fewer than 10 scholars tested

AP Test	2020 - 2021									
	Average Scale Score					Percent 3 or Better				
	Cedar Hill			State	Global	Cedar Hill			State	Global
	Average Scale Score District	Average Scale Score High School	Average Scale Score Collegiate	Average Scale Score Texas	Average Scale Score Global	% 3 or Better District	% 3 or Better High School	% 3 or Better Collegiate	% 3 or Better State	% 3 or Better Global
Biology*	2	2		2.56	2.83	0.0%	0.0%		49.0%	59.2%
Calculus AB	1.71	1.64	1.86	2.44	2.77	14.3%	7.0%	29.0%	41.6%	51.0%
Chemistry	1.55	1.55		2.39	2.66	15.0%	15.0%		42.4%	51.3%
English Language/ Composition	1.77	1.48	1.94	2.56	2.86	13.3%	9%	16.0%	46.5%	57.7%

AP Test	2020 - 2021									
	Average Scale Score					Percent 3 or Better				
	Cedar Hill			State	Global	Cedar Hill			State	Global
	Average Scale Score District	Average Scale Score High School	Average Scale Score Collegiate	Average Scale Score Texas	Average Scale Score Global	% 3 or Better District	% 3 or Better High School	% 3 or Better Collegiate	% 3 or Better State	% 3 or Better Global
English Literature/Composition	1.4	1.4		2.28	2.47	0.0%	0.0%		37.3%	43.9%
Environmental Science	2.58	2.58		2.54	2.67	58.3%	58.3%		46.0%	50.3%
Human Geography	1.67	1.44	1.94	2.33	2.69	21.2%	13.0%	33.0%	40.9%	52.5%
Macroeconomics*	1	1		2.2	2.74	0.0%	0.0%		35.3%	51.4%

AP Test	2020 - 2021									
	Average Scale Score					Percent 3 or Better				
	Cedar Hill			State	Global	Cedar Hill			State	Global
	Average Scale Score District	Average Scale Score High School	Average Scale Score Collegiate	Average Scale Score Texas	Average Scale Score Global	% 3 or Better District	% 3 or Better High School	% 3 or Better Collegiate	% 3 or Better State	% 3 or Better Global
Music Theory*	1.4	1.4		3.06	3.03	20.0%	20.0%		63.1%	61.2%
Physics 1	1.11	1.11		2	2.41	0.0%	0.0%		28.8%	42.2%
Psychology*	1	1		2.49	2.71	0.0%	0.0%		46.6%	53.3%
Spanish Language and Culture	2.96	3.57	2.35	3.16	3.39	65.2%	87.0%	44.0%	71.2%	79.4%

AP Test	2020 - 2021									
	Average Scale Score					Percent 3 or Better				
	Cedar Hill			State	Global	Cedar Hill			State	Global
	Average Scale Score District	Average Scale Score High School	Average Scale Score Collegiate	Average Scale Score Texas	Average Scale Score Global	% 3 or Better District	% 3 or Better High School	% 3 or Better Collegiate	% 3 or Better State	% 3 or Better Global
Biology	2	2		2.56	2.83	0.0%	0.0%		49.0%	59.2%
Calculus AB	1.71	1.64	1.86	2.44	2.77	14.3%	7.0%	29.0%	41.6%	51.0%
Chemistry	1.55	1.55		2.39	2.66	15.0%	15.0%		42.4%	51.3%
English Language and Composition	1.77	1.48	1.94	2.56	2.86	13.3%	9%	16.0%	46.5%	57.7%

AP Test	2020 - 2021									
	Average Scale Score					Percent 3 or Better				
	Cedar Hill			State	Global	Cedar Hill			State	Global
	Average Scale Score District	Average Scale Score High School	Average Scale Score Collegiate	Average Scale Score Texas	Average Scale Score Global	% 3 or Better District	% 3 or Better High School	% 3 or Better Collegiate	% 3 or Better State	% 3 or Better Global
Drawing	3	3		3.34	3.5	100.0%	100.0%		80.0%	85.9%
US Government*	1	1		2.35	2.62	0.0%	0.0%		41.5%	50.4%
US History	1.14	1.14		2.28	2.52	2.4%	2.4%		39.4%	47.2%
World History	1.7	1.56	1.84	2.4	2.71	14.2%	10.0%	19.0%	51.2%	52.2%

AP Scholars

AP Scholar Awards

Every fall, the AP Program recognizes high school students who have demonstrated outstanding college-level achievement through their performance on multiple AP Exams.

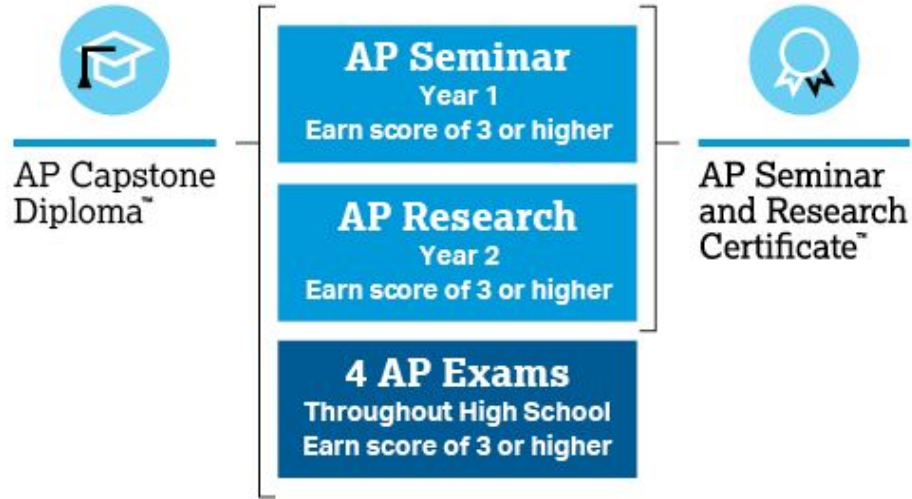
Cedar Hill Collegiate High School

- 4 AP Scholars
- 1 AP Scholar with Honors
- 1 AP Scholar with Distinction

Cedar Hill HS

- 8 AP Scholars (5 Traditional; 3 ECA)
- 1 AP Scholar with Distinction (1 ECA)
- 2 AP Seminar and Research Certificates (2 ECA)

AP Capstone Diploma Award



Cedar Hill High School is pleased to have our 1st AP Capstone Diploma Scholar!

Carah Allen - Current Senior at Early College HS

National Math and Science Initiative

National Math and Science Initiative (NMSI) Partnership Continues for the 2021 - 2022 School Year

- Provides support for the district
 - Help in the development of goals, monitor and develop sustainable plans to increase participation and success in MSE AP Classes
 - Provide subject area expertise to assist both instructors and scholars
 - Works directly with administration to proactively address concerns
- Provides professional development for instructors
- Provide resources to administer study sessions for scholars in preparation of the exam
- Covers the cost of AP exam in Math, Science and English (The district covers all other exam costs)
- Provide incentives for instructors and students for successful performance on the AP exam



Next Steps

Increase percentage of scholars enrolled in AP coursework that take and meet expectations on AP Exams

Increase Participation

- Establish expectations for scholars to sign up for AP exam early in the fall semester
- Increase communication with scholars (current and future) on the advantages of taking and passing AP exams
- Utilize district data to help identify underrepresented scholars and encourage them to take advanced level coursework
- Review additional potential courses to include in upcoming school years that meet scholar strengths and interests

Increase Performance

- Ensure all instructors are effectively using AP classroom to develop aligned activities and assignments for scholars
- Conduct AP classroom walkthroughs to monitor the alignments of the content, context and cognitive ability required of AP assessments
- Monitor and track student participation and performance in AP Study Sessions
- Identify additional development trainings, and study sessions for non-NMSI courses

QUESTIONS?



6. INFORMATION

These items are presented to the Board for information only. No presentations will be made unless specifically requested by the Board.

A. TASB Policy Update 117

Cedar Hill Independent School District BOARD OF TRUSTEES

Meeting Date: September 7, 2021

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: TASB Update 117 - Local Policy

Information

BACKGROUND INFORMATION:

Update 117 includes policy revisions in response to the declared catastrophes and to revise state rules and provisions from the 86th Legislative Session that are effective January 1, 2021.

- Delegation of Authority to the Superintendent to approve contracts for replacement, construction, or repair of equipment or facilities in event of a catastrophe, emergency or natural disaster;
- Leaves and Absences

TASB has provided a [video explanation](#) of the proposed changes.

CH (LOCAL) PURCHASING AND ACQUISITION

CV (LOCAL) FACILITIES CONSTRUCTION

DEC (LOCAL) COMPENSATION AND BENEFITS LEAVES AND ABSENCES

RECOMMENDATION:

None

BOARD ACTION REQUIRED:

None

POLICY AUTHORIZATION:

BF(Local) - Board Policies

CONTACT PERSON:

Janine Fields, Chief of Staff

FUNDING SOURCE:

N/A

ENCLOSURES:

CH(LOCAL), CV(LOCAL), DEC(LOCAL), Update 117 - Explanatory Notes

CEDAR HILL ISD

Local Policy - Update 117



Update 117

Background

Update 117 includes policy revisions in response to the declared catastrophes and to revise state rules and provisions from the 86th Legislative Session that are effective January 1, 2021.

- Delegation of Authority to the Superintendent to approve contracts for replacement, construction, or repair of equipment or facilities in event of a catastrophe, emergency or natural disaster;
- Leaves and Absences



Update 117

Review Process

- TASB provided draft policy for board review
- August 17 - Reviewed the proposed TASB policy with policy committee
- August 27 - Shared background information with all trustees
- September 7 - Board workshop
- September 20 - Board meeting



Update 117

Policy Review Committee

- Ms. Gayle Sims - Trustee
- Ms. Ramona Ross-Bacon - Trustee
- Ms. Cheryl Wesley - Trustee
- Ms. Janine Fields, Chief of Staff
- Mr. Tellauance, Asst. Supt. Student Services

Guests:

- Dr. Violet Dean, Asst. Supt. Human Resources
- Ms. Carla Settle, Executive Director Business/Finance



Update 117

Carla Settle

- CH Local - Purchasing and Acquisition
- CV Local - Purchasing and Acquisition

Recommendation

- Accept policy recommendation “as is”

Next Steps

- Update Purchasing Handbook references



Update 117

Dr. Violet Dean

- DEC Local - Compensation and Benefits

Changes

Revise: Under Availability -

- Remove "Local leave shall be made available as earned."
(Unable to set parameters in Skyward)

Next Steps

- Update DEC (LOCAL); removed sections will be put in DEC Regulations
- Communicate changes in WAIP to all hiring managers to be shared with their staff



Questions



Explanatory Notes

TASB Localized Policy Manual Update 117

Cedar Hill ISD

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Administrative Code provisions amended effective January 5, 2021, address program performance regarding certain special student populations. The rules address supervision and monitoring reviews and require the commissioner to assign districts an annual determination level based on performance of the special student populations.

BBC(LEGAL) BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

We have streamlined the reference to CH(LEGAL) regarding board member removal for purchasing violations.

BBD(EXHIBIT) BOARD MEMBERS: TRAINING AND ORIENTATION

As approved by the State Board of Education in November 2020, the Framework for School Board Development has been extensively revised.

BJCE(LEGAL) SUPERINTENDENT: SUSPENSION/TERMINATION DURING CONTRACT

Changes to this legally referenced policy on suspension of the superintendent without pay and termination during the contract term were prompted by Administrative Code revisions effective January 11, 2021.

C(LEGAL) BUSINESS AND SUPPORT SERVICES

The C Section table of contents has been revised to rename CHE to Vendor Disclosures and Contracts.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The federal Department of Education issued correcting amendments to the Uniform Guidance for Grants and Agreements, effective February 22, 2021, resulting in a change to the provisions on cooperative purchasing in this legally referenced policy. Citations have also been updated.

CH(LEGAL) PURCHASING AND ACQUISITION

Update 117 includes a reorganization of the purchasing and facilities construction legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material;
- Added existing provisions on site-based purchasing;
- Reordered and adjusted provisions for clarity and to better match statutory wording;
- Moved to CHE(LEGAL) provisions on required vendor disclosures and contract provisions and lobbying restrictions; and
- Moved detailed provisions on competitive bidding to CVA(LEGAL).

Provisions on purchasing recycled products were added from new Administrative Code rules, effective July 2, 2020.

CH(LOCAL) PURCHASING AND ACQUISITION

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district if

Explanatory Notes

TASB Localized Policy Manual Update 117

Cedar Hill ISD

emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. The superintendent must report to the board any contracts made under the delegated authority at the next regular meeting.

The recommended text also clarifies that the delegation *does not* permit the superintendent to act under Education Code 44.031(h) to make purchases without following normal competitive purchasing requirements; the board must take action to waive any Chapter 44 provisions in accordance with law.

The recommended delegation provision is optional. Please carefully review the new text to ensure it aligns with the district's practices and contact the district's policy consultant if your district does not wish to add this provision or has other revisions.

TASB Legal Services' eSource article [Emergency Management for Texas Public Schools](#) provides additional information on purchasing in emergency situations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

This legally referenced policy has been reorganized to focus on required vendor disclosures and contract provisions. This material has been moved from CH(LEGAL).

In addition, we have:

- Included references to other pertinent codes and deleted material duplicated at other policy codes; and
- Reordered and adjusted provisions for clarity and to better match statutory wording.

CL(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

New Administrative Code rules, effective July 2, 2020, prompted revisions to provisions on recycling programs.

Provisions on pool sanitation and safety standards have been streamlined to refer to the relevant legal guidance.

CV(LEGAL) FACILITIES CONSTRUCTION

Update 117 includes a reorganization of the purchasing- and construction-related legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material; and
- Reordered and adjusted provisions for flow and to better match statutory wording.

CV(LOCAL) FACILITIES CONSTRUCTION

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Explanatory Notes

TASB Localized Policy Manual Update 117

Cedar Hill ISD

CVA(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Provisions on identical, competitive bids have been moved from CH(LEGAL). In addition, a provision on making bid evaluations public has been moved to this policy from CV(LEGAL). Other revisions are to delete material duplicated at other policy codes and adjust language for clarity and to better match statutory wording.

CVB(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVC(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AGENT

Additional detail has been added regarding the construction manager-agent method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVD(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK

Additional detail has been added regarding the construction manager-at-risk method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVE(LEGAL)

FACILITIES CONSTRUCTION: DESIGN-BUILD

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

CVF(LEGAL)

FACILITIES CONSTRUCTION: JOB ORDER CONTRACTS

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

DEC(LOCAL)

COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

- Created a corresponding [Framework for Developing Leaves and Absences Procedures](#), with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Updating the definition of *catastrophic illness or injury* to clarify how it applies to the use of leave from the district's sick leave pool.

Explanatory Notes

TASB Localized Policy Manual Update 117

Cedar Hill ISD

- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.
- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Adding a clear statement to reflect that the district does not permit paid leave offset in conjunction with workers' compensation benefits.
- Revising terminology from *reimbursement* to *payment* for unused leave to reflect that employees are receiving payment for days of accumulated leave upon retirement.

New recommended provisions on state personal leave clarify that the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: For clarity and consistency with policy style, the district's locally developed text throughout the policy has been lightly edited and reorganized. As noted, some of the district's unique text that is administrative in nature is recommended for deletion. Other revisions to your unique text include:

- Adding a clear statement to reflect local leave is available as earned.
- Deleting the specific list of days no employee can take leave for discretionary purposes since a supervisor will always consider the effect of the employee's absence on the educational program or district operations.
- Deleting the bereavement leave provision as it reflects obsolete State Board rules.

We have retained unchanged your unique definition of "beneficiary," for purposes of payment for accumulated unused local leave.

EHAA(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New Administrative Code rules address the requirement for districts to provide instruction in positive character traits, which can be met through a stand-alone course or by integrating the TEKS into other courses. The rules address the frequency of instruction by grade bands and are effective for the 2021–22 school year.

EHBA(LEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Revised Administrative Code rules, effective March 14, 2021, address various special education provisions and:

- Provide more detail on instructional arrangements;
- Include a definition of *regular school day* for the purpose of determining the instructional arrangement; and
- Update citations to funding statutes.

Explanatory Notes

TASB Localized Policy Manual Update 117

Cedar Hill ISD

EHBAA(LLEGAL)

SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Provisions on a district's obligation to refer for evaluation and the definition of a *child with a disability* have been updated based on revised Administrative Code rules, effective March 14, 2021. Other changes are to better reflect statute.

EHBAB(LLEGAL)

SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

As a result of revised Administrative Code rules effective March 14, 2021, we have updated text regarding establishment of the admission, review, and dismissal (ARD) committee and added a provision addressing a district's overall responsibility for all of the functions of the IEP team and ARD committee. Citations have also been updated.

EHBAC(LLEGAL)

SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

From revised Administrative Code rules effective March 14, 2021, we have added a provision requiring the district to notify TEA within 30 calendar days of an ARD committee's decision to place a student in a residential education program.

EHBAD(LLEGAL)

SPECIAL EDUCATION: TRANSITION SERVICES

Revised Administrative Code rules, effective March 14, 2021, prompted a revision to the graduation provisions and updates to cites throughout this legally referenced policy.

EHBC(LLEGAL)

SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Revisions regarding approval of an optional flexible school day program are from revised Administrative Code rules, effective December 6, 2020.

EIF(LLEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Details have been added on the graduation of students receiving special education services who entered grade nine after the 2014–15 school year. The changes come from revised Administrative Code rules effective March 14, 2021.

In addition, we have replaced detailed provisions on graduation of students receiving special education services who entered grade nine before the 2014–15 school year with a reference to the relevant Administrative Code provision. Citations have been updated throughout.

EKB(LLEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

In accordance with House Bill 3906 (86th Legislative Session) and effective September 1, 2021, the reference to the separate writing assessment in grades 4 and 7 has been removed.

EL(LLEGAL)

CAMPUS OR PROGRAM CHARTERS

We have added provisions that a district is entitled to additional state aid if the district was under contract during the 2017–18 school year or is under renewal of such a contract to jointly operate a campus or campus program under Education Code 11.157 (Contracts for Educational Services). Details may be found in revised Administrative Code rules, effective March 30, 2021.

Explanatory Notes
TASB Localized Policy Manual Update 117

Cedar Hill ISD

FFAC(LEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

New Administrative Code rules, effective February 18, 2021, address maintenance and administration of unassigned asthma medication for districts that choose to implement such a program. Contact your policy consultant if your district has a program but lacks local policy provisions.

See FFAC in the [TASB Regulations Resource Manual](#).

1. Policy DEC (Local)

REVISED U117 DRAFT

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave for the current year available for use at the beginning of the school year.

State Leave
Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary
Use

4. Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

5. Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Request for
Leave

- a. In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

Local Leave

Each full-time employee shall earn three paid local leave days and two partially paid local leave days per school year in accordance with administrative regulations.

Each part-time employee shall earn one and one-half paid local leave days and one partially paid local leave day per school year in accordance with administrative regulations.

An employee hired before August 1, 2015, shall accumulate local leave without limit.

An employee hired on or after August 1, 2015, shall accumulate local leave to a maximum of 30 leave days.

Local leave shall be used according to the terms and conditions of state personal leave; however, the average daily rate of pay of a substitute for the employee's position shall be deducted for each day of partially paid local leave taken, whether or not a substitute is employed.

**[See State Personal
Leave, above]
Sick Leave Pool**

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.

The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:

1. Procedures to request the establishment of a sick leave pool;
2. The maximum number of days an employee may donate to a sick leave pool;

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Peace Officers
Mental Health
Leave

A District peace officer who experiences a traumatic event in the scope of employment shall be granted a maximum of three days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which a peace officer may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requestor;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

**Family and Medical
Leave**

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

COMPENSATION AND BENEFITS
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DEC
(LOCAL)

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.
Combined Leave for Spouses	When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.
Intermittent or Reduced Schedule Leave	The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.
Certification of Leave	When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.
Fitness-for-Duty Certification	In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.
Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	<p>Any full-time employee shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p>

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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(LOCAL)

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave
Offset

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Absences for court appearances related to an employee's personal business shall be deducted from the employee's available paid leave or shall be taken by the employee as leave without pay.

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District, or the beneficiary of an employee who dies while employed by the District, shall be eligible for payment for accumulated local leave under the following conditions:

1. The employee is retiring under the Teacher Retirement System of Texas (TRS).
2. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
3. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 45 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.
4. The employee has at least five consecutive years of service with the District.

The employee shall receive payment for each day of accumulated local leave, to a maximum of 60 days, at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

In the event of the death of an employee before retirement with the District, his or her beneficiaries shall receive payment for all accumulated local leave.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

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(LOCAL)

For the purpose of this policy, a beneficiary shall be defined as the person or entity named by the employee for the receipt of life insurance proceeds under the District's employee benefits program.

**Neutral Absence
Control**

If an employee is absent for three or more days and fails to properly report the absence and receive required approval, the employee shall be considered to have resigned his or her position and shall be terminated for job abandonment.

If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave; regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for re-employment with the District.

This policy shall be implemented without consideration as to whether the leave was due to personal injury, an on-the-job injury or illness, or other medical condition, and shall be uniformly applied.

2. Policy CV (Local)

FACILITIES CONSTRUCTION

CV
(LOCAL)

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$25,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above \$25,000 shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

3. Policy CH (Local)

PURCHASING AND ACQUISITION

CH
(LOCAL)

Procurement Goal In all procurement activities, agents of the Board shall:

1. Consider first the interest of the school system and the betterment of its educational program;
2. Endeavor to obtain the greatest value for every tax dollar expended; and
3. Give all responsible bidders equal consideration and assurance of unbiased judgment in determining whether their product meets specifications and the educational needs of the school system.

Purchasing Authority The Board delegates to the Superintendent the authority to determine the method of purchasing, in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate. The Board further delegates the authority to make budgeted purchases, unless:

1. State law requires the Board to make or approve a purchase; or
2. The purchase costs exceed \$50,000, an amount that shall require Board approval before a transaction may take place.

Exceptions The Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with state law;
2. A purchase made through a cooperative purchasing program, in accordance with state law;
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. The purchase of budgeted regulated utility services;
5. A continuing or periodic purchase of goods or services under a Board-approved bid or contract; or
6. A purchase for produce or fuel.

Exception for Emergency Contracts In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

PURCHASING AND ACQUISITION

CH
(LOCAL)

	<p>The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]</p>
Purchasing Procedures	<p>The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]</p>
Purchasing Method	<p>The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.</p>
<i>Competitive Bidding</i>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<i>Competitive Sealed Proposals</i>	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals in accordance with state or federal law, as applicable.</p>
Professional Services	<p>Professional services shall be procured as prescribed in state law, except for contracts funded by grants through the Department of Education.</p> <p>This shall cover all professional services valued at \$50,000 or more in the aggregate for each 12-month period, with the exception of interlocal agreements and documented sole-source items where no like services are available that would serve the same purpose or function.</p>

PURCHASING AND ACQUISITION

CH
(LOCAL)

Bids, Quotes, and Other Proposals Under \$50,000	The chief financial officer shall establish guidelines that may require bids, quotations, or proposals to be obtained prior to approving a purchase when it appears that best value and substantial savings can be realized by the District.
Electronic Bids or Proposals	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.
Signature Authority	With the exception of documents required by state law to have the Board President's signature, the Board delegates to the Superintendent signature authority for all District contracts. The Superintendent may provide for designees to sign contracts at appropriate amounts by publishing a regulation or written delegation.
Responsibility for Debts	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.
Purchase Commitments	All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.
Permissive Bids and Proposals	Purchases of goods and services for which bidding and/or proposing is neither required nor prohibited by law may be based on any procurement method that the Superintendent determines provides the best value for the District.
Personal Purchases	District employees shall not be permitted to make purchases for personal use through the District's business office.
Indemnification Contracts	No District employee is authorized to bind the District or any department or campus of the District to indemnification and/or hold harmless agreements for the benefit of any outside party in any contract signed on behalf of the District, department, and/or campus, unless otherwise specifically approved by the Board.
Sole-Source Contracts	Prior to entering into sole-source negotiations, the Superintendent shall make a determination that sole-source goods or services procurement is necessary in accordance with state law. [See CH(LEGAL)]

7. CONSENT
 - A. MISD/CHISD Interlocal Agreement

**Cedar Hill Independent School District
BOARD OF TRUSTEES**

Meeting Date: September 7, 2021

Presented by: Dr. Gerald Hudson, Superintendent of Schools

Subject: Interlocal Agreement with Midlothian ISD

Consent

BACKGROUND INFORMATION:

The purpose of this agreement is for Midlothian ISD to administer CDL skills test to eligible employees from District exchange for the consideration described herein, subject to the availability of MISD examiners. Cedar Hill has used Dallas County for testing exclusively in the past, which at times is a slow process. Having two options for testing sites will create a more efficient hiring process for the transportation department.

RECOMMENDATION:

CHISD recommends the Board of Trustees consider adopting the Interlocal Agreement for CDL Skills Testing with Midlothian Independent School District.

BOARD ACTION REQUIRED:

Motion to adopt the Interlocal Agreement for CDL Skills Testing with Midlothian Independent School District.

POLICY AUTHORIZATION:

GRB(LLEGAL)

CONTACT PERSON:

Tellauance L. Graham, Assistant Superintendent of Student Services and Administration
Gilberto Prado, Chief Financial Officer

FUNDING SOURCE:

General Operating Budget

ENCLOSURES:

Interlocal Agreement

STATE OF TEXAS
COUNTY OF ELLIS

§
§
§

**Interlocal Agreement for CDL Skills Testing
Midlothian Independent School District**

The Parties to this Interlocal Agreement ("Agreement") are the Midlothian Independent School District, an independent school district and political subdivision of the State of Texas ("MISD") and CEDAR HILL Independent School District, an independent school district and political subdivision of the State of Texas (the "District"), collectively referred to as the "Parties." The Parties enter into this Agreement pursuant to the authority of the Interlocal Cooperation Act, Texas Government Code Chapter 791.

Recitals

WHEREAS, the Parties have identified common, legitimate public purposes in entering into this Agreement;

WHEREAS, this Agreement will benefit both Parties by providing an opportunity to District employees ("Applicants") to take the Commercial Driver License ("CDL") skills test for District transportation purposes and may assist MISD in meeting testing quota requirements imposed by the Texas Department of Public Safety (the "Department");

WHEREAS, MISD is an authorized organization certified by the Department to administer the CDL skills test and is offering this service to other school districts; and

WHEREAS, the District desires for certain District employees to undergo such CDL testing provided by MISD.

NOW THEREFORE, for and in consideration of the covenants, conditions, and undertakings hereinafter described, the Parties agree as follows:

Terms and Agreements

1. General Purpose – The purpose of this Agreement is for MISD to administer the CDL skills test to eligible employees from District in exchange for the consideration described herein, subject to the availability of MISD examiners. The term of this Agreement is for the current fiscal year of MISD.

2. Responsibilities of the Parties

2.1 MISD shall remain certified to perform CDL skills testing by the Department throughout the duration of this Agreement and shall provide a copy of said certificate to District upon request.

2.2 Each MISD employee who conducts a CDL skills exam will have an examiner's certification and meet the Department's qualification requirements for examiners. MISD shall provide a copy of each examiner's certification to the District upon request.

2.3 MISD shall maintain a basic control skills course and road test route that meets the requirements described in the CDL Skills Testing Manual.

2.4 The District shall provide to MISD verification that each applicant who is to receive the services of MISD's third-party skills testing: (a) is an employee of the District; (b) has a current Texas class "C" driver's license; (c) has been issued a Texas Commercial learners permit; and (d) has a current Department of Transportation certified medical examiner's certificate. MISD reserves the right to refuse testing services to any applicant who does not meet the requirements for CDL testing, as set forth by statute and the Department or who fails to adhere to the MISD policies and rules of conduct. ?

2.5 The District shall provide MISD with: (a) a copy of the applicant's driving record for the previous three (3) years and such record must not be more than thirty (30) days old; (b) proof of the employee's domicile by providing sufficient documentation as required by 37 Texas Administrative Code Section 16.7; (c) a school bus eligible for the purposes of CDL testing, properly licensed, inspected, insured, and registered to the District for the purpose of testing District's employee(s); and (d) the costs for testing of each District employee.

2.6 Pursuant to the terms of this Agreement and 37 Texas Administrative Code Chapter 16, MISD shall provide the applicants an examination for a Texas Commercial Driver's License upon the successful completion of all required education sequences. The District agrees that no portion of this Agreement is or shall be interpreted as a guarantee or assurance that the District applicant shall either be eligible for a CDL examination or shall pass and be issued a CDL.

2.7 Exam Fee - The fee for the CDL skills test shall be paid when the applicant registers for the skills test along with a purchase order to MISD:

<u>CDL Skills Test:</u>	\$ 125.00 /participant
<u>CDL Skills Test (reexamination):</u>	\$ 75.00 /participant

Any fees or payments paid under this Agreement shall be from current revenues available to the paying party. The failure of the District to submit its purchase order and fee in a timely manner as specified herein shall relieve MISD from any duty or obligation of this Agreement.

3. Miscellaneous

3.1 No Waiver of Immunity: Nothing in this Agreement shall be construed to waive any immunity from liability. The provisions of this Agreement shall not be construed as consent to suit by MISD or District.

3.2 Liability: Neither party shall be liable for the actions of, or failure to act by the other party or any officers, employees, invitees, agents, or assigns of the other party. Each party shall be solely responsible for any claim or cause of action arising out of any act, omission, or failure to act by the party or its agents, officers, invitees, or assigns.

3.3 **Merger:** This Agreement represents the entire agreement between the Parties. No prior or contemporaneous agreements or negotiations, oral or written, shall be considered part of this Agreement. If either Party wishes to amend the current Agreement, the Amendment must be in writing and signed by both parties.

3.4 **Independent Contractors:** MISD is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determined which examiner is assigned to each applicant and the way MISD performs the services under this Agreement. This Agreement does not create a partnership or a joint venture, and neither party has the authority to bind the other.

3.5 **Choice of Law & Venue:** The provisions of this Agreement shall be governed by Texas Law and the exclusive venue of any dispute to this Agreement shall be in Ellis County, Texas.

3.6 **Assignment:** neither party shall assign, transfer, or subcontract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party.

3.7 **Counterparts:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument.

IN WITNESS THEREOF, the Parties hereby execute and attest to this Agreement by their duly authorized representatives.

MIDLOTHIAN ISD ("MISD")

By: 

Printed Name: Gary Vineyard

Title: Midlothian ISD Board President

Mailing Address: 100 Walter Stephenson Rd., Midlothian

Date: August 16, 2021

 CEDAR HILL ISD (THE "DISTRICT")

By: _____

Printed Name: _____

Title: _____

Mailing Address: _____

Date: _____

8. BOARD DISCUSSION
 - A. Candidate Nomination Dallas Central Appraisal Disitric Board
9. SUPERINTENDENT'S REPORT
10. ADJOURN