

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the Hays Consolidated Independent School District will be held on September 28, 2020 beginning at 5:30 PM at Johnson High School Cafeteria, 4260 FM 967, Buda, TX 78610.

If during the course of the meeting, discussion of any item on the agenda should be held in a closed session, the Board will adjourn to a closed session in accordance with the Texas Open Meetings Act, Texas Government Code Section 551, Subchapters D and E or Texas Government Code Section 418.183(f). Before any closed session is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions or decisions will be taken in open meeting. Policy BEC Legal attached.

The subjects to be discussed, 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.

A. **CALL TO ORDER:** Establish a quorum

B. **CLOSED SESSION**

1. Deliberate regarding Superintendent's contract extension and compensation, pursuant to Tex. Gov't Code §551.074.
2. Consultation with legal counsel regarding pending litigation in Cause No. 1:19-cv-00303-LY; In the United States District Court, Western District of Texas, Austin Division, pursuant to Texas Government Code §551.071, 551.074 and 551.129

C. **RECONVENE IN OPEN SESSION (immediately following closed session)**

D. **PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS**

United States Flag Pledge:

I pledge allegiance to the flag of the United States of America and to the republic for which it stands, one nation, under God, indivisible, with liberty and justice for all.

Texas Flag Pledge:

Honor the Texas flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible.

E. **MISSION STATEMENT**

The mission of Hays CISD is to nurture students to become extraordinary citizens through unique, personal educational experiences through an innovative community of learners while celebrating our diversity and legacy.

F. **SOCIAL CONTRACT**

The Board will:

1. Serve as District Ambassadors
2. Be Professional
3. Collaborate as a Team and Respect the Body Corporate

4. Promote Discussion and Respect Each Other
5. Assume Positive and Noble Intentions

G. PUBLIC FORUM

It is the policy of the Board that, if members of the public wish to address the Board in Public Forum, they must complete and submit the Request to Address the Board of Trustees form. In order to assure the safety of the public, Board Members and District Administrators during the COVID 19 pandemic, it is necessary to require anyone who wishes to publicly address the Board in this meeting to sign-up by completing the form found on line at <https://www.hayscisid.net/boardcomment> between the hours of 8:00 am and 12:00 noon on the day of this meeting. In order to address the Board, the form MUST be submitted by 12:00 noon on the day of this meeting. The individuals who wish to address the Board should be at the meeting at Johnson High School by 6:00 pm on September 28, 2020. The order of the speakers will coincide with the order in which the Request to Address the Board of Trustees forms were submitted to the District.

In compliance with state and local mandates associated with the COVID19 pandemic, there will be no audience for this meeting. All registered speakers will remain outside at a social distance of 6 feet apart and wear face coverings. One speaker will be allowed into the meeting at a time to address the Board and will exit the meeting area prior to the next speaker entering the meeting area.

If you would like to leave comments with the Board but do not wish to attend the meeting, you can submit such comments at <https://www.hayscisid.net/boardcomment>.

Those comments must be submitted between the hours of 8:00 am and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

Public participation in Board meetings is limited to the Public Forum portion of the meeting agenda, as provided in Board policy.

Please be aware that the audio of Public Forum is recorded as a part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.

H. REQUESTS FOR INFORMATION FROM THE BOARD OF TRUSTEES

I. CONSENT AGENDA

Per Board Policy BE all items listed as consent items are considered to be routine by the Board and shall be enacted with one motion. There shall be no separate discussion unless a Board member so requests, in which event the item shall be removed as a consent item and considered as an individual item on the regular agenda.

1. Minutes of Board of Trustees Meetings

Dr. Eric Wright

a. August 17, 2020

b. August 24, 2020

2. Finance Report

Randy Rau

3. Budget Amendments

Randy Rau

4. Procurements

a. Additional Custodial Supplies - Hotsy Carlson

Max Cleaver

b. Classroom Supplies - Materials - Cengage Learning

Sandra Dowdy

c. CTE Certification Software - NCS Pearson

Sandra Dowdy

- d. Playground Materials/Supplies - Soil Express
Max Cleaver
- e. Playground Supplies/Materials & Services - TF Harper
Max Cleaver
- f. Regular and Additional Custodial Supplies - Buckeye Cleaning
Max Cleaver
- g. Student ID Cards - Security Mobility dba Smart Tag
Max Cleaver
- h. Technology Supplies & Equipment - Chromebooks - GTS Technology Solutions
Dianne Borreson
- 5. Consideration and possible approval of an extension on the audit due to COVID
Randy Rau
- 6. Contracts. Memorandums of Understanding and/or Agreements
 - a. Texas State University Teacher Fellows Program MOU
Marivel Sedillo
- 7. Consideration and possible approval of the 2020-2021 amended appraiser list
Marivel Sedillo

J. ACTION ITEMS

- 1. Consideration and possible action, if any, resulting from closed session
 - a. Action, if any, on Superintendent contract extension and/or contract terms and compensation
 - b. Action, if any, regarding Cause No. 1:19-cv-00393-LY
- 2. Consideration and possible adoption of Amended Compensation Plan
Dr. Eric Wright, Marivel Sedillo
- 3. Consideration and possible approval of the purchase of emergency and restoration services for water damage at Chapa Middle School
Max Cleaver
- 4. Consideration and possible approval of Center Point Gas Line Easement at Barton Middle School
Max Cleaver
- 5. Ratification of Execution of Interlocal Agreement for Administration of CRF Funding Under the Cares Act
Dr. Eric Wright
- 6. Review and possible adoption of the Hays CISD Goals for 2020-2021
Dr. Eric Wright
- 7. Consideration and possible adoption of TASB Policy Update 115 Affecting Local Policies
Dr. Eric Wright
Policy Update 115 Affecting Local Policies
TASB Initiated Revisions with No Further Recommendations at District Level
 - BF(LOCAL): Board Policies
 - DED(LOCAL): Compensation and Benefits - Vacations and Holidays
 - DIA(LOCAL): Employee Welfare - Freedom From Discrimination, Harassment, and Retaliation
 - EI(LOCAL): Academic Achievement
 - FB(LOCAL): Equal Educational Opportunity
 - FD(LOCAL): Admissions
 - FEB(LOCAL): Attendance - Attendance Accounting
 - FFG(LOCAL): Student Welfare - Child Abuse and Neglect
 - FFH(LOCAL): Student Welfare - Freedom From Discrimination, Harassment, and Retaliation
 - FMF(LOCAL): Student Activities - Contests and Competition
 - FNG(LOCAL): Student Rights and Responsibilities - Student and Parent Complaints/Grievances

- GF(LOCAL): Public Complaints

8. Consideration and possible appointment of Texas Association of School Board Delegate and Alternate Delegate for the annual TASA/TASB Convention
Board Matter

K. INFORMATION ITEMS

1. Update on 2020-2021 School Year
Dr. Eric Wright

L. RECAP OF BOARD MEMBERS' REQUESTS FOR INFORMATION

Board Secretary

M. BOARD REFERENCE DOCUMENTS

N. UPCOMING BOARD MEETINGS

- October 19, 2020 @ Johnson High School 5:30 pm
 - October 26, 2020 @ Johnson High School 5:30 pm
 - November 30, 2020 @ Lehman High School 5:30 pm
 - December 14, 2020 @ Lehman High School 5:30 pm
 - January 19, 2021 @ Lehman High School 5:30 pm
 - January 25, 2021 @ Lehman High School 5:30 pm
 - February 22, 2021 @ Lehman High School 5:30 pm
 - March 29, 2021 @ Lehman High School 5:30 pm
 - April 19, 2021 @ Hays High School 5:30 pm
 - April 26, 2021 @ Hays High School 5:30 pm
 - May 17, 2021 @ Hays High School 5:30 pm
 - May 24, 2021 @ Hays High School 5:30 pm
 - June 21, 2021 @ Hays High School 5:30 pm
 - June 28, 2021 @ Hays High School 5:30 pm
- Official Board of Trustees information may be obtained at www.hayscisd.net*

O. ADJOURN

This notice was posted in compliance with the Texas Open Meetings act on: September 25, 2020 at 2:00 PM

Exceptions for Closed Meetings

A board may conduct a closed meeting for the purposes described in the following provisions.

Attorney Consultation

A board may conduct a private consultation with its attorney only when it seeks the attorney's advice about pending or contemplated litigation or a settlement offer or on a matter in which the duty of the attorney to the board under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the requirement for open meetings. *Gov't Code 551.071* [See BE for permissible methods of communication for attorney consultations]

Real Property

A board may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.072*

Prospective Gift

A board may conduct a closed meeting to deliberate a negotiated contract for a prospective gift or donation to a district if deliberation in an open meeting would have a detrimental effect on the board's position in negotiations with a third person. *Gov't Code 551.073*

Personnel Matters

A board is not required to conduct an open meeting to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee. However, a board may not conduct a closed meeting for these purposes if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. *Gov't Code 551.074*

The closed meeting exception for personnel matters does not apply when a board discusses an independent contractor who is not a school employee, such as an engineering, architectural, or consultant firm, or when a board discusses a class or group of employees, not a particular employee. *Atty. Gen. Op. MW-129 (1980), Atty. Gen. Op. H-496 (1975)*

Employee-Employee Complaints A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

Student Discipline A board is not required to conduct an open meeting to deliberate in a case in which a complaint or charge is brought against a district employee by another employee and the complaint or charge directly results in the need for a hearing. However, a board may not conduct a closed meeting for this purpose if the employee against whom the complaint or charge is brought makes a written request for an open hearing. *Gov't Code 551.082*

Personally Identifiable Student Information

A board is not required to conduct an open meeting to deliberate a matter regarding a student if personally identifiable information about the student will necessarily be revealed by the deliberation.

Directory information about a public school student is considered to be personally identifiable information about the student for this purpose only if a parent or guardian of the student, or the student if the student has attained 18 years of age, has informed a district that the directory information should not be released without prior consent. [See FL]

This exception does not apply if an open meeting about the matter is requested in writing by a parent or guardian of the student or by the student if the student has attained 18 years of age.

Gov't Code 551.0821

Medical or Psychiatric Records

A board that administers a public insurance, health, or retirement plan is not required to conduct an open meeting to deliberate

1. The medical records or psychiatric records of an individual applicant for a benefit from the plan; or
2. A matter that includes a consideration of information in the medical or psychiatric records of an individual applicant for a benefit from the plan.

Gov't Code 551.0785

Security

A board is not required to conduct an open meeting to deliberate:

1. The deployment, or specific occasions for implementation, of security personnel or devices, or
2. A security audit

Gov't Code 551.076

A board is not required to conduct an open meeting to deliberate:

1. Security assessments or deployments relating to information resources technology;
2. Network security information as described by Government Code 2059.055(b); or
3. The deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices.

Gov't Code 551.089

Assessment Instruments

A board shall conduct a closed meeting to discuss or adopt individual assessment instruments or assessment instrument items. *Education Code 39.030(a)*

Emergency Management

A board is not required to conduct an open meeting to deliberate information confidential under Government Code 418.175–418.182, Management relating to Homeland Security. However, a board must make a tape recording of the proceedings of a closed meeting held to deliberate the information.

Gov't Code 418.183(f)

Economic Development Negotiations

A board is not required to conduct an open meeting:

1. To discuss or deliberate regarding commercial or financial information that the board has received from a business prospect that the board seeks to have locate, stay, or expand in or near a district and with which the board is conducting economic development negotiations; or
2. To deliberate the offer of a financial or other incentive to such a business prospect.

Gov't Code 551.087

Procedures for Closed Meetings

If a closed meeting is allowed, a board shall not conduct the closed meeting unless a quorum of the board first convenes in an open meeting for which proper notice has been given [see BE] and the presiding officer has publicly announced that a closed meeting will be held and has identified the section or sections of the Open Meetings Act or other applicable law under which the closed meeting is held. *Gov't Code 551.101*

Vote or Final Action

A final action, decision, or vote on a matter deliberated in a closed meeting shall be made only in an open meeting for which proper notice has been given. *Gov't Code 551.102* [See BE]

Certified Agenda or Recording

A board shall either keep a certified agenda or make a recording of the proceedings of each closed meeting, except for private consultation with a district's attorney. The certified agenda must include a statement of the subject matter of each deliberation, a record of any further action taken, and an announcement by the presiding officer at the beginning and end of the closed meeting indicating the date and time. A presiding officer shall certify that a certified agenda is a true and correct record of the proceedings. If a recording is made, it must include announcements by the presiding officer at the beginning and end of the meeting indicating the date and time. *Gov't Code 551.103*

"Recording" means a tangible medium on which audio or a combination of audio and video is recorded, including a disc, tape, wire, film, electronic storage drive, or other medium now existing or later developed. *Gov't Code 551.001(7)*

Closed meetings may not be recorded by an individual trustee against the wishes of a majority of a board. *Zamora v. Edgewood Indep. Sch. Dist., 592 S.W.2d 649 (Tex. App.—San Antonio, 1979, writ ref'd n.r.e.)*

Preservation

A board shall preserve the certified agenda or recording of a closed meeting for at least two years after the date of the meeting. If a legal action involving the meeting is brought within that period, the board shall preserve the certified agenda or recording while the action is pending. *Gov't Code 551.104(a)*

Public Access

A certified agenda or recording of a closed meeting is available for public inspection and copying only under a court order issued as a result of litigation involving an alleged violation of the Open Meetings Act. *Gov't Code 551.104(b), (c)*

Prohibitions

No board member shall participate in a closed meeting knowing that neither a certified agenda nor a recording of the closed meeting is being made. *Gov't Code 551.145*

No individual, corporation, or partnership shall without lawful authority disclose to a member of the public the certified agenda or recording of a meeting that was lawfully closed to the public. *Gov't Code 551.146*

No board member shall knowingly call or aid in calling or organizing a closed meeting that is not permitted under the Open Meetings Act, close or aid in closing a regular meeting to the public except as permitted under the Open Meetings Act, or participate in a closed meeting that is not permitted under the Open Meetings Act. *Gov't Code 551.144(a)*

Affirmative Defense

It is an affirmative defense to prosecution under Subsection 551.144(a) that a board member acted in reasonable reliance on a court order or a written interpretation of the open meetings law contained in an opinion of a court of record, the attorney general, or the board's attorney. *Gov't Code 551.144(c)*

DATE ISSUED: 11/16/2017

UPDATE 109

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 21, 2020

Subject: Public Forum

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

- A. Purpose of Agenda Item
 Action needed Information only Receive input
- B. Authority for This Action:
 Local Policy BED Law or Rule N/A

The Board encourages comments from citizens of the District and from District employees.

Policy BED local states that audience participation at a Board Meeting is limited to the public comment portion of the meeting designated for that purpose. At all other times during a Board Meeting, the audience shall not enter into discussion or debate on matters being considered by the Board, unless requested by the presiding officer.

The time allowed to each speaker during the Public Forum will depend upon the number of people signing up to speak.

It is the policy of the Board that, if members of the public wish to address the Board in Public Forum, they must complete and submit a Request to Address the Board of Trustees form. In order to assure the safety of the public, Board Members and District Administrators during the COVID 19 pandemic, it is necessary to require anyone who wishes to publicly address the Board in this meeting to sign-up, by completing the form found online at www.hayscisd.net/boardcomment between the hours of 8:00 am and 12 noon on the day of this meeting. In order to address the Board, the form MUST be submitted by 12:00 noon on the day of this meeting. The individuals who wish to address the board should be at the meeting at Johnson High School by 6:00 pm on the day of this meeting. The order of the speakers will coincide with the order in which the Request to Address the Board of Trustees forms were submitted to the District.

In compliance with state and local mandates associated with the COVID 19 pandemic, there will be no public audience for this meeting. All registered speakers will remain outside at a social distance of 6 feet apart and wear face covering. One speaker at a time will be allowed into the meeting to address the Board and will exit the meeting area prior to the next speaker entering the meeting area.

If you would like to leave comments with the Board but do not wish to attend the meeting, you can submit such comments at www.hayscisd.net/boardcomment. Those comments must be submitted between the hours of 8:00 am and 12:00 noon on the day of this meeting. All of such comments will be made available to all Board Members prior to this meeting.

Please be aware that the audio of Public Forum is recorded as part of the recording of the entire meeting and is published on the District's website without alteration. A person who chooses to speak in Public Forum is consenting to the online publication of their comments.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Consideration and Possible Approval of Consent Agenda

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy BE

Law or Rule

N/A

Policy Be local states that the consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote

C. Goal or Need Addressed:

As listed on attached pages

D. Summary:

Previous board action relating to this item - Ongoing

Future action anticipated - Monthly

Background information – The following items are presented for approval

1. Board Meeting Minutes
2. Finance Report
3. Budget Amendments
4. Procurements
5. Extension on the Financial Audit due to COVID
6. Contracts, Memorandums of Understanding and/or Agreements
7. 2020-2021 Amended Appraiser List

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other _____

All agenda items have been reviewed by the Superintendent's Cabinet

F. Administrative Recommendation:

The Superintendent recommends the Board approve consent agenda items as presented.

G. Fiscal Impact and Cost:

Amount: Per individual items attached

H. Suggested Motion:

I move that the Board approve the consent agenda as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Consideration and possible approval of meeting minutes

Administrator Responsible/Position: Dr. Eric Wright, Superintendent

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

Policy BE local states that Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the Board President and the Board Secretary

C. Goal or Need Addressed: N/A

D. Summary:

Previous board action relating to this item - Ongoing

Future action anticipated - Monthly

Background information – Minutes from the August 17, 2020 and August 24, 2020 meetings are presented for approval

E. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other _____

All agenda items have been reviewed by the Superintendent's Cabinet.

F. Administrative Recommendation:

The Superintendent recommends the Board approve minutes from the August 17, 2020 and August 24, 2020 Board meetings as presented.

G. Fiscal Impact and Cost: Amount: N/A

Budget

Bond

Grant/Special Funds

Other _____

H. Suggested Motion:

I move that the Board approve the August 17, 2020 and August 24, 2020 Board meeting minutes as presented.

Minutes of Regular Meeting August 17, 2020

Hays CISD Board of Trustees

These minutes are a record of the actions taken by the Hays CISD Board of Trustees in the meeting held on the above date. The complete video of this meeting is accessible at www.hayscisd.net for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held Monday, August 17, 2020, beginning at 6:00 PM in the Johnson High School, 4260 FM 967, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board president, Esperanza Orosco, called the meeting to order at 6:00 PM. All board members, Willie Tenorio, Will McManus, Esperanza Orosco, Merideth Keller, Raul Vela, Vanessa Petrea and Michael Sanchez were present.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

PUBLIC FORUM

No one signed up to address the Board during the Public Forum portion of the meeting.

STUDENT ACHIEVEMENT REPORT – to be presented at August 24, 2020 meeting

Learning Management System - Schoology - Emily Herrin

Grading Guidelines - Derek McDaniel

CONSENT AGENDA - FOR ACTION ON AUGUST 24, 2020

Minutes of Board of Trustees Meetings

Finance Report

Budget Amendments

Procurements

Bulk Fuel - SC Fuel

Equipment Rental - United Rentals

Fire Alarm System Replacement - JM Electronic

HR Software - TalentEd & Smartfind - PowerSchool

HVAC Supplies/Services - TD Industries & TX Airsystem Parts

Maintenance & Operations Supplies/Materials - Home Depot

Tires/Services for Transportation - Southern Tire Mart

Transportation Services - Longhorn Bus Sales & Rush Truck Center

Consideration and possible approval of the Appraisal Calendar and List of Certified Appraisers

Consideration and possible approval of Application for Optional Flexible School Day Program at Live Oak Academy for the 2020-2021 School Year

Consideration and possible approval of property, school liability, automobile, and worker's compensation insurance coverage with the Texas Association of School Boards (TASB) Risk Management Fund

Administration answered questions from the Board.

ACTION ON AUGUST 17, 2020

Consideration and Possible Adoption of the Order to Declare the Postponed May 2020 Bond Moot for the November 2020 Election

Administration has discussed with bond counsel the option to proceed with the election in November or recommend that the Board declare it moot. The administration's determination not to recommend proceeding in November is based on the unknowns surrounding the coronavirus effects on the district. Rigorous discussion ensued and administration answered questions from the Board. Mrs. Keller moved and Mr. McManus seconded the motion that the Board adopt the order cancelling the 2020 bond election, as presented. The motion passed with a 7-0 vote.

ACTION ITEMS FOR ACTION ON AUGUST 24, 2020

At this point in the meeting the agenda item "Consideration and possible approval of a Joint Use Agreement for Parking Facilities with the City of Kyle Reinvestment Zone Number Two" was heard. Max Cleaver presented information to the Board. James Earp from the City of Kyle and Mark Jones, Hays County Commissioner, were on hand to answer additional questions presented by Board Members.

Consideration and possible adoption of a Resolution Expressing Intent to Defeas and Redeem Certain of the District's Outstanding Bonds

Consideration and possible acceptance of the certified values from the appraisal districts

Consideration and possible Adoption of the 2020-2021 Maximum Tax Rate

Consideration and possible approval of revision of County Line Special Utility District (CLSUD) access easement near Uhland Elementary School

Consideration and possible approval of Water Line Easement for Goforth Special Utility District on Dacy Lane

Consideration and possible approval of procurement of Autism Professional Development through STAR Autism Support LLC

Administration answered questions from Board Members regarding the TEA Cycle 2 Autism Grant and the professional development that will be provided.

Consideration and Possible Adoption of the Student Code of Conduct for the 2020-2021 School Year

Consideration and possible endorsement of an individual to serve on the TASB Board of Directors - Region 13, Position B

INFORMATION ITEMS

Update on Beginning of 2020-2021 School Year

Purchasing Coop Fees

TASB Policy Update 115 Affecting Local Policies - First Reading

BF(LOCAL): Board Policies

DED(LOCAL): Compensation and Benefits - Vacations and Holidays

DIA(LOCAL): Employee Welfare - Freedom From Discrimination, Harassment, and Retaliation
EI(LOCAL): Academic Achievement
FB(LOCAL): Equal Educational Opportunity
FD(LOCAL): Admissions
FEB(LOCAL): Attendance - Attendance Accounting
FFG(LOCAL): Student Welfare - Child Abuse and Neglect
FFH(LOCAL): Student Welfare - Freedom From Discrimination, Harassment, and Retaliation
FMF(LOCAL): Student Activities - Contests and Competition
FNG(LOCAL): Student Rights and Responsibilities - Student and Parent Complaints/Grievances
GF(LOCAL): Public Complaints

ADJOURN

No further business was conducted and the meeting adjourned at 8:35 PM.

Minutes of Regular Meeting August 24, 2020

Hays CISD Board of Trustees

These minutes are a record of the actions taken by the Hays CISD Board of Trustees in the meeting held on the above date. The complete video of this meeting is accessible at www.hayscisd.net for those who wish to hear the specific details of the discussions on the agenda topics presented.

A Regular Meeting of the Board of Trustees of Hays CISD was held Monday, August 24, 2020, beginning at 5:30 PM in the Johnson High School, 4260 FM 967, Buda, Texas 78610.

CALL TO ORDER: Establish a quorum

Board president, Esperanza Orosco, called the meeting to order at 6:00 PM. All board members, Willie Tenorio, Will McManus, Esperanza Orosco, Merideth Keller, Raul Vela, Vanessa Petrea and Michael Sanchez were present.

CLOSED SESSION

The Board adjourned to closed session at 5:31 to consider employment, including Director of Custodial Services, Resignations, Extended Leaves, Additional Positions and Other Personnel Matters under Tex. Gov't Code Sec. 551.074.

RECONVENE IN OPEN SESSION

The Board reconvened in open session at 6:00 PM.

PLEDGE OF ALLEGIANCE TO UNITED STATES AND TEXAS FLAGS

MISSION STATEMENT

SOCIAL CONTRACT

PUBLIC HEARING

Conduct a Public Hearing on the Application for Optional Flexible School Day Program at Live Oak Academy for 2020-2021 School year

No one signed up to address the Board during the Public Hearing.

PUBLIC FORUM

No one signed up to address the Board during the Public Forum portion of the meeting.

STUDENT ACHIEVEMENT REPORT

Emily Herrin, Derek McDaniel, Mandy Taylor, and Denise Schweitzer presented the board with extensive information regarding the Learning Management System - Schoology – that will be used for virtual learning in the district beginning in the 2020-2021 school year. They answered many questions from the Board.

Derek McDaniel presented information on the Grading Guidelines for both the virtual learning environment and the face to face learning. He answered questions from the Board.

CONSENT AGENDA

Minutes of Board of Trustees Meetings

Finance Report

Budget Amendments

Procurements

Bulk Fuel - SC Fuel

Equipment Rental - United Rentals

Fire Alarm System Replacement - JM Electronic

HR Software - TalentEd & Smartfind - PowerSchool

HVAC Supplies/Services - TD Industries & TX Airsystem Parts

Maintenance & Operations Supplies/Materials - Home Depot

Tires/Services for Transportation - Southern Tire Mart

Transportation Services - Longhorn Bus Sales & Rush Truck Center

Consideration and possible approval of the Appraisal Calendar and List of Certified Appraisers

Consideration and possible approval of Application for Optional Flexible School Day Program at Live Oak Academy for the 2020-2021 School Year

Consideration and possible approval of property, school liability, automobile, and worker's compensation insurance coverage with the Texas Association of School Boards (TASB) Risk Management Fund

Mr. McManus moved and Mrs. Petrea seconded the motion that the Board approve the consent agenda, as presented. The motion passed with a 7-0 vote.

ACTION TAKEN ON AUGUST 17, 2020

Consideration and Possible Adoption of the Order to Declare the Postponed May 2020 Bond Moot for the November 2020 Election – this item as passed at the August 17, 2020 Board Meeting.

ACTION ITEMS

At this point in the meeting the Board considered the approval of a Joint Use Agreement for Parking Facilities with the City of Kyle Reinvestment Zone Number Two.

Discussion ensued and administrators answered questions from the Board. Kyle City Mayor, Travis Mitchell, was in attendance and addressed the Board regarding this item. Mrs. Keller moved and Mr. Vela seconded the motion that the Board approve the Joint Use Agreement with the City of Kyle reinvestment Zone Number Two for parking facilities near the Hays CISD Performing Arts Center, as presented. The motion passed with a 6-1 vote. Mr. Vela, Mrs. Keller, Mrs. Orosco, Mr. McManus, Dr. Sanchez and Mrs. Petrea voting for the motion and Mr. Tenorio voting no.

The Board took a short break and reconvened at 7:55 PM.

Consideration and possible action, if any, resulting from closed session

Consideration of Superintendent's recommendation regarding employment and contract status of Director of Custodial Services

Mr. McManus moved and Mr. Vela seconded the motion that the Board approve the Superintendent's recommendation to hire Mr. Brandon Porter as the Director of Custodial Services for the District. The motion passed with a 7-0 vote.

Consideration and possible adoption of a Resolution Expressing Intent to Defeas and Redeem Certain of the District's Outstanding Bonds

The Board declared its present intent to defeas and redeem approximately \$10,000,000 in aggregate principal amount of Outstanding Bonds in the fiscal year that commenced on July 1, 2020. Mr. McManus moved and Mrs. Petrea seconded the motion that the Board adopt an order authorizing and providing for the

defeasance and redemption of certain outstanding obligations of Hays CISD; authorizing the execution of an escrow agreement, and containing other provisions related thereto. The motion passed with a 7-0 vote.

Consideration and possible adoption of a parameter order authorizing the issuance of Hays Consolidated Independent School District Unlimited Tax Refunding Bonds; levying a tax and providing for the security and payment therefor; authorizing the pricing officer to approve the award of the sale thereof in accordance with specified parameters; authorizing the redemption prior to maturity of certain outstanding bonds; and enacting other provisions related thereto.

Mr. McManus moved and Mrs. Petrea seconded the motion that the Board approve the Parameter Order as presented. The motion passed with a 7-0 vote.

Consideration and possible acceptance of the certified values from the appraisal districts

Randy Rau informed the board that the net taxable values for the 2020 tax year (2020-2021 fiscal year) from the Hays, Caldwell and Travis appraisal districts increased \$1,001,626,874 or 11.36% compared to the tax year 2019 (2019-2020 fiscal year). Mr. McManus moved and Mrs. Keller seconded the motion that the Board accept the certified values as presented. The motion passed with a 7-0 vote.

Consideration and possible Adoption of the 2020-2021 Maximum Tax Rate

On this date, the Board of Trustees of the Hays Consolidated Independent School District, at a duly called meeting held in accordance with all applicable legal requirements, including open meeting laws, hereby set the tax rate for the District at a total tax rate of \$1.4037, to be assessed and collected as follows:

Maintenance & Operations Rate of	\$0.9060
Interest & Sinking Rate of	\$0.4977
Combined Total Tax Rate of	\$1.4037

The Board of Trustees hereby moves, that the property tax rate be increased by the adoption of a tax rate of \$1.4037, which is effectively a .9638 percent increase in the tax rate. This percent is the percentage by which the proposed tax rate exceeds the no-new-revenue tax rate.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE

This motion was made by Mrs. Orosco and seconded by Mr. McManus. The motion passed with a 7-0 vote.

Consideration and possible approval of revision of County Line Special Utility District (CLSUD) access easement near Uhland Elementary School

In June 2020, the Board approved the construction of a playfield at Uhland Elementary School. The existing County Line Special Utility District Access Easement must be modified so it does not conflict with the new field. The original access easement was approximately 0.513 acres, the vacated portion of the original easement is approximately 0.2 acres and the newly requested easement is approximately 0.299 acres, for a revised easement total of 0.612 acres. Mr. McManus moved and Mrs. Petrea seconded the motion that the Board approve and grant a revised access easement to the County Line Special Utility District, as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of Water Line Easement for Goforth Special Utility District on Dacy Lane

Due to the widening of Dacy Lane, Goforth Special Utility District plans to move the public water line out from under the new proposed roadway section. Goforth Special Utility District is requesting an easement consisting of approximately 0.258 acres near the Child Nutrition Warehouse and McCormick Middle School. Mr. McManus moved and Dr. Sanchez seconded the motion that the Board approve and grant a water line easement to Goforth Special Utility District, as presented. The motion passed with a 7-0 vote.

Consideration and possible approval of a Joint Use Agreement for Parking Facilities with the City of Kyle
Reinvestment Zone Number Two

This item was moved up on the agenda

Consideration and possible approval of procurement of Autism Professional Development through STAR Autism
Support LLC

Mr. Vela moved and Mrs. Keller seconded the motion that the Board approve STAR Autism Support LLC,
for staff training, student supports and curriculum materials during the TEA Cycle 2 Autism Grant, for
\$515,000 during the two year term of this grant, as presented. The motion passed with a 7-0 vote.

Consideration and possible Adoption of the Student Code of Conduct for the 2020-2021 School Year

Mr. McManus moved and Mr. Vela seconded the motion that the Board adopt the 2020-2021 Student Code
of Conduct, a presented. The motion passed with a 7-0 vote.

Consideration and possible endorsement of an individual to serve on the TASB Board of Directors - Region 13,
Position B

Mr. McManus moved and Mrs. Keller seconded the motion that the Board endorse Mary Jane Hetrick for a
position on the TASB Board of Directors, representing Region 13, Position B. The motion passed with a 6-
0-1 vote, Mr. Vela, Mrs. Keller, Mrs. Orosco, Mr. McManus, Mrs. Petrea and Mr. Tenorio voting in favor of
the endorsement and Dr. Sanchez abstaining from the vote.

INFORMATION ITEMS - information shared at August 17, 2020 Agenda Workshop
Update on Beginning of 2020-2021 School Year

Purchasing Coop Fees

TASB Policy Update 115 Affecting Local Policies - First Reading

BF(LOCAL): Board Policies

DED(LOCAL): Compensation and Benefits - Vacations and Holidays

DIA(LOCAL): Employee Welfare - Freedom From Discrimination, Harassment, and Retaliation

EI(LOCAL): Academic Achievement

FB(LOCAL): Equal Educational Opportunity

FD(LOCAL): Admissions

FEB(LOCAL): Attendance - Attendance Accounting

FFG(LOCAL): Student Welfare - Child Abuse and Neglect

FFH(LOCAL): Student Welfare - Freedom From Discrimination, Harassment, and Retaliation

FMF(LOCAL): Student Activities - Contests and Competition

FNG(LOCAL): Student Rights and Responsibilities - Student and Parent Complaints/Grievances

GF(LOCAL): Public Complaints

ADJOURN

No further business was conducted and the meeting adjourned at 8:37 PM.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: August 2020 Financial Statements

Administrator Responsible/Position:

- A. Purpose of Agenda Item: Action needed Information only Receive input
- B. Authority for This Action: Local Policy Law or Rule N/A
- C. Goal or Need Addressed:
- D. Summary:
 Previous board action relating to this item - Monthly
 Future action anticipated -
 Background information – A separate summary is attached with the financials.
- E. Comments Received: Cabinet DLT FBOC Teacher Org. Reps. Other _____
- F. Administrative Recommendation:
There is no board action necessary. The monthly financial statements are presented as an information item.
- G. Fiscal Impact and Cost: Amount: \$ _____
 Budget Bond Grant/Special Funds Other _____
- H. Suggested Motion:
There is no board action necessary. The monthly financial statements are presented as an information item.

Hays Consolidated Independent School District

Division of Financial Services

21003 Interstate 35 Frontage Road
Kyle, Texas 78640
Ph: (512) 268-2141
Fx: (512) 268-2147



Date: September 28, 2020

Monthly Financial Highlights

- The monthly Financial Reports represent financial data through August 31, 2020.
- The cash and investment balances of all funds at month end totals \$92,994,837.85. The General Fund makes up the largest portion of the total with \$53,977,253.56 or roughly 58.04%.
- Through the end of the month (2/12 or 16.67% of the budget year):
 - The General Fund has collected \$12,688,170.43 (6.55% of its budgeted revenue) and has spent \$26,973,986.36 (13.74% of its budgeted expenditures). The ending fund balance through the month of August is \$43,381,449.80.
 - The Child Nutrition fund has collected \$1,525.10 (0.02% of its budgeted revenue) and has spent \$789,996.28 (7.98% of its budgeted expenditures).
 - The Debt Service fund collected \$7,443 (0.02% of its budgeted revenue) and spent \$21,985,326.63 (50.29%) of its budgeted expenditures). Debt service payments are made two times a year, February 15th and August 15th.
 - The Capital Project funds have expended \$17,868.50 in the current fiscal year through the month of August 2020 and collected \$7,631.60 in interest revenue.
- Special Revenue funds consist of Federal, State, and local grants received by the District. Some of these grants such as Title I and IDEA are non-competitive federal grants which the District receives based on certain types of student populations reported through PEIMS. Other local grants are “competitive grants” and are awarded based on demonstrated needs. This group of funds also includes the Textbook (IMA) and awarded Education Foundation funds. Total revenue collected is \$1,498,634.53 and total expenditures spent is \$1,498,634.53.
- Current Tax collections for the month of August 2020 totaled \$363,902.15 representing .28% of the levy collected during the month. Approximately 99.61% of the total levy has been collected through the end of August 2020. In comparison, 99.44% of the total levy was collected through the end of August 2019.

If you should have any questions regarding these financials please contact me.

Randall Rau, CPA

Chief Financial Officer
Hays Consolidated Independent School District

Hays Consolidated Independent School District

Financial Reports



August 31, 2020

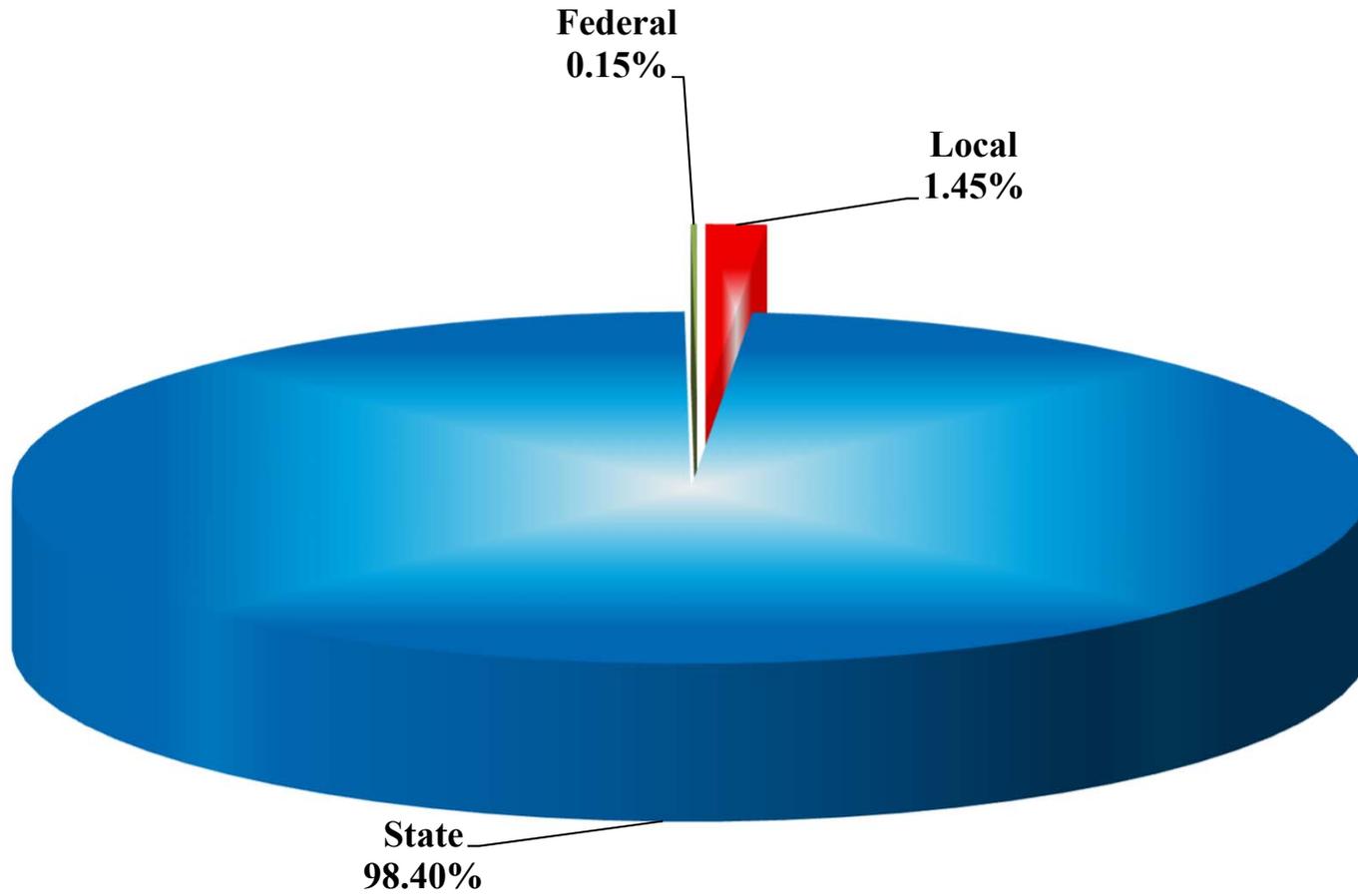
Hays Consolidated Independent School District
Combined Balance Sheet
for the Month Ending August 31, 2020
(Un-Audited)

	<u>General</u> <u>Fund</u>	<u>Child Nutrition</u> <u>Fund</u>	<u>Debt Service</u> <u>Fund</u>	<u>Capital</u> <u>Projects Funds</u>	<u>Special Revenue</u> <u>Funds</u>	<u>Total</u>
Assets:						
Cash and Cash Equivalents	\$ 21,437,524.77	\$ 14,182.65	\$ 7,074,584.33	\$ (8,462,755.08)	\$ (904,622.19)	\$ 19,158,914.48
Current Investments	32,539,728.59	8,277,683.02	2,833,572.85	30,184,938.91	-	73,835,923.37
Total Cash and Investments	\$ 53,977,253.36	\$ 8,291,865.67	\$ 9,908,157.18	\$ 21,722,183.83	\$ (904,622.19)	\$ 92,994,837.85
Property Taxes - Delinquent	2,293,425.67	-	1,016,654.69	-	-	3,310,080.36
Allowance for Uncollectible Taxes	(626,152.00)	-	(239,922.00)	-	-	(866,074.00)
Due from State Agencies	-	297,317.12	91,462.85	-	3,597,921.57	3,986,701.54
Due from other Governments	104,009.95	-	-	-	16,294.01	120,303.96
Accrued Interest	-	-	-	-	-	-
Due from Other Funds	9,271,308.44	-	204,191.65	125,979.47	551,433.62	10,152,913.18
Other Receivables	77,025.79	54,969.04	4,617.00	-	1,358.02	137,969.85
Total Receivables	\$ 11,119,617.85	\$ 352,286.16	\$ 1,077,004.19	\$ 125,979.47	\$ 4,167,007.22	\$ 16,841,894.89
Inventories	-	-	-	-	-	-
Prepaid Items	7,327,197.82	500.00	-	-	-	7,327,697.82
Other Current Assets	\$ 7,327,197.82	\$ 500.00	\$ -	\$ -	\$ -	\$ 7,327,697.82
Total Current Assets	\$ 72,424,069.03	\$ 8,644,651.83	\$ 10,985,161.37	\$ 21,848,163.30	\$ 3,262,385.03	\$ 117,164,430.56
Liabilities and Fund Balance:						
Current Liabilities						
Accounts Payable	\$ 187,963.79	\$ -	\$ -	\$ -	\$ -	\$ 187,963.79
Other Liabilities	105.10	-	-	-	-	105.10
Payroll Deductions and Withholdings	8,391,957.21	-	-	-	-	8,391,957.21
Accrued Wages Payable	13,545,417.93	415,343.06	-	-	-	13,960,760.99
Due to Other Funds	1,234,474.33	5,454,604.09	-	-	2,867,717.77	9,556,796.19
Due to Student Groups	-	-	-	-	-	-
Due to State Agencies	-	-	-	-	-	-
Due to other Governments	-	-	-	-	-	-
Accrued Expenses	-	-	-	-	-	-
Deferred Revenues	4,467,289.87	209,634.89	560,700.26	-	394,667.26	5,632,292.28
Deferred Inflows	1,215,411.00	-	-	-	-	1,215,411.00
Total Liabilities	\$ 29,042,619.23	\$ 6,079,582.04	\$ 560,700.26	\$ -	\$ 3,262,385.03	\$ 38,945,286.56
Fund Balance/Equity						
Reserved/Designated Fund Balance	-	3,353,540.97	32,402,344.74	21,857,806.58	-	57,613,692.29
Reserved for Current Year	-	-	-	-	-	-
Expenditures/Expenses	(14,285,815.93)	(788,471.18)	(21,977,883.63)	(9,643.28)	-	(37,061,814.02)
Unreserved Fund Balance/Fund Equity	\$ 57,667,265.73	\$ -	\$ -	\$ -	\$ -	\$ 57,667,265.73
Total Fund Balance/Equity	\$ 43,381,449.80	\$ 2,565,069.79	\$ 10,424,461.11	\$ 21,848,163.30	\$ -	\$ 78,219,144.00
Total Liabilities and Fund Equity	\$ 72,424,069.03	\$ 8,644,651.83	\$ 10,985,161.37	\$ 21,848,163.30	\$ 3,262,385.03	\$ 117,164,430.56

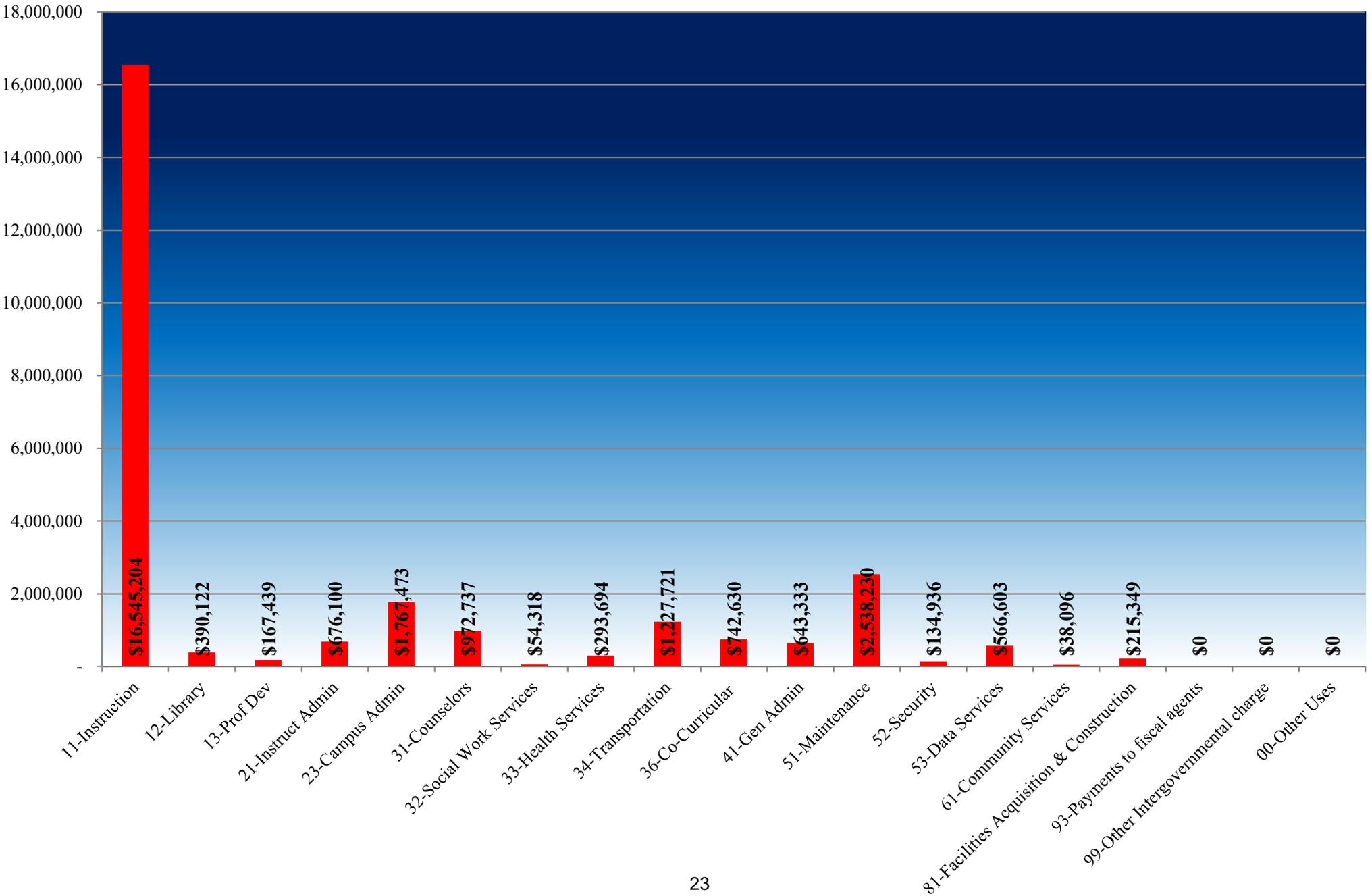
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - General Fund
for the Month Ending August 31, 2020
(Un-Audited)

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
Revenues:					
Local	\$ 88,257,397	\$ 88,257,397	\$ 184,106.66	(88,073,290.34)	0.21%
State	102,997,133	102,997,133	12,485,463.00	(90,511,670.00)	12.12%
Federal	2,583,000	2,583,000	18,600.77	(2,564,399.23)	0.72%
Other Sources	-	-	-	-	NA
Total Revenues	\$ 193,837,530	\$ 193,837,530	\$ 12,688,170.43	\$ (181,149,359.57)	6.55%
Expenditures and Other Uses:					
11-Instruction	111,268,074	111,273,274	16,545,203.78	94,728,070.22	14.87%
12-Library	2,686,456	2,686,456	390,122.39	2,296,333.61	14.52%
13-Prof Dev	4,394,895	4,323,183	167,439.18	4,155,743.82	3.87%
21-Instruct Admin	4,866,624	4,936,136	676,100.28	4,260,035.72	13.70%
23-Campus Admin	12,100,694	12,107,694	1,767,472.96	10,340,221.04	14.60%
31-Counselors	6,860,734	6,860,734	972,737.11	5,887,996.89	14.18%
32-Social Work Services	269,052	269,052	54,318.30	214,733.70	20.19%
33-Health Services	2,251,762	2,251,762	293,694.02	1,958,067.98	13.04%
34-Transportation	11,291,406	11,291,406	1,227,721.10	10,063,684.90	10.87%
36-Co-Curricular	5,508,225	5,506,675	742,630.11	4,764,044.89	13.49%
41-Gen Admin	5,191,355	5,182,905	643,332.59	4,539,572.41	12.41%
51-Maintenance	20,348,895	20,354,395	2,538,230.03	17,816,164.97	12.47%
52-Security	2,805,352	2,799,852	134,936.41	2,664,915.59	4.82%
53-Data Services	5,085,338	5,085,338	566,602.80	4,518,735.20	11.14%
61-Community Services	270,526	270,526	38,096.39	232,429.61	14.08%
81-Facilities Acquisition & Construction	-	-	215,348.91	(215,348.91)	NA
93-Payments to fiscal agents	330,538	330,538	-	330,538.00	0.00%
99-Other Intergovernmental charge	837,000	837,000	-	837,000.00	0.00%
00-Other Uses	-	-	-	-	NA
Total Expenditures and Other Uses	\$ 196,366,926	\$ 196,366,926	\$ 26,973,986.36	\$ 169,392,939.64	13.74%
Excess of Revenues and Other Resources					
Over (Under) Expenditures and Other Uses	\$ (2,529,396)	\$ (2,529,396)	\$ (14,285,815.93)		
Fund Balance July 1, 2020 - <i>(Un-Audited)</i>	\$ 57,667,265.73	\$ 57,667,265.73	\$ 57,667,265.73		
Fund Balance Ending - Monthly Reporting Period	\$ 55,137,869.73	\$ 55,137,869.73	\$ 43,381,449.80	\$ (11,756,419.93)	

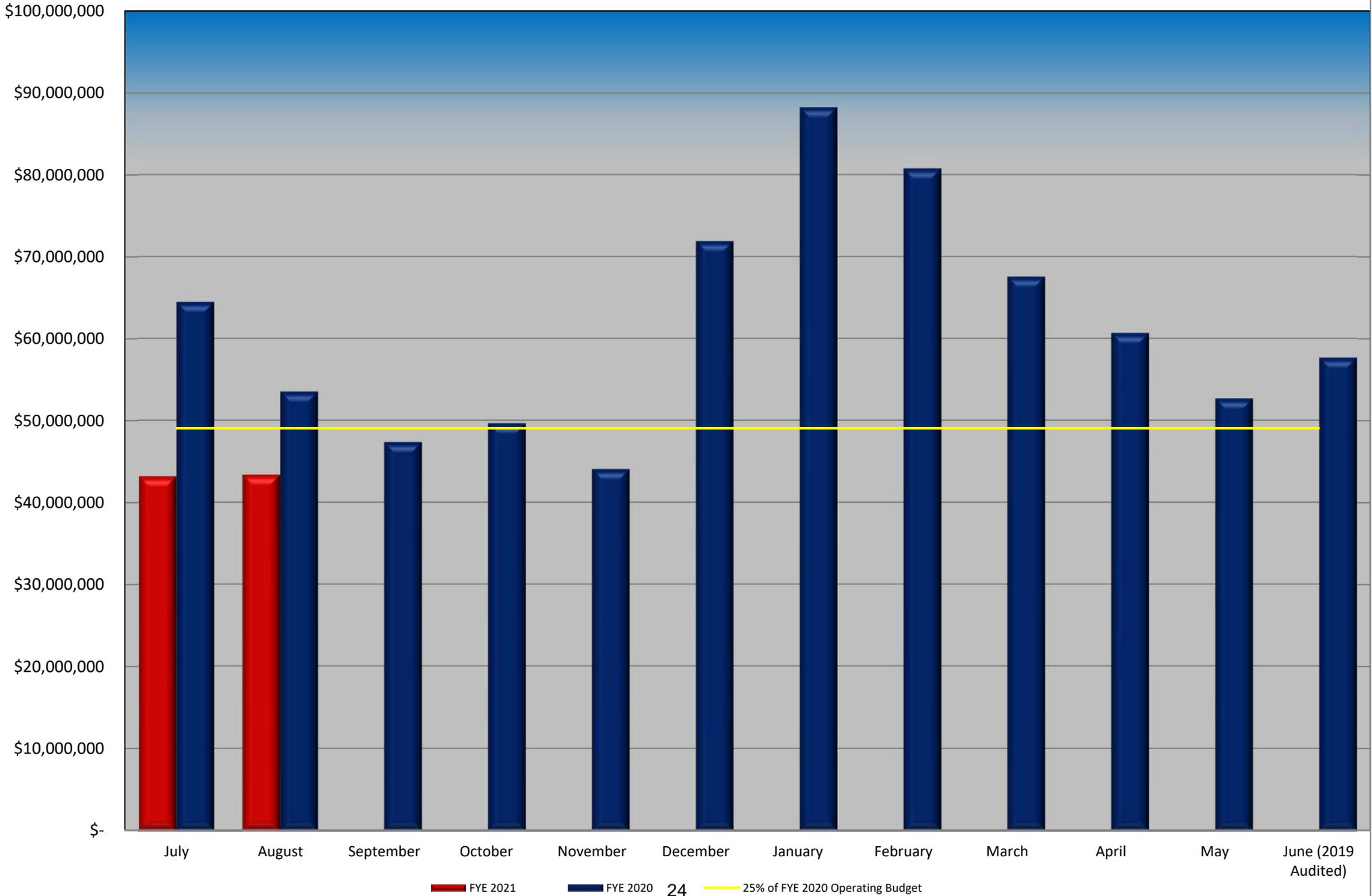
General Fund Revenues Collected to Date



General Fund Expenditures to Date



General Fund Balance by Reporting Month



FYE 2021 FYE 2020 24 25% of FYE 2020 Operating Budget

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Child Nutrition Fund
for the Month Ending August 31, 2020
(Un-Audited)

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
<i>Revenues and Other Resources:</i>					
Local	\$ 3,727,116	\$ 3,727,116	\$ 1,525.10	\$ (3,725,590.90)	0.04%
State	45,093	45,093	-	(45,093.00)	0.00%
Federal	6,130,966	6,130,966	-	(6,130,966.00)	0.00%
Other sources	-	-	-	-	NA
Total Revenues and Other Resources	\$ 9,903,175	\$ 9,903,175	\$ 1,525.10	\$ (9,901,649.90)	0.02%
<i>Expenditures and Other Uses:</i>					
35-6100 Payroll	4,363,880	4,363,880	648,838.38	3,715,041.62	14.87%
35-6200 Professional and Contracted Services	808,815	808,815	2,257.70	806,557.30	0.28%
35-6341 Food Supplies	3,658,529	3,658,529	55,651.20	3,602,877.80	1.52%
35-6342 Non-Food Supplies	256,968	256,968	6,139.49	250,828.51	2.39%
35-6344 USDA Commodities	415,477	415,477	-	415,477.00	0.00%
35-6349 Miscellaneous Supplies	157,001	157,001	28,342.45	128,658.55	18.05%
35-6300 Supplies & Materials	77,486	77,486	41,452.25	36,033.75	53.50%
35-6400 Food Service Other Operating Expenses	165,019	155,019	320.84	154,698.16	0.21%
35-6600 Food Service Capital Expenses	-	10,000	6,993.97	3,006.03	69.94%
Total Expenditures	\$ 9,903,175	\$ 9,903,175	\$ 789,996.28	\$ 9,113,178.72	7.98%
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ -	\$ -	\$ (788,471.18)		
Fund Balance July 1, 2020 - <i>(Un-Audited)</i>	3,353,540.97	3,353,540.97	3,353,540.97		
Fund Balance Ending - Monthly Reporting Period	\$ 3,353,540.97	\$ 3,353,540.97	\$ 2,565,069.79	\$ (788,471.18)	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Debt Service Fund
for the Month Ending August 31, 2020
(Un-Audited)

	<u>Original Budget</u>	<u>Official Budget</u>	<u>Current Year Actual Revenues/ Expenditures</u>	<u>Unrealized/ Unexpended Budget</u>	<u>Percentage Y-T-D</u>
Revenues:					
Local Revenue					
Taxes, Current Year Levy	\$ 43,315,670	\$ 43,315,670	-	\$ (43,315,670.00)	0.00%
Taxes, Prior Year	250,000	250,000	-	(250,000.00)	0.00%
Penalties, Interest and Other Tax Revenues	150,000	150,000	-	(150,000.00)	0.00%
Earnings from Investments	-	-	7,443.00	7,443.00	NA
Miscellaneous Revenue	-	-	-	-	NA
Local Revenue	\$ 43,715,670	\$ 43,715,670	\$ 7,443.00	\$ (43,708,227.00)	0.02%
State Revenue					
Additional State Aid for Homestead Exemption	\$ -	\$ -	\$ -	-	NA
State Revenue	\$ -	\$ -	\$ -	\$ -	NA
Total Revenue	\$ 43,715,670.00	\$ 43,715,670.00	\$ 7,443.00	\$ (43,708,227.00)	0.02%
Expenditures:					
71-6511 Bond Principal	24,720,000	24,720,000	12,285,000.00	12,435,000.00	49.70%
71-6521 Interest on Bonds	18,970,670	18,970,670	9,699,676.63	9,270,993.37	51.13%
71-6599 Other Debt Service Fees	25,000	25,000	650.00	24,350.00	2.60%
Total Expenditures	\$ 43,715,670	\$ 43,715,670	\$ 21,985,326.63	\$ 21,730,343.37	50.29%
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ (21,977,883.63)		
Fund Balance July 1, 2020 - (Un-Audited)	\$ 32,402,344.74	\$ 32,402,344.74	\$ 32,402,344.74		
Fund Balance Ending - Monthly Reporting Period	\$ 32,402,344.74	\$ 32,402,344.74	\$ 10,424,461.11	\$ (21,977,883.63)	

Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Capital Project Funds
for the Month Ending August 31, 2020
(Un-Audited)

	<u>2004</u> <u>Capital Projects</u> <u>Program</u>	<u>2006</u> <u>Capital Projects</u> <u>Program</u>	<u>2008</u> <u>Capital Projects</u> <u>Program</u>	<u>2014</u> <u>Capital Projects</u> <u>Program</u>	<u>2017</u> <u>Capital Projects</u> <u>Program</u>	<u>2019 - 2020</u> <u>Capital Projects</u> <u>Total Revenues/</u> <u>Expenses</u>
<i>Revenues and Other Resources:</i>						
Local	\$ 47.44	\$ 25.87	\$ 270.65	\$ 249.66	\$ 7,631.60	\$ 8,225.22
State	-	-	-	-	-	-
Other sources	-	-	-	-	-	-
Total Revenues and Other Resources	\$ 47.44	\$ 25.87	\$ 270.65	\$ 249.66	\$ 7,631.60	\$ 8,225.22
<i>Expenditures and Other Uses:</i>						
6100 Payroll	-	-	-	-	-	-
6200 Professional and Contracted Services	-	-	-	-	-	-
6300 Supplies and Materials	-	-	-	-	11,822.05	11,822.05
6400 Other Operating Expenses	-	-	-	-	-	-
6600 Capital Outlay	-	-	-	-	6,046.45	6,046.45
8000-Other Uses	-	-	-	-	-	-
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ 17,868.50	\$ 17,868.50
Excess of Revenues and Other Resources Over (Under) Expenditures and Other Uses	\$ 47.44	\$ 25.87	\$ 270.65	\$ 249.66	\$ (10,236.90)	\$ (9,643.28)
Fund Balance July 1, 2020 - (Un-Audited)	\$ 214,099.45	\$ 114,105.74	\$ 1,007,575.71	\$ 445,047.77	\$ 20,083,588.58	\$ 21,864,417.25
Fund Balance Ending - Monthly Reporting Period	\$ 214,146.89	\$ 114,131.61	\$ 1,007,846.36	\$ 445,297.43	\$ 20,073,351.68	\$ 21,854,773.97

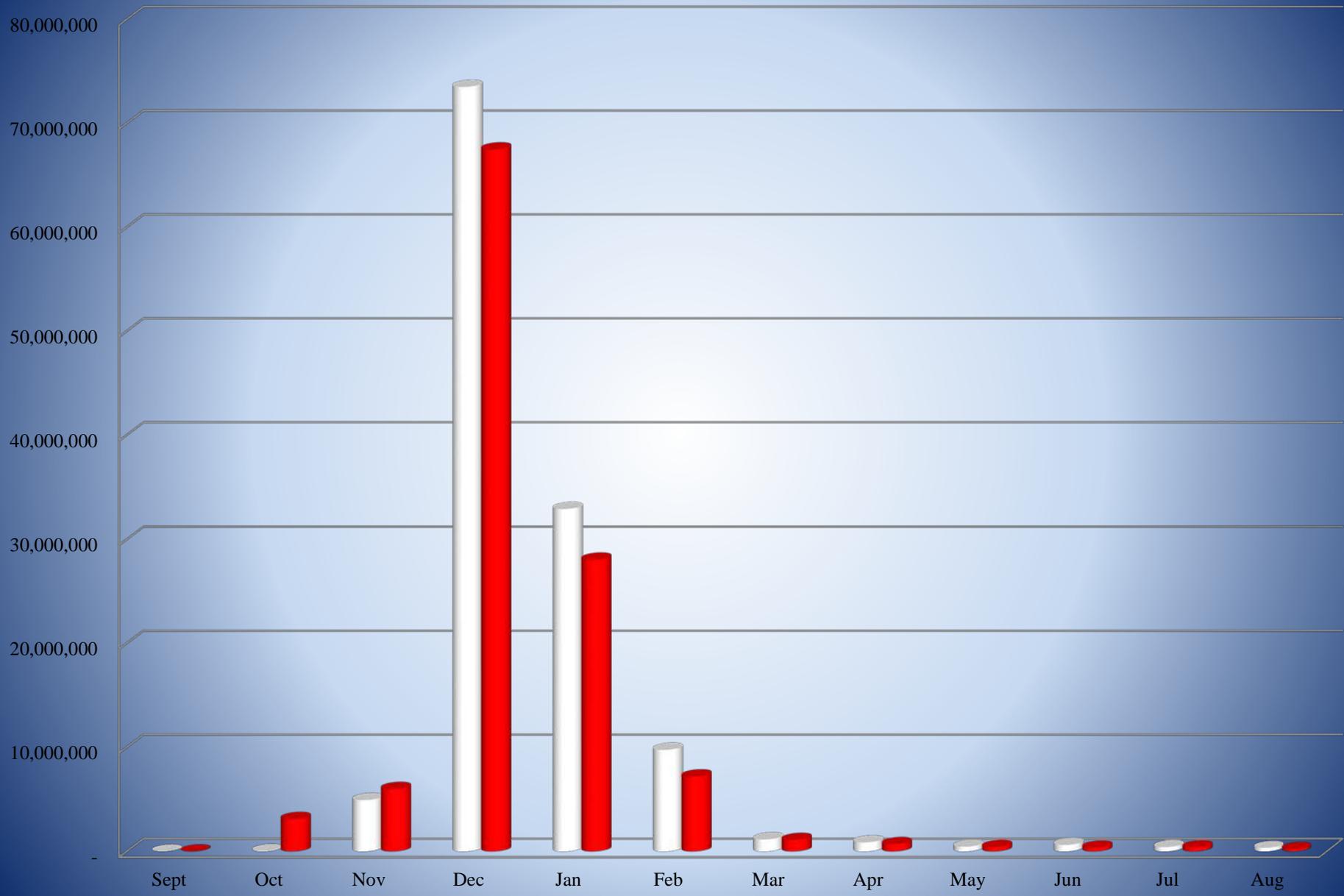
Hays Consolidated Independent School District
Statement of Revenues, Expenditures, and Changes in Fund Balance - Special Revenue Funds (Grants)
for the Month Ending August 31, 2020
(Un-Audited)

	<u>Original</u> <u>Budget</u>	<u>Official</u> <u>Budget</u>	<u>Current Year</u> <u>Actual Revenues/</u> <u>Expenditures</u>	<u>Unrealized/</u> <u>Unexpended</u> <u>Budget</u>	<u>Percentage</u> <u>Y-T-D</u>
Revenues:					
Local	\$ -	\$ -	\$ 1,775.00	\$ 1,775.00	NA
State	-	-	275,871.41	275,871.41	NA
Federal	6,415,479	6,415,479	1,220,988.12	(5,194,490.88)	19.03%
Total Revenues	\$ 6,415,479	\$ 6,415,479	\$ 1,498,634.53	\$ (4,916,844.47)	23.36%
Expenditures:					
6100 Payroll	5,274,410	5,274,410	1,029,779.46	4,244,630.54	19.52%
6200 Professional and Contracted Services	464,200	464,200	568.75	463,631.25	0.12%
6300 Supplies and Materials	639,537	639,537	468,286.32	171,250.68	73.22%
6400 Other Operating Expenses	37,332	37,332	-	37,332.00	0.00%
6600 Capital Outlay	-	-	-	-	NA
Total Expenditures	\$ 6,415,479	\$ 6,415,479	\$ 1,498,634.53	\$ 4,916,844.47	23.36%
Excess of Revenues Over (Under) Expenditures	\$ -	\$ -	\$ -		
Fund Balance July 1, 2020 - <i>(Un-Audited)</i>	\$ -	\$ -	\$ -	\$ -	
Fund Balance Ending - Monthly Reporting Period	\$ -	\$ -	\$ -	\$ -	

Hays Consolidated Independent School District
Monthly Tax Collection Report
for the Month Ending August 31, 2020

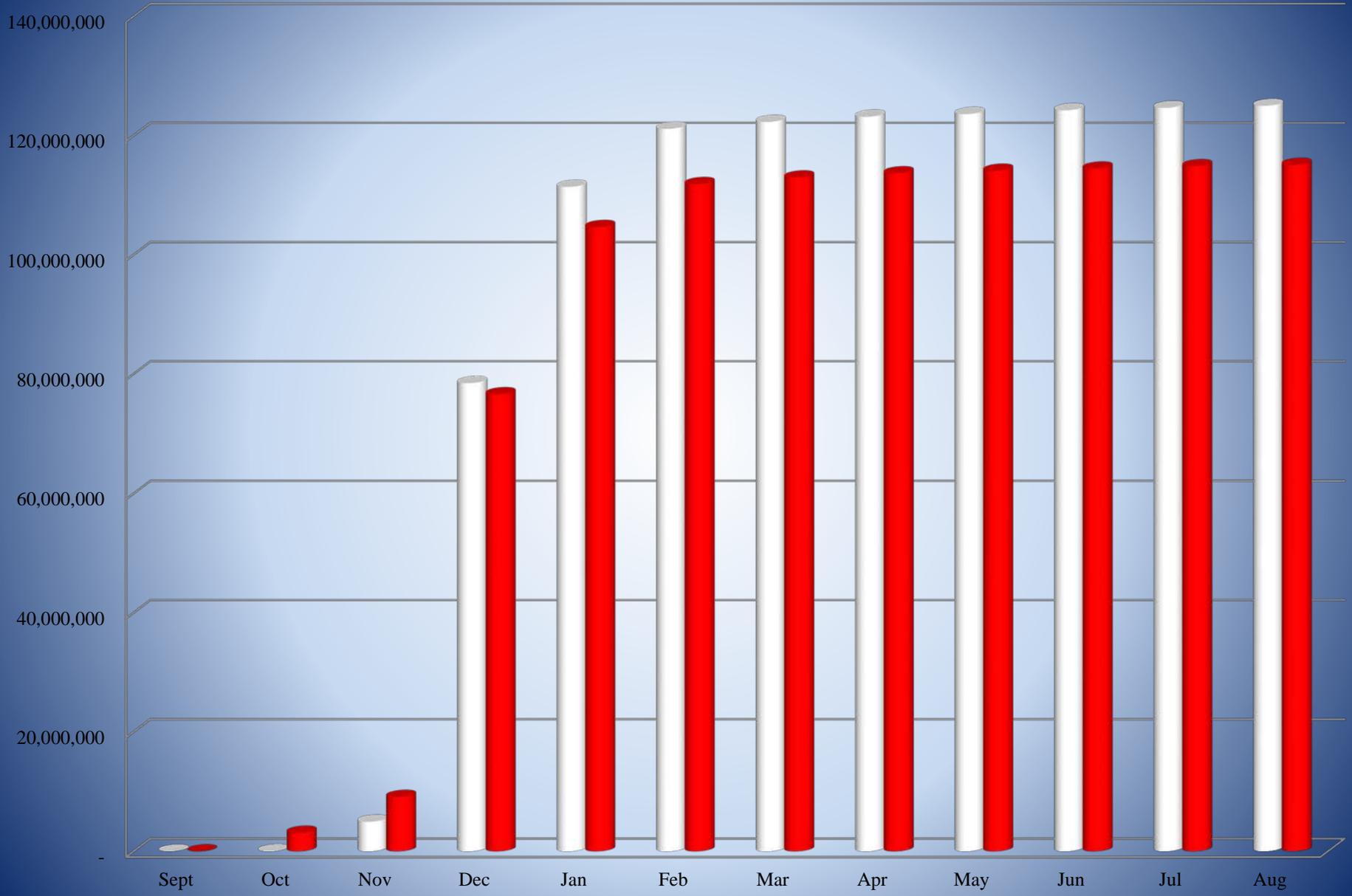
	Prior Year 2018 - 2019				Current Year 2019 - 2020			
	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>	<u>% of Levy</u>	<u>General Fund</u>	<u>Debt Service Fund</u>	<u>Total</u>	<u>% of Levy</u>
<u>Current Month Tax Collections:</u>								
5711 Taxes-Current Year Tax Levy	\$ 156,512.80	\$ 74,912.30	\$ 231,425.10	0.20%	\$ 232,435.57	\$ 117,046.04	\$ 349,481.61	0.28%
5712 Taxes-Delinquent Collections	\$ 1,199.39	\$ 574.07	\$ 1,773.46		\$ (26,750.69)	\$ (12,935.79)	\$ (39,686.48)	
5719 Penalties and Interest	\$ 25,804.64	\$ 12,350.97	\$ 38,155.61		\$ 36,143.46	\$ 17,963.56	\$ 54,107.02	
Total Current Month Collections	\$ 183,516.83	\$ 87,837.34	\$ 271,354.17		\$ 241,828.34	\$ 122,073.81	\$ 363,902.15	
<u>Fiscal Year to Date Collections:</u>								
5711 Taxes-Current Year Tax Levy	\$ 77,840,112.78	\$ 37,256,904.49	\$ 115,097,017.27	99.44%	\$ 82,630,106.24	\$ 42,376,674.94	\$ 125,006,781.18	99.61%
5712 Taxes-Delinquent Collections	\$ 347,790.62	\$ 166,464.33	\$ 514,254.95		\$ 387,593.66	\$ 182,878.24	\$ 570,471.90	
5719 Penalties and Interest	\$ 392,311.59	\$ 187,773.57	\$ 580,085.16		\$ 423,134.62	\$ 211,130.77	\$ 634,265.39	
Total Revenue Collected	\$ 78,580,215.00	\$ 37,611,142.38	\$ 116,191,357.38		83,440,834.52	42,770,683.95	126,211,518.47	
Total Budgeted Tax Revenue (Current, Delinquent, Penalty & Interest)	\$ 77,328,381.00	\$ 37,323,227.00	\$ 114,651,608.00		\$ 82,048,026.00	\$ 41,354,502.00	\$ 123,402,528.00	
Percentage of Budget Collected	101.62%	100.77%	101.34%		101.70%	103.42%	102.28%	

Month to Date Tax Collections Current Levy



■ Current Year ■ Prior Year

Year to Date Tax Collections Current Levy



■ Current Year ■ Prior Year

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Budget Amendments

Administrator Responsible/Position:

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed:

D. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information – The 2020-2021 budget has been approved by the Board of Trustees. Amendments to the budget must also be approved by the Board. There is no increase in the budget. The amendment involves cross function transfers only.

E. Scope of Options Reviewed:

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other _____

From public -

G. Administrative Recommendation:

The administration recommends approval of the budget amendment as presented.

H. Fiscal Impact and Cost:

Amount: \$721,250 – increase in revenue; \$800,220 increase in expenditures

Budget Bond Grant/Special Funds Other _____

(See attached detail)

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action—

Randy Rau

J. Suggested Motion:

I move that the Board approve the budget amendment as presented.

BUDGET AMENDMENT 2 – September 28, 2020

RECOMMENDATION:

The Administration recommends the listed budget amendments and transfers be approved.

BACKGROUND INFORMATION:

In accordance with the TEA budget and accounting procedures and guidelines, the District’s official budget includes the General Fund, Food Service Fund, and the Debt Service Fund. The Board of Trustees should approve the adoption of the budgets associated with these funds, and subsequent amendments, at the *Fund Function* level. Other Special Revenue Funds for grants and capital projects should be approved on a *Project Basis*; and consequently, *are* not required to be approved with the same level of detail.

The administration routinely allows transfers of existing budgeted funds within the same fund function in order to accommodate the necessary operations of the requesting department or campus. These transfers usually become necessary due to account coding requirements. Requests for transfers of existing funds between functions are reviewed by the administration to ensure that the related expenditures will not exceed the overall approved budget at the function level. These requests allowed at the administrative level are subject to final approval by the Board of Trustees.

In addition to the transfers of existing budget funds outlined above, the Board of Trustees must approve requests for new appropriations prior to expenditure. These requests include appropriations from fund balance, and reappropriation of designated fund balances.

ADMINISTRATIVE CONSIDERATIONS:

Transfers: The Administration has reviewed the following transfers and determined that there will be **no impact to the budget.**

Cross Function Transfer Summary

Description	Increase (Decrease)
11 - Instruction	\$ 117,707
12 - Instructional Resources and Media Services	\$ 0
13 - Instructional Staff Development	\$ (127,224)
21 - Instructional Administration	\$ 11,000
23 - Campus Administration	\$ 2,524
31 - Guidance and Counseling Services	\$ 0
32 - Social Work Services	\$ 0
33 - Health Services	\$ 393
34 - Transportation	\$ 0
36 - Co curricular / Extracurricular	\$ (5,000)
41 - General Administration	\$ 8,340
51 - Maintenance	\$ 5,600
52 - Security	\$ (5,000)
53 - Data Services	\$ (8,340)
61 - Community Services	\$ 0
71 - Debt Service	\$ 0
81 - Facilities Acquisition & Construction	\$ 0
91 - Chapter 41 Payments	\$ 0
93 - Payments to Fiscal Agents	\$ 0
95 - Payments to JJAEP	\$ 0
99 - Other Intergovernmental Charges	\$ 0
Total Net Transfers	\$ 0

REQUESTS for Re-APPROPRIATIONS:

General Operating Fund:

New appropriations are requested as follows:

- Additional SHARS revenue received over estimate - \$300,000
- Water damage restoration/repair at Chapa MS (insurance claim) - \$446,250
- August 2nd storm damage at District Facilities - \$53,970

General Operating Fund Re-Appropriations Summary			
Description	Official Budget	Increase/ (Decrease)	Amended Budget
<u>Revenues:</u>			
199-00-5931-00-000-00-0	\$ 2,050,000	\$ 300,000	\$ 2,350,000
199-00-5745-IR-000-00-0	\$ 0	\$ 421,250	\$ 421,250
Total		\$721,250	
<u>Expenditures:</u>			
199-11-6300-IR-045-11-5	\$ 0	\$ 75,000	\$ 75,000
199-11-6100-00-980-23-3	\$ 0	\$ 75,000	\$ 75,000
199-11-6300-00-980-23-3	\$ 0	\$ 102,000	\$ 102,000
199-11-6400-00-980-23-3	\$ 0	\$ 18,000	\$ 18,000
199-31-6100-00-980-23-3	\$ 0	\$ 25,000	\$ 25,000
199-31-6200-00-980-23-3	\$ 0	\$ 60,000	\$ 60,000
199-31-6300-00-980-23-3	\$ 0	\$ 20,000	\$ 20,000
199-51-6240-IR-913-99-5	\$ 0	\$ 425,220	\$ 425,220
Total		\$800,220	
Total Net Appropriations (Revenues minus Expenditures)		\$ (78,970)	

ACTION REQUIRED

Board Approval

SUPPORT INFORMATION

Additional information provided upon request.
 Contact: Randall Rau – Chief Financial Officer

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 28, 2020

Subject: Consideration and possible approval of Procurements

Administrator Responsible/Position: Cabinet Members

Purpose of Agenda Item:

- Action needed Information only Receive input

Authority for This Action:

- Local Policy - BE Law or Rule N/A

Goal or Need Addressed:

Procurement of necessary items for the district.

Summary:

- Previous board action relating to this item - Ongoing
- Future action anticipated - Monthly
- Background information – The following procurements will be presented for approval
 - a. Additional Custodial Supplies (COVID) – Hotsy Carlson – Max Cleaver
 - b. Classroom Supplies/Materials – Cengage Learning – Sandra Dowdy
 - c. CTE Certification Software – NCS Pearson – Sandra Dowdy
 - d. Playground Materials & Services – Soil Express – Max Cleaver
 - e. Playground Supplies, Materials & Services – T.F. Harper – Max Cleaver
 - f. Regular & Additional (COVID) Custodial Supplies – Buckeye Cleaning – Max Cleaver
 - g. Student ID Cards – Secured Mobility dba Smart Tag – Max Cleaver
 - h. Technology Supplies & Equipment – Chromebooks – GTS Technology Solutions – Dianne Borreson

Comments Received:

- Cabinet DLT FBOC Teacher Org. Reps. Other _____

All agenda items have been reviewed by the Superintendent's Cabinet.

Administrative Recommendation:

The Administration recommends approval of the November procurement items.

Fiscal Impact and Cost: Amount: as set forth in the procurement item.

Suggested Motion:

I move that the Board approve the procurement item as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 9/28/2020

Subject: Procurement: Orientation – General & CTE Classroom Materials/Supplies – Cengage Learning

Administrator Responsible/Position: Sandra Dowdy – Chief Academic Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed: The purpose of this agenda is to authorize the procurement of general & classroom materials/supplies from Cengage Learning.

D. Summary:

Previous board action relating to this item –

Future action anticipated –

Background information – Cengage Learning is utilized for various classroom materials/supplies such as textbooks K-12, print & digital, eBooks, teacher resources, software licenses, for advanced honors & electives, business education, CTE, ESL/ELD, math, reading, science, social studies and world languages.

E. Scope of Options Reviewed:

BID #22-022004JO Retail Vendor for General & Instructional Supplies

This is a one-year contract with four (4) additional one-year renewals through 05/26/2025

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Curriculum & Instruction
 From public -

G. Administrative Recommendation:

The administration recommends approval of the purchase of General & CTE Classroom Materials/Supplies from Cengage Learning.

H. Fiscal Impact and Cost: Total Amount: \$75,000

Budget – General Operating Fund Bond Grant/Special Funds Other

Prior Year Spending – \$37,596.04

Running Vendor Spend we currently have \$40,790 for ESL Adoption for 20-21. Attached are two quotes that equal the \$40,790 for ESL.

\$75,000 is being requested in order to accommodate for the entire year.

In regard to last year spend with our school year being cut short affected vendor spend.

For comparison, FY 2019 spend was \$79,990.75 for Cengage Learning.

Future/Ongoing – This procurement will be a recurring cost (annually)

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Sandra Dowdy – Chief Academic Officer

Evaluation method and time line –

Next report to the board -

J. Suggested Motion:
I move that the Board approve Cengage Learning for the purchase of classroom materials/supplies in the amount of \$75,000 as presented.



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Confidential Price Quote (4497394)

7/15/2020

Pricing on this Proposal Guaranteed: 10/6/2020

Presented To: Patricia Cook (512) 587-8370, melgarcookp@g.hayscisd.net

Prepared By: Jerene Boronow, (817) 528-1878, jerene.boronow@cengage.com

SHIP TO: Hays Cons Ind School District Patricia Cook 215100 N 1 H 35 Kyle, TX 78640 USA	BILL TO: Hays Cons Ind School District Patricia Cook 215100 N 1 H 35 Kyle, TX 78640 USA	Cengage Learning ATTN: Order Fulfillment 10650 Toebben Drive Independence, KY 41051 (800) 354-9706 http://NGL.Cengage.com/CustomerSupport
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Proc 2020 - Free Shipping

[View Quote in CAD](#)

Quoted Products: Hays Cons Proc 2020 Impact

Qty	Update Qty	Product	Price	Quoted Price	Total
60		Impact Foundation: Student Book/Online Workbook Package, Printed Access Code Stannett/Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2018] 9781337743808 / 1337743801	\$42.00	\$42.00	\$2,520.00
60		Impact Foundation: Workbook Stannett 1st Edition [CENGAGE ELT, 2018] 9781337624817 / 1337624810	\$20.00	\$20.00	\$1,200.00
2		Impact Foundation: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2018] 9781337627849 / 1337627844	\$79.00	\$79.00	\$158.00
2		Impact Foundation: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2018] 9781337627849 / 1337627844	\$79.00	\$0.00	FREE
2		Impact Foundation: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Carandall 1st Edition [CENGAGE ELT, 2018] 9781337627832 / 1337627836	\$60.50	\$60.50	\$121.00
2		Impact Foundation: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Carandall 1st Edition [CENGAGE ELT, 2018] 9781337627832 / 1337627836	\$60.50	\$0.00	FREE
2			\$99.00	\$99.00	\$198.00

	Impact Foundation: Classroom Presentation Tool USB Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2018] 9781337627177 / 1337627178			
2	Impact Foundation: Classroom Presentation Tool USB Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2018] 9781337627177 / 1337627178	\$99.00	\$0.00	FREE
60	Impact 1: Student Book/Online Workbook Package, Printed Access Code Koustaff/Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781337610926 / 1337610925	\$42.00	\$42.00	\$2,520.00
60	Impact 1: Workbook Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305872684 / 1305872681	\$20.00	\$20.00	\$1,200.00
2	Impact 1: Classroom Presentation Tool CD-ROM Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873391 / 1305873394	\$99.00	\$99.00	\$198.00
2	Impact 1: Classroom Presentation Tool CD-ROM Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873391 / 1305873394	\$99.00	\$0.00	FREE
2	Impact 1: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873612 / 1305873610	\$60.50	\$60.50	\$121.00
2	Impact 1: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873612 / 1305873610	\$60.50	\$0.00	FREE
2	Impact 1: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305874527 / 1305874528	\$79.00	\$79.00	\$158.00
2	Impact 1: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305874527 / 1305874528	\$79.00	\$0.00	FREE
60	Impact 2: Student Book/Online Workbook Package, Printed Access Code Stannett/Kang, Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781337610933 / 1337610933	\$42.00	\$42.00	\$2,520.00
60	Impact 2: Workbook Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305872653 / 1305872657	\$20.00	\$20.00	\$1,200.00
2	Impact 2: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873582 / 1305873580	\$60.50	\$60.50	\$121.00
2	Impact 2: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873582 / 1305873580	\$60.50	\$0.00	FREE
2	Impact 2: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305874497 / 1305874498	\$79.00	\$79.00	\$158.00
2	Impact 2: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305874497 / 1305874498	\$79.00	\$0.00	FREE
2	Impact 2: Classroom Presentation Tool CD-ROM Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873360 / 130587336X	\$99.00	\$99.00	\$198.00

2	Impact 2: Classroom Presentation Tool CD-ROM Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873360 / 130587336X	\$99.00	\$0.00	FREE
60	Impact 3: Student Book/Online Workbook Package, Printed Access Code Pinkley/Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781337610940 / 1337610941	\$42.00	\$42.00	\$2,520.00
60	Impact 3: Workbook Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305872660 / 1305872665	\$20.00	\$20.00	\$1,200.00
2	Impact 3: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873599 / 1305873599	\$60.50	\$60.50	\$121.00
2	Impact 3: Lesson Planner with MP3 Audio CD, Teacher Resource CD-ROM, and DVD Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873599 / 1305873599	\$60.50	\$0.00	FREE
2	Impact 3: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305874503 / 1305874501	\$79.00	\$79.00	\$158.00
2	Impact 3: Assessment CD-ROM with ExamView® Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305874503 / 1305874501	\$79.00	\$0.00	FREE
2	Impact 3: Classroom Presentation Tool CD-ROM Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873377 / 1305873378	\$99.00	\$99.00	\$198.00
2	Impact 3: Classroom Presentation Tool CD-ROM Kang Shin/Crandall 1st Edition [CENGAGE ELT, 2017] 9781305873377 / 1305873378	\$99.00	\$0.00	FREE

Sub-Total: \$16,788.00

+ Estimated Shipping and/or Process Fee: \$0.00

TOTAL: \$16,788.00

Total Savings: \$1,908.00

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Confidential Price Quote (4497548)

7/15/2020

Pricing on this Proposal Guaranteed: 10/6/2020

Presented To: Patricia Cook (512) 587-8370, melgarcookp@g.hayscisd.net

Prepared By: Heather Rosplock, (281) 467-0948, heather.rosplock@cengage.com

SHIP TO: Hays Cons Ind School District Patricia Cook 215100 N 1 H 35 Kyle, TX 78640 USA	BILL TO: Hays Cons Ind School District Patricia Cook 215100 N 1 H 35 Kyle, TX 78640 USA	Cengage Learning ATTN: Order Fulfillment 10650 Toebben Drive Independence, KY 41051 (800) 354-9706 http://NGL.Cengage.com/CustomerSupport
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Proc 2020 - Free Shipping

[View Quote in CAD](#)

Quoted Products: Hays Cons Proc 2020 Inside

Qty	Update Qty	Product	Price	Quoted Price	Total
20		Inside 2014 B: Reading & Language Student Book + Writing Student Book + myNGconnect (6 yr) Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285806754 / 1285806751		\$166.25	\$3,325.00
2		Inside 2014 B: Teacher's Edition Set (2 volumes) Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285806846 / 1285806840		\$335.50	\$671.00
20		Inside 2014 B: Practice Book Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285438955 / 1285438957 <i>If you purchase all 8 years up front price drops to \$15 per book instead of \$26.25</i>		\$26.25	\$525.00
2		Inside 2014 B: Practice Book Teacher's Annotated Edition Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285439006 / 1285439007		\$46.75	\$93.50
2		Inside 2014 B: Assessment Handbook National Geographic Learning 2nd Edition [K12, 2014] 9781285439266 / 1285439260		\$149.50	\$299.00
80		Inside 2014 C: Reading & Language Student Book + Writing Student Book + myNGconnect (6		\$166.25	\$13,300.00

	yr) Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285806761 / 128580676X		
2	Inside 2014 C: Teacher's Edition Set (2 volumes) Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285806853 / 1285806859	\$335.50	\$671.00
3	Inside 2014 C: Teacher's Edition Set (2 volumes) Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285806853 / 1285806859	\$0.00	FREE
80	Inside 2014 C: Practice Book Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285438979 / 1285438973 <i>If you purchase 8 years up front price drops to \$15 instead of \$26.25</i>	\$26.25	\$2,100.00
2	Inside 2014 C: Practice Book Teacher's Annotated Edition Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285439013 / 1285439015	\$46.75	\$93.50
3	Inside 2014 C: Practice Book Teacher's Annotated Edition Moore/Short/Tatum/Tinajero/Bernabei/Smith 2nd Edition [K12, 2014] 9781285439013 / 1285439015	\$0.00	FREE
2	Inside 2014 C: Assessment Handbook National Geographic Learning 2nd Edition [K12, 2014] 9781285439273 / 1285439279	\$149.50	\$299.00
3	Inside 2014 C: Assessment Handbook National Geographic Learning 2nd Edition [K12, 2014] 9781285439273 / 1285439279	\$0.00	FREE
100	Inside 2014 : Comprehension Coach Individual (per student) subscription (12 mo) National Geographic Learning 2nd Edition [K12, 2014] 9781285746371 / 1285746376	\$0.00	FREE
100	Inside 2014: e-Assessment Comprehensive Subscription Short/Moore/Tatum/Tinajero/Smith 2nd Edition [K12, 2014] 9781285766980 / 1285766989 <i>Placement tests, Unit tests, Cluster tests, Reading level gains tests, English language gain s tests, Levels tests per student</i>	\$26.25	\$2,625.00
1	Inside Implementation NGSL Marketing 1st Edition [K12, 2012] 9781285021256 / 1285021258 <i>Training first year is free - 1 full day</i>	\$0.00	FREE

Sub-Total: \$24,002.00
+ Estimated Shipping and/or Process Fee: \$0.00

TOTAL: \$24,002.00
Total Savings: \$12,820.25

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HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 09/28/2020

Subject: Procurement: Orientation – CTE Certification Software – NCS Pearson

Administrator Responsible/Position: Sandra Dowdy – Chief Academic Officer

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy

Law or Rule

N/A

C. Goal or Need Addressed: This purpose of this agenda is to authorize the procurement for the CTE Certification Software for the three (3) high school campuses (HHS, JHS & LHS) from NCS Pearson.

D. Summary:

Previous board action relating to this item –

Future action anticipated –

Background information – This software allows our students to get certifications in software programs such as: Quickbooks, Adobe & Microsoft Office.

E. Scope of Options Reviewed:

BID #22-022004JO Retail Vendor for General & Instructional Supplies

This is a one-year contract with four (4) additional one-year renewals through 05/26/2024

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other: CTE

From public -

G. Administrative Recommendation:

The administration recommends approval of the purchase of CTE Certification Software from NCS Pearson.

Advantages/benefits of this proposal -

Expected results in terms of student benefit/achievement -

Possible problems or disadvantages of this proposal -

Effect of this action on other parts of the system -

Consequences of not approving recommendation -

H. Fiscal Impact and Cost: Total Amount: \$58,027.41

Hays HS: \$23,004.47

Johnson HS: \$13,247.47

Lehman HS: \$21,775.47

Budget – General Operating Fund

Bond

Grant/Special Funds

Other _____

Prior Year Spending – \$82,309.80

Future/Ongoing – This procurement will be a recurring cost (annually)

- I. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action— Suzi Mitchell – CTE Director

Evaluation method and time line -

Next report to the board -

- J. Suggested Motion:**
I move that the Board approve NCS Pearson for the purchase of CTE Certification Software in the amount of \$58,027.41 as presented.



A PEARSON VUE BUSINESS

Prepared By Clay Hagblom
Email clay.hagblom@pearson.com
Phone (801) 847-3180
Created Date 9/8/2020
Expiration This quote is valid until 10/31/2020
Quote Number 00081531
Certiport ID 90005006

Mailing Address (Send POs here)

Certiport, a business of NCS Pearson, Inc.
1276 South 820 East, Suite 200
American Fork, UT 84003
USA

Corporate Address

5601 Green Valley Drive
Bloomington, MN 55437
USA

Sales (888) 222-7890 Fax (801) 492-4118

Remit by Check to:

NCS PEARSON, INC.
13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693

Remit by Wire or ACH to:

Bank of America - Account Name: NCS Pearson Inc.
ACH: # 071-000-039 WIRE: # 0260-0959-3
Account No: 81881-05388 SWIFT: BOFAUS3N
(Include invoice number in transmission)

Federal Tax ID Number: 41-0850527

Bill To Name Hays High School - Hays CISD
Bill To 21003 IH 35
Kyle, TX 78640
USA

Ship To Name Hays High School - Hays CISD
Ship To 4800 Jack C. Hays Trail
Buda, TX 78610
Buda, TX 78610
USA

Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include items like (GMetrix) MOS Practice Test Site License, (GMetrix) MTA Practice Test, Pearson Learning Microsoft Office, ACA Campus License Bundle, ACU Campus License, MOS License, MTA Voucher, and QuickBooks License.

** All Certification exams and licenses expire one year from purchase date, or as agreed upon by the parties, at time of purchase, if the purchase is for a future start date. No extensions, no refunds or exchanges.

Grand Total \$23,004.47
Grand Total does not include applicable taxes which may be charged.

Terms and Conditions of Sale

The Quote Sheet and these Terms and Conditions of Sale contained herein become the agreement between Certiport, a business of NCS Pearson, Inc. ("Seller") and the organization listed on this Quote Sheet ("Buyer") for the sale of goods and/or services as described in the Quote Sheet (hereinafter the "Agreement").

1. Order Acceptance and Complete Agreement. All requests for goods or services received by Seller are subject to revision and rejection by Seller. Buyer's acceptance of goods and/or services evidences Buyer's acceptance of these terms and conditions. This Agreement may not be altered or modified except in writing duly executed by both parties.

Prepared By	Clay Hagblom
Email	clay.hagblom@pearson.com
Phone	(801) 847-3180
Created Date	9/8/2020
Expiration	This quote is valid until 10/31/2020
Quote Number	00081531
Certiport ID	90005006

2. Implementation of Services. Seller cannot commit to an estimated schedule for the delivery of goods or services to Buyer until Buyer has signed and returned this Agreement to Seller.

3. Payment, Prices and Setoff. Payment terms are net thirty (30) days from date of invoice. Prices stated on the order exclude shipping and handling charges, sales, use, excise, VAT or similar taxes or duties. All payments are due in U.S. Dollars unless otherwise agreed by Seller in writing. In addition, Buyer waives any rights of setoff.

4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

6. Parental Consent Form. Before allowing an examinee under the age of 18 to register and take an Exam, Buyer shall require the parent/legal guardian of the examinee to complete and sign a Parental Consent Form. Buyer shall be responsible for collecting any consent to transmit examinee data to Seller and Seller's clients, where applicable. Completed Parental Consent Forms must be retained by Buyer and made available to Certiport upon request.

7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

12. Confidentiality. Each party agrees that (i) all data or information which is submitted by one party to the other, which is confidential and is designated or characterized as secret, confidential, or proprietary ("Confidential Information") will be kept in confidence by the other party hereto and shall not be used, published, revealed, provided, disclosed, or made available to any third party, whether directly or indirectly without the prior written consent of the disclosing party; (ii) it will use the other party's Confidential Information only as may be necessary in the course of performing its duties, receiving services or exercising its rights under this Agreement; (iii) it will treat such information as confidential and proprietary; (iv) it will take all reasonable precautions to protect the other party's Confidential Information, including, but not limited to, such precautions exercised by the receiving party to protect its own confidential information; and (v) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Each party will be liable to the other only in the event of a willful and material disclosure of such confidential data or information. The terms and conditions of this Agreement shall be deemed confidential in accordance with this Section.

13. Infringement by Seller. Seller agrees to indemnify, defend and hold Buyer and Buyer's directors, officers, employees, successors, and assigns from and against any and all third party claims that any goods and/or services supplied by Seller to Buyer constitute direct infringement of any United States trademark, patents, copyrights and Seller agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Buyer, provided that Seller has been promptly informed and furnished a copy of each communication, notice or other action relating to the alleged infringement and Seller is given authority, information and assistance (at Seller's expense) necessary to defend or settle said claim.

14. Infringement by Buyer. Buyer agrees to indemnify, defend and hold Seller and Seller's directors, officers, employees, successors, and assigns from and against any and all claims that the information, content, trademarks, specifications or materials furnished by Buyer to Seller under this Agreement infringe any trademark, patents, copyrights, or other intellectual property right and Buyer agrees to pay all damages and costs finally awarded thereunder by a court of competent jurisdiction against Seller, provided that Seller furnished notice to Buyer relating to the claim and Buyer is given information about the claim. It is Buyer's responsibility and expense to defend or settle said claim. If the content of the information or materials furnished by Buyer under this Agreement is proven to infringe a trademark, patent, copyright, or other intellectual property right or Buyer determines that the content of any information or materials furnished to Seller under this Agreement will infringe such rights, or Buyer is enjoined from using the information or materials furnished by Buyer to Seller under this Agreement then Buyer, at Buyer's sole discretion and expense shall (i) procure for Seller the right to continue using such information or material, (ii)

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replace the information or material with a non-infringing product, or (iii) modify the information or product so it becomes non-infringing.

15. Force Majeure. The obligations of the parties under this Agreement (including all obligations of Seller relating to time limits and deadlines for implementation and updating under this Agreement) shall be suspended, to the extent a party is hindered or prevented from complying therewith and for a reasonable time thereafter because of acts beyond a party's control. In the event of such delay, the date of delivery or time of completion will be extended by a period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.



A PEARSON VUE BUSINESS

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Table with 5 columns: Product ID, Product, Quantity, Sales Price, Total Price. Rows include (GMetrix) MOS Practice Test Site License, (Pearson) Learning Microsoft Office 365/2019 Level 1 ecourse, ACA Campus License Bundle, and MOS License - US K-12.

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Grand Total \$13,247.47

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4. Title. Unless stated elsewhere in this Agreement, all shipment of goods shall be delivered F.O.B. Seller's facility, and any loss or damage thereafter shall not

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relieve Buyer from any obligation hereunder. Buyer shall be liable for costs of insurance and transportation and for all import duties, taxes and any other expenses incurred or licenses or clearance required at port of entry and destination.

5. Termination or Cancellation of this Agreement. This Agreement, and all rights, and if applicable any licenses granted herein by Seller to Buyer, may be terminated by either party for a material breach of an obligation imposed upon a party by this Agreement, but only after written notice by the non-breaching party has been given to the breaching party. Such notice must provide for an opportunity to cure such material breach of at least thirty (30) days following receipt of the notice by the breaching party. If the breaching party has not cured the breach by the cure date stated in the notice, only then may the non-breaching party giving the notice terminate this Agreement (and all rights and if applicable any licenses granted herein). In the event of termination for breach, the breaching party will be liable to the other party for reasonable wind-up and program management costs.

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7. Legal Compliance. Buyer, at all times, shall comply with all applicable federal, state, and local laws and regulations. Export of the goods covered by this Agreement may be subject to export license control by the United States government. It is Buyer's responsibility to obtain any licenses which may be required under the applicable laws of the United States including the Export Administration Act and regulations promulgated thereunder.

8. Intellectual Property. Seller shall retain all rights to pre-existing ideas, processes, procedures, and materials used by Seller in developing or providing products and/or services to Buyer (Seller's Materials). Buyer shall own all title and interest in any materials created under this Agreement unless those materials are based on Seller's Materials. Buyer grants Seller a non-exclusive, royalty-free, worldwide license to use Buyer's Trademarks or provided materials in the provision of goods or services hereunder.

9. Limited Warranty. Seller warrants that it will perform the services in a professional and workmanlike manner. **THE WARRANTIES IN THIS AGREEMENT REPLACE ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE DISCLAIMED AND EXCLUDED BY SELLER.**

10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

11. Buyer Specifications Indemnity. Where allowed by law, Buyer agrees to indemnify and hold harmless Seller for all claims, whether arising in tort or contract, against Buyer and/or Seller (including reasonable Attorney's fees, expenses and costs), arising out of the application of Seller's goods or services to Buyer's specifications, designs, or statement of work, if applicable.

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A PEARSON VUE BUSINESS

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10. Limitation of Liability. In no event will Seller be liable, in breach of warranty, contract, tort, strict liability, or under any other legal theory, for any indirect, special, incidental, consequential, punitive and/or exemplary damages, losses or expenses, or for loss of profit, revenue or data, regardless of whether Buyer was informed about the possibility of such damages, and in no event will Seller's total liability exceed an amount equal to the price of the goods or services giving rise to the liability even if Seller has knowledge of the possibility of the potential loss or damage.

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A PEARSON VUE BUSINESS

Prepared By	Clay Hagblom
Email	clay.hagblom@pearson.com
Phone	(801) 847-3180
Created Date	9/8/2020
Expiration	This quote is valid until 10/31/2020
Quote Number	00081532
Certiport ID	90045809

period of time reasonably necessary to overcome the effect of any such delay.

16. General. It is mutually agreed that any provisions of this Agreement, which, by their nature, should reasonably survive termination or expiration of this Agreement will survive. Buyer agrees that the goods and services outlined in this Agreement are commercial items and not subject to cost accounting principles, including but not limited to Federal Acquisition Regulation Part 30 entitled "Cost Accounting Standards Regulation". Seller's relationship to Buyer is that of an independent contractor. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Minnesota without giving effect to the principles of conflicts law thereof, unless otherwise required by law. Both Parties to this Agreement consent to the interpretation of laws, jurisdiction, and venue in the state and federal courts sitting in the State of Minnesota, Hennepin County, unless otherwise required by law. If a provision of this Section is found to be invalid, illegal or unenforceable in any respect, the court may modify it to make such provision enforceable. This Agreement is solely for the benefit of the parties hereto and no provision of this Agreement shall be deemed to create any rights in, be deemed to have been executed for the benefit of, nor confer upon any other person or entity not a party hereto any remedy, claim, liability, reimbursement, cause of action or other rights.

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Jaime Franco, Director of Grounds & IPM

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:
I move that the Board approve Soil Express for the purchase of playground materials and services in the amount of \$61,550, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

Date: 09/28/2020

Subject: Procurement: Orientation – Playground Supplies, Materials, and Services – T.F. Harper

Administrator Responsible/Position: Max Cleaver – Chief Operations Officer

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to authorize the purchase of supplies, materials and services for repairs and improvements to playgrounds and outdoor areas from T.F. Harper.

D. Summary:

Previous board action relating to this item – Board previous approved T.F. Harper 10/28/2019.
 Future action anticipated -
 Background information –

E. Scope of Options Reviewed:

Cooperative Buyboard Contract: #512-16
This is a one-year contract with three (3) additional options to renew through 09/30/2023.
Reasons for rejecting alternatives:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Maintenance & Operations
 From public -

G. Administrative Recommendation:

The administration recommends approval of the continued use of T.F. Harper for the purchase of supplies, materials and services for repairs and improvements to playgrounds and outdoor areas.

H. Fiscal Impact and Cost: TOTAL: \$ 100,000

Budget – General Operating Fund Bond Grant/Special Funds Other _____

Prior Year Spending - \$76,055.59

Future/Ongoing – This procurement will be a recurring cost (annually)

I. Monitoring and Reporting TimeLine:

Person responsible for evaluating this decision or action— Jaime Franco, Director of Grounds & IPM

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move that Board approve T.F. Harper for the purchase of playground supplies, materials, and services in the amount of \$100,000, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 9/28/2020

Subject: Procurement: Orientation – Regular and Additional COVID Custodial Supplies – Buckeye Cleaning Center

Administrator Responsible/Position: Max Cleaver – Chief Operations Officer

Purpose of Agenda Item:

Action needed Information only Receive input

A. Authority for This Action:

Local Policy Law or Rule N/A

B. Goal or Need Addressed: This purpose of this agenda item is to authorize the procurement of regular custodial operations and additional COVID cleaning supplies across the district from Buckeye Cleaning Center.

C. Summary:

Previous board action relating to this item
 Future action anticipated
 Background information – Due to COVID protocols, additional supplies are needed for custodial operations.

D. Scope of Options Reviewed:

BuyBoard Cooperative Contract #569-18 (Custodial Supplies & Equipment)
This is a one-year contract with one (1) additional one-year renewal through 09/30/2021
Reasons for rejecting alternatives:

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Custodial Department
 From public -

F. Administrative Recommendation:

The administration recommends approval of Buckeye Cleaning Center for the purchase of regular and additional COVID custodial supplies.

G. Fiscal Impact and Cost: Total Amount: \$100,000

Budget – General Operating Fund Bond Grant/Special Funds Other _____
Prior Year Spending – \$85,502.26 - Until we are able to establish use levels for hand sanitizer and hand soap, we will not be able to quantify the additional COVID spending limit.
Future/Ongoing – This procurement will be a recurring cost (annually)

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Max Cleaver – Chief Operations Officer
Evaluation method and time line -
Next report to the board -

I. Suggested Motion:

I move that the Board approve Buckeye Cleaning Center for regular and additional COVID supplies in the amount of \$100,000, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Student ID Cards – Secured Mobility dba Smart Tag

Administrator Responsible/Position: Max Cleaver, Chief Operations Officer

A. Purpose of Agenda Item:

- Action needed Information only Receive input

B. Authority for This Action:

- Local Policy Law or Rule N/A

Goal or Need Addressed:

Provide supplies and equipment to produce photo ID cards Districtwide.

C. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information: Currently, students carry photo ID cards at the three comprehensive high schools, many of the middle schools, and one elementary school. Additionally, all employees are required to carry a photo ID.

The purpose of this project is to upgrade obsolete badge printing equipment and standardize the photo ID system Districtwide. In addition to the student tracking functionality, the goal of this integration is to utilize the same photo ID card for library material checkout and meal service tracking.

The proposed new IDP Smart printers will utilize Card Exchange Professional ID card printing software which integrates with the Life Touch student photo data files and the TEAMS Student Management System.

In addition to the 25 campuses, the Human Resources Department and the volunteer coordinator will transition to the same system for a total of 27 complete systems.

The estimated cost of the program is summarized in the following table:

Item	Quantity	Cost	total	
ID Printer	27	\$1,699	\$45,873	Onetime expense
ID Software	27	\$796	\$21,492	Onetime expense
Printing Ribbon	125	\$70	\$8,750	Recurring expense-as needed
Blank Cards	25000	\$0.88	\$22,000	Recurring expense-as needed
		Total	\$98,115	

D. Scope of Options Reviewed:

BuyBoard Cooperative Contract #579-19 Technology Equipment, Products, Services & Software

This is a one-year contract with one (1) option to renew through 12/31/2021

Reasons for rejecting alternatives:

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Attorneys

From public -

F. Administrative Recommendation:

Consideration and approval of the procurement of supplies and hardware from Secured Mobility dba Smart Tag to produce photo ID cards Districtwide.

G. Fiscal Impact and Cost: Amount: \$98,115

Budget Bond Grant/Special Funds Other

General fund for expendable supplies: \$30,750

Fund Balance: \$67,365

Prior Year Spending – \$313,326.65

Future/Ongoing – not applicable

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action: Jeri Skrocki, Director of Safety and Security

Evaluation method and time line -

Next report to the board -

I. Suggested Motion:

I move the Board approve the purchase of supplies and hardware from Secured Mobility dba Smart Tag to produce photo ID cards Districtwide, in the amount of \$98,115, as presented.

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: 09/28/2020

Subject: Technology Supplies & Equipment – GTS Technology Solutions

Administrator Responsible/Position: Dianne Borreson

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

The purpose of this agenda item is to authorize the purchase of 5000 Chromebooks from GTS.

D. Summary:

Previous board action relating to this item – Board has previously approved the purchase of supplies and equipment from GTS Technology Solutions (05/18/2020).

Future action anticipated -

Background information – Board has previously approved purchases from GTS Technology Solutions. We currently purchase most all Dell devices from GTS Technology Solutions. GTS is a Dell premium channel partner and provides quotes under the Dell contract. This expenditure will provide 1:1 mobile devices (Chromebooks) for students in grades 3-12.

E. Scope of Options Reviewed:

State of Texas DIR Contracts:

#DIR-TSO-3504	#DIR-TSO-3655	#DIR-TSO-4179	#DIR-TSO-3834
#DIR-TSO-4174	#DIR-TSO-3652	#DIR-TSO-4017	#DIR-TSO-3920
#DIR-TSO-4318			

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Technology Department

From public -

G. Administrative Recommendation: Administration recommends the Board approve purchases from GTS Technology Solutions for an estimated amount not to exceed \$1,500,000.00

H. Fiscal Impact and Cost: Amount: Not to exceed \$1,500,000

Budget – General Operating Fund Bond Grant/Special Funds Other _____

Prior Year Spending - \$1,432,991.54

Future/Ongoing -

I. Monitoring and Reporting Time Line:
Person responsible for evaluating this decision or action— Dianne Borreson

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:
I move that the Board approve purchases from GTS Technology Solutions for an estimated amount not to exceed \$1,500,000.00



GTS Technology Solutions, Inc.
 9211 Waterford Centre Blvd
 Suite 275
 Austin, TX, 78758
 Phone: (512) 452-0651

Quote

Quote #: QT0061303
Date: 9/22/2020
Delivery Date:
Expire Date: 10/22/2020
Customer ID: TXHAYS21001
Sales Contact: Peggy Moses

QUOTE FOR:	SHIP TO:
Hays Consolidated Independent School District	Hays Consolidated Independent School District

CUSTOMER P.O. NO.	TERMS	SALES REP
5000 Chromebooks	Net 30 Days	Ben Horsey
SHIPPING TERMS		SHIP VIA

NO.	ITEM	CONTRACT	QTY.	UOM	PRICE	EXTENDED PRICE
1	210-ARJL: Dell Chromebook 3100	DIR-TSO-3763-R	5,000.00	EACH	\$232.15	\$1,160,750.00
	NOTE: Dell Chromebook 3100 Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W) 4GB 2400MHz LPDDR4 Non-ECC 16GB eMMC Hard Drive 11.6" HD (1366 x 768) Anti-Glare Non-Touch, Camera & Microphone, WLAN Capable US English Keyboard, non-backlit No Mouse Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0 Label 0X02 Primary 3-Cell 42WHr Battery 65W AC Adapter 250V,1M US Power Cord Fixed Hardware Configuration No UPC Label SERI Guide (ENG/FR/Multi) Quick Start Guide EAN label Not Included Non-Touch LCD Cover Min Config Packaging Dell,Regulatory Label,FCC,25WX13HMM,R0.5 Intel(R) Label No Carrying Case BTS/BTP Smart Selection Shipment, Chromebook (VS) Dell Limited Hardware Warranty Initial Year Onsite/In-Home Service After Remote Diagnosis, 1 Year					
2	CROSSWDISEDU: Google Chrome OS Management Console	NON CONTRACT	5,000.00	EACH	\$24.67	\$123,350.00

Total Weight (EACH):	0	Sales Total:	\$1,284,100.00
Total Volume (EACH):	0	Freight & Misc.:	\$0.00
<i>These prices do NOT include taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.</i>		Tax Total:	\$0.00
		Total (USD):	\$1,284,100.00

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Annual Financial Report Due Date Extension Waiver

Administrator Responsible/Position:

- A. Purpose of Agenda Item:
 Action needed Information only Receive input
- B. Authority for This Action:
 Local Policy Law or Rule N/A
- C. Goal or Need Addressed: Waiver from TEA on due date of the annual financial report due to circumstances related to COVID 19.
- D. Summary:
 Previous board action relating to this item - Monthly
 Future action anticipated -
 Background information – Due to circumstances related to COVID 19 TEA is allowing waivers on the due date of the annual financial audit report to allow sufficient time to complete the District's annual audit.
- E. Comments Received:
 Cabinet DLT FBOC Teacher Org. Reps. Other _____
- F. Administrative Recommendation:
Administration recommends that the board approve the request for waiver to the Texas Education Agency for an extension of the November 27th due date of the District's Annual Financial Audit due to circumstances involving the COVID 19 pandemic. This waiver will allow sufficient time for the District along with the District's external auditors to complete the Annual Audit.
- G. Fiscal Impact and Cost: Amount: \$0
 Budget Bond Grant/Special Funds Other _____
- H. Monitoring and Reporting TimeLine:
Person responsible for evaluating this decision or action—
Randy Rau
- I. Suggested Motion:
I move that the Board approve the waiver request as presented.

**Texas State University
Teacher Fellows Program Memorandum of Understanding**

This Memorandum of Understanding (MOU) is between Texas State University, on behalf of the Teacher Fellows Program and herein called "TxState," **Hays CISD herein called "school district,"** TxState Teacher Fellows, and the school district's Exchange Teacher. The purpose of this agreement is to specify the relationship among TxState, the Teacher Fellows (inductees), the Exchange Teacher(s), and the school district. This agreement reflects our common interests in providing appropriate on-going professional development programs for Teacher Fellows and Exchange Teachers.

In consideration of their participation in this cooperative professional development program, the benefits and responsibilities accruing to the parties from such an agreement, TxState, the Exchange Teacher(s), the Teacher Fellow(s), and the school district each, individually and jointly, agree as follows:

I

The terms of this MOU are conditioned upon full performance by Hays CISD of all obligations, including but not limited to the financial obligations, imposed upon it by the Teacher Fellows Program Responsibility Agreement entered into between TxState and Hays CISD.

II

TxState agrees to:

1. Provide a TxState Teacher Fellows Program Director.
2. Provide administrative support to the TxState Teacher Fellows Program.
3. Together with school district, screen and select Teacher Fellows applicants to ensure that the applicants meet school district and university standards.
4. Together with school district, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet district and university standards.
5. Provide on-going professional training to the Teacher Fellows through graduate courses. .
6. Meet with the Teacher Fellow, Exchange Teacher and school district principal to assist in the professional development of the Teacher Fellow.
7. Provide each Teacher Fellow a stipend of **\$19,200**, provided the Hays CISD fully funds the total amount of this stipend in accordance with the Texas Fellows Program Responsibility Agreement which is attached and incorporated herein for all purposes.
8. Provide tuition for Teacher Fellows for the year of internship plus Summer I and II sessions immediately preceding and following the teaching fellowship year.
9. Provide induction training for the Exchange Teacher.
10. Provide access to TxState Student Health Services for TxState Teacher Fellows.
11. Require that the Exchange Teacher engage in the following:
 - a. Regular visits to the Teacher Fellow's campus (no less than 1 visit per week) for the purpose of providing on-site assistance to the Teacher Fellow
 - b. Participates with Teacher Fellows at Saturday and after school seminars and graduate classes
 - c. Serves as liaison between the university and the school district.
 - d. Participates in supervision and/or induction training.

III

The Teacher Fellow agrees to:

1. Meet all requirements for Texas Teacher Certification prior to beginning the program.
2. Meet all requirements for admission to The Graduate College at Texas State University.
3. Attend and satisfactorily complete all requirements for designated graduate courses.
4. Perform the duties assigned by the school district and to serve as the teacher-of-record as assigned.
5. Adhere to all guidelines, regulations, and policies of the school district, the State Board of Education, TxState, the Texas State University System, and all legal requirements for public school teachers in Texas.
6. Acknowledge that, because the Teacher Fellow is not employed by the school district, the Teacher Fellow will not be issued nor entitled to an employment contract of any kind with the school district, including but not limited to an employment contract pursuant to Texas Education Code Chapter 21, and accordingly, will not be afforded any such contract rights.
7. Acknowledge that no employment relationship exists between the Teacher Fellow and the school district, or between the Teacher Fellow and Texas State University, and therefore the Teacher Fellow will not be entitled to such rights as may exist in the event of an employment relationship, including but not limited to worker's compensation or unemployment insurance benefits, except as expressly provided herein.
8. Acknowledge that, because the Teacher Fellow is not employed by or paid by the school district, the Teacher Fellow does not qualify for Teacher Retirement System benefits, and the school district will make no contributions on his or her behalf.
9. Acknowledge that he/she is solely responsible for any tax implications resulting or arising from the Teacher Fellow's receipt of any and all stipends paid pursuant to this Agreement.

IV

The Faculty Exchange Teacher agrees to:

1. Meet and maintain all requirements for Texas Teacher Certification.
2. Adhere to all guidelines, regulations, and policies of the school district and the State Board of Education and all legal requirements for public school teachers in Texas.
3. Participate in the training program offered by TxState.
4. Schedule weekly observations and support meetings with assigned Teacher Fellows during the period of the Teacher Fellows' induction year.
5. Provide support to assigned Teacher Fellows as prescribed by the Teacher Fellows program.
6. Conduct a follow-up conference after each observation.
7. Be an integral part of the classroom for assigned Teacher Fellows for the purpose of providing professional support and mentoring.

8. Provide professional support, guidance, and mentoring to the Teacher Fellows in the areas of: instructional strategies, classroom management, curriculum development, district and building policies, learning resources, and other areas of concern to the Teacher Fellow.

V

The school district agrees to:

1. Together with TxState, screen and select Teacher Fellow applicants to ensure that the applicants meet school district and university standards.
2. Together with TxState, jointly screen and select Exchange Teacher applicants to ensure that the applicants meet school district and university standards.
3. Allow sick leave to the Teacher Fellow(s) commensurate with that allotted to other district first-year teachers.
4. Provide suitable elementary or middle school classroom placements for Teacher Fellows.
5. Release the Exchange Teacher from classroom duties to work full-time with the TxState Teacher Fellows Program.
6. Retain the Exchange Teacher on school district payroll at current salary and employee benefits, subject to the Exchange Teacher's successful fulfillment of the requirements established in Section IV above.
7. Credit the Teacher Fellow with a year of service for district pay purposes in the event that the Teacher Fellow is subsequently hired by the school district following the fellowship year.
8. The school district will:
 - a. Be in charge of overall supervision of the Teacher Fellow(s) performance at the school.
 - b. Conduct appraisals in accordance with district policies.
 - c. Meet, as needed, with assigned Teacher Fellow(s) and Exchange Teacher for the purpose of providing professional support and guidance to the Teacher Fellow.
 - d. Appoint a school-district employee to act as liaison between the school district and the TxState Teacher Fellows Director, and
 - e. Conduct an orientation with the Teacher Fellow(s) prior to placement in the classroom.

VI

Sovereign Immunity. Notwithstanding any provision of this MOU, nothing herein shall be construed as a waiver by either party of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this MOU, the terms of this paragraph shall control.

Nondiscrimination. In their execution of this MOU the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and

sexual misconduct. The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this MOU.

VII

1. If any portion of this MOU shall be deemed void or invalid, the remaining portions of the MOU shall continue in full force and effect.
2. This MOU represents the entire Agreement between the Parties, and it supersedes any prior understanding or written or oral agreement relating to the subject matter herein. This Agreement may not be modified, altered, changed, or amended, except by written agreement of the Parties.
3. This MOU and all claims arising from this MOU shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this MOU and all claims arising from this MOU shall be brought in the federal or state courts serving Hays County in the State of Texas.
4. No Party shall assign or otherwise transfer its interest in this MOU without the express written permission of the other Party.
5. This MOU may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.
6. By the execution and delivery of this MOU, the undersigned individuals warrant that they have been duly authorized by their governing body in order to enter into and perform the terms of this MOU.

7/24/2020

Signatures

President, Board of School Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Laura Duhon

Date

08/03/2020

TxState Teacher Fellows Representative

Date

Exchange Teacher

Date

Exchange Teacher

Lexie Ferguson

Lexie Ferguson (Jul 25, 2020 11:59 CDT)

Date

07/25/2020

TxState Teacher Fellow

Gabriella Guerrero

Gabriella Guerrero (Jul 25, 2020 13:10 CDT)

Date

07/25/2020

TxState Teacher Fellow

Mylynn McCarty

Mylynn McCarty (Jul 25, 2020 15:19 CDT)

Date

07/25/2020

TxState Teacher Fellow

Arykah Navarro

Arykah Navarro (Jul 26, 2020 01:46 CDT)

Date

07/26/2020

TxState Teacher Fellow

Betty Rubel

Betty Rubel (Aug 1, 2020 09:52 CDT)

Date

08/01/2020

TxState Teacher Fellow

NoElle Shattuck

NoElle Shattuck (Aug 2, 2020 11:13 CDT)

Date

08/02/2020

TxState Teacher Fellow

Viridiana Suarez Ruiz

Viridiana Suarez Ruiz (Aug 2, 2020 21:55 CDT)

Date

08/03/2020

TxState Teacher Fellow

Date

7/24/2020


Ivana Wright (Aug 2, 2020 22:02 CDT)
TxState Teacher Fellow

08/03/2020

Date

Teacher Fellows Program Responsibility Agreement

This Agreement, dated the 24th day of July, 2020, is between Texas State University (TxState) and **Hays CISD (also referred to herein as either the Party or Parties).**

1. Background

1.01. TxState operates a Teacher Fellows Program in its Department of Curriculum and Instruction as a part of its course of study for graduate level teacher development. The Teacher Fellows Program pairs experienced teachers with fully certified first year teachers. TxState believes the participation of experienced elementary school teachers in this program will enhance its teacher development curriculum and quality induction for new teachers. **Hays CISD** employs experienced elementary school teachers who are willing to participate as mentors in TxState's Teacher Fellows Program.

1.02. By participating in TxState Teacher Fellows Program, **Hays CISD's** Teacher Fellows and Exchange Teachers can benefit from intensive professional development activities.

2. Agreement

2.01. Sponsorship of Teacher Fellows. **Hays CISD** agrees to sponsor eight fully certified first-year teachers from TxState Teacher Fellows Program and to assign them duties under the terms of the Teacher Fellows Program Memorandum of Understanding between TxState and **Hays CISD**. The Terms of the Texas State University Teacher Fellows Program Memorandum of Understanding are incorporated by reference into this agreement. **Hays CISD** may assign these Teacher Fellows reasonable additional duties and may anticipate that they will perform their duties satisfactorily.

- a. Each Teacher Fellow will comply with state and federal laws and **Hays CISD's** district policies and administrative directives.
- b. The Teacher Fellows will not be employees of **Hays CISD**, but **Hays CISD** will allow Teacher Fellows to utilize the same sick leave and other leave allowed to other teachers **Hays CISD** employs. **Hays CISD** will treat absences in excess of normal leave according to its policies.
- c. After an academic year in this program, **Hays CISD** may credit each Teacher Fellow with a year of teaching experience for purposes of local district creditable service for placement on the salary schedule if **Hays CISD** subsequently employs the Teacher Fellow.
- d. The Teacher Fellow hereby agrees and understands that health insurance or worker's compensation is not afforded by the **Hays CISD**.

2.02 Exchange Teachers. **Hays CISD** will release one experienced teacher, to be known as a Exchange Teacher, from classroom duties with **Hays CISD**, and allow him/her to work full-time in TxState Teacher Fellows Program. The Parties will identify this teacher together. The Exchange Teacher will provide support services to TxState Teacher Fellows. TxState will assign duties to the Exchange Teacher, but the Exchange Teacher will remain an employee of **Hays CISD**, and will retain his/her current salary and be eligible for all employee benefits, including career ladder benefits. **Hays CISD** will pay these salaries and benefits.

2.03. TxState Support Services. TxState will provide professional support services to the Teacher Fellows and to **Hays CISD** as provided in this agreement and the Teacher Fellows Program.

3. Payment

3.01 **Hays CISD** will pay TxState TWO HUNDRED EIGHTY FIVE THOUSAND NINE HUNDRED NINETY DOLLARS (\$285,990.00) in two installments of ONE HUNDRED FORTY TWO THOUSAND NINE HUNDRED NINETY FIVE DOLLARS (\$142,995.00) each. The first installment is due on or before **September 15, 2020**. The second installment is due on or before **February 15, 2021**. This payment is for two cohort(s) in **Hays CISD**.

Table for Teacher Fellows Program 2020-2021
Hays CISD

# of Cohorts	Beginning Teacher Salary (based on 19-20 Salary Schedule)	Total per Cohort
1	\$47,665 x3=	\$142,995.00
2	\$47,665 x3=	\$142,995.00
	Total for district	\$285,990.00

4. Term

4.01. This Agreement will begin on **July 31, 2020** and end on **July 31, 2021** unless sooner terminated as provided below.

4.02. Either Party may terminate this Agreement by giving the other 30 days written notice and reasonable opportunity to correct a perceived deficiency. If either Party terminates this Agreement under this section, the Parties will prorate the amount due to TxState according to the termination date.

5. General Provisions

5.01. Neither Party may assign its rights or obligations under this Agreement without the written consent of the other. This Agreement is binding on the Parties and their successors and their assigns where permitted by this Agreement.

5.02. This Agreement and all claims arising from this Agreement shall be interpreted and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any judicial action or proceeding between the parties relating to this Agreement and all claims arising from this Agreement shall be brought in the federal or state courts serving Hays County in the State of Texas.

5.03. In their execution of this Agreement the parties and others acting by or through them shall comply with all federal and state laws prohibiting discrimination, harassment, and sexual misconduct. -, The parties agree not to discriminate on the basis of race, color, national origin, age, sex, religion, disability, veterans' status, sexual orientation, gender identity or gender expression. Any breach of this covenant may result in termination of this Agreement.

5.04 This Agreement is the only agreement between the parties respecting this subject, and it supersedes all prior written or oral understandings between the parties respecting this subject.

5.05 Notwithstanding any provision of this Agreement, nothing herein shall be construed as a waiver by Texas State University of its constitutional, statutory or common law rights, privileges, immunities or defenses. To the extent the terms of this paragraph conflicts with any other provision in this Agreement, the terms of this paragraph shall control.

5.06. The Parties may not amend this agreement unless they do so in writing. Representatives of both parties must sign any amendment for it to be valid.

7/24/2020

Signatures

President, Board of School Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Laura Duhon

Date

08/03/2020

TxState Teacher Fellows Representative

Date

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Amend 2020-2021 Appraiser List

Administrator Responsible/Position: Marivel Sedillo, CHRO

A. Purpose of Agenda Item:

Action needed Information only Receive input

B. Authority for This Action:

Local Policy DNA (lega/local) Law or Rule N/A

C. Goal or Need Addressed: Request for approval of additional Certified Appraisers for teachers.

D. Summary:

Previous board action relating to this item - Board approved a list of certified appraisers in August 2020.

Annual compliance of appraisal process for certified teachers in accordance with DNA (Legal/ Local) and Commissioner's Rule, §150.1003(d), and Commissioner's Rule §150.1006.

Future action anticipated -

Background information - In accordance with the Commissioner's Rule, §150.1003(d), Appraisals, Data Sources and Conferences, each school district shall adopt a calendar for the appraisal of teachers. The local Board of Trustees must approve days that will be identified for exclusion purposes from the formal observation process. The calendar, which will designate specific time frames for appraisal purposes, must be disseminated to all appraisers and teachers before the appraisal process begins.

In accordance with the Commissioner's Rule §150.1006, Appraiser Qualification, the Board of Trustees must also approve individuals who serve as appraisers for teachers.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other -

From public -

F. Administrative Recommendation:

Administration recommends the Board approve the 2020-2021 amended appraiser list

Advantages/benefits of this proposal – All campus administrators will be able to conduct annual T-TESS performance evaluations.

Consequences of not approving recommendation -

G. Fiscal Impact and Cost: Amount: \$

Budget Bond Grant/Special Funds Other _____

Prior Year Spending - \$ _____

Future/Ongoing -

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Marivel Sedillo, CHRO

Evaluation method and time line – All annual T-TESS performance evaluation will be conducted and completed by the appraisal timeline.

Next report to the board -

I. Suggested Motion:

I move that the Board approve the 2020-2021 amended appraiser list, as presented.

Last Name	First Name	Position	Location
PIZANA	MARCO	ASST PRINCIPAL HS	High School - Lehman

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 28, 2020

Subject: Consideration and possible approval of Superintendent's contract extension and compensation

Administrator Responsible/Position: Hays CISD Board of Trustees

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Possible extension of Superintendent's contract and compensation

D. Summary:

Information regarding Superintendent's contract extension and compensation was discussed in closed session

E. Suggested Motion

I move that the Board approve the Superintendent's contract extension and compensation, as presented.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 28, 2020

Subject: Consideration and possible action regarding Cause No. 1:19-cv-00393-LY

Administrator Responsible/Position: Dr. Eric Wright, Superintendent of Schools

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Take action, if necessary, regarding Cause No. 1:19-cv-00393-LY

D. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information – On January 21, 2020, the board consulted with legal counsel regarding pending litigation in Cause No. 1:19-cv-00393-LY; in the United States District Court, Western District of Texas, Austin Division,

E Suggested Motion

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Amend Compensation Plan

Administrator Responsible/Position: Marivel Sedillo, CHRO

A. Purpose of Agenda Item:

Action needed

Information only

Receive input

B. Authority for This Action:

Local Policy (DEA Legal & Local); DK (Local)

Law or Rule

N/A

C. Goal or Need Addressed: In an effort to better maximize our human capital, we are requesting approval to amend the compensation plan to reflect changes in responsibilities and duties of certain positions.

D. Summary:

Previous board action relating to this item - Board approved the 2020-21 compensation plan in June 2020 giving all employees a 2% midpoint increase.

Future action anticipated -

Background information - In accordance with legal and local policy (DEA), the board approves any amendments/changes to the compensation plan.

Recommendation:

Increase all salaries by an additional 1% for a total of 3%

Amend the following on the compensation plan:

- Stadium Manager - \$12,500 per year (From \$10K to \$12,500)
- Events Coverage Stipend - \$6,000 per year (NEW)
- Reclassify CTE Coordinator with CCMR responsibilities from AP 4 to AP5 - New Title CTE and CCMR Coordinator
- Reclassify Assistant Café Manager, HS from AUX4 to AUX5
- Guest Teacher daily rate increase, by \$5 per day – anticipate budget neutral due to amended academic calendar
- Retention Incentive for Custodial and Child Nutrition, \$250 in Dec and May
- Increase Bus Driver minimum pay to \$17.01 per hour
- Implement referral incentive of \$50 upon hire and an additional \$50 after 6 months of continuous employment for referring employee

E. Scope of Options Reviewed:

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet

DLT

FBOC

Teacher Org. Reps.

Other -

From public -

- G. Administrative Recommendation:** Administration recommends that the Board approve the amended Compensation Plan as presented.
- Advantages/benefits of this proposal – Our restructuring will allow us to maximize our human capital and support our daily operations.
 - Consequences of not approving recommendation - Work within our current structure until the next budget year.

- H. Fiscal Impact and Cost:** **Amount:** \$ 1.8 million for amended changes
- Budget Bond Grant/Special Funds Other _____

Prior Year Spending - \$ _____

Future/Ongoing -

- I. Monitoring and Reporting Time Line:**
Person responsible for evaluating this decision or action— Marivel Sedillo, CHRO

Evaluation method and time line – Surveys and feedback from administrators and employees will indicate if our changes are improving operations in the various departments.

Next report to the board -

- J. Suggested Motion:**
I move that the Board approve the amended Compensation Plan as presented

Hays Consolidated Independent School District
Teacher, Librarian, and Nurse Hiring Schedule
for the Fiscal Year Ending June 30, 2021

<u>2021</u> <u>Years Exp (Step)</u>	<u>2021</u>			<u>2021</u>			<u>2021</u>		
	<u>Salary Schedule</u>		<u>Daily Rate</u>	<u>Salary Schedule</u>		<u>Daily Rate</u>	<u>Salary Schedule</u>		<u>Daily Rate</u>
	<u>Bachelor</u>	<u>187 Days</u>	<u>Masters + \$1,500</u>	<u>187 Days</u>	<u>Doctorate + \$4,000</u>	<u>187 Days</u>			
0	\$	48,381	\$ 258.7219	\$	49,881	\$ 266.7433	\$	52,381	\$280.1123
1	\$	49,479	\$ 264.5936	\$	50,979	\$ 272.6150	\$	53,479	\$285.9840
2	\$	51,464	\$ 275.2086	\$	52,964	\$ 283.2299	\$	55,464	\$296.5989
3	\$	51,564	\$ 275.7433	\$	53,064	\$ 283.7647	\$	55,564	\$297.1337
4	\$	52,044	\$ 278.3102	\$	53,544	\$ 286.3316	\$	56,044	\$299.7005
5	\$	52,444	\$ 280.4492	\$	53,944	\$ 288.4706	\$	56,444	\$301.8396
6	\$	53,534	\$ 286.2781	\$	55,034	\$ 294.2995	\$	57,534	\$307.6684
7	\$	54,514	\$ 291.5187	\$	56,014	\$ 299.5401	\$	58,514	\$312.9091
8	\$	55,044	\$ 294.3529	\$	56,544	\$ 302.3743	\$	59,044	\$315.7433
9	\$	55,574	\$ 297.1872	\$	57,074	\$ 305.2086	\$	59,574	\$318.5775
10	\$	56,104	\$ 300.0214	\$	57,604	\$ 308.0428	\$	60,104	\$321.4118
11	\$	56,634	\$ 302.8556	\$	58,134	\$ 310.8770	\$	60,634	\$324.2460
12	\$	57,224	\$ 306.0107	\$	58,724	\$ 314.0321	\$	61,224	\$327.4011
13	\$	57,764	\$ 308.8984	\$	59,264	\$ 316.9198	\$	61,764	\$330.2888
14	\$	58,304	\$ 311.7861	\$	59,804	\$ 319.8075	\$	62,304	\$333.1765
15	\$	58,844	\$ 314.6738	\$	60,344	\$ 322.6952	\$	62,844	\$336.0642
16	\$	59,384	\$ 317.5615	\$	60,884	\$ 325.5829	\$	63,384	\$338.9519
17	\$	59,974	\$ 320.7166	\$	61,474	\$ 328.7380	\$	63,974	\$342.1070
18	\$	60,464	\$ 323.3369	\$	61,964	\$ 331.3583	\$	64,464	\$344.7273
19	\$	60,954	\$ 325.9572	\$	62,454	\$ 333.9786	\$	64,954	\$347.3476
20	\$	61,444	\$ 328.5775	\$	62,944	\$ 336.5989	\$	65,444	\$349.9679
21	\$	61,934	\$ 331.1979	\$	63,434	\$ 339.2193	\$	65,934	\$352.5882
22	\$	62,464	\$ 334.0321	\$	63,964	\$ 342.0535	\$	66,464	\$355.4225
23	\$	62,944	\$ 336.5989	\$	64,444	\$ 344.6203	\$	66,944	\$357.9893
24	\$	63,424	\$ 339.1658	\$	64,924	\$ 347.1872	\$	67,424	\$360.5561
25	\$	63,904	\$ 341.7326	\$	65,404	\$ 349.7540	\$	67,904	\$363.1230
26	\$	64,384	\$ 344.2995	\$	65,884	\$ 352.3209	\$	68,384	\$365.6898
27	\$	64,889	\$ 347.0000	\$	66,389	\$ 355.0214	\$	68,889	\$368.3904
28	\$	65,369	\$ 349.5668	\$	66,869	\$ 357.5882	\$	69,369	\$370.9572
29	\$	65,849	\$ 352.1337	\$	67,349	\$ 360.1551	\$	69,849	\$373.5241
30	\$	66,329	\$ 354.7005	\$	67,829	\$ 362.7219	\$	70,329	\$376.0909
31	\$	66,809	\$ 357.2674	\$	68,309	\$ 365.2888	\$	70,809	\$378.6578
32	\$	67,412	\$ 360.4920	\$	68,912	\$ 368.5134	\$	71,412	\$381.8824
33	\$	67,519	\$ 361.0642	\$	69,019	\$ 369.0856	\$	71,519	\$382.4545
34	\$	68,117	\$ 364.2620	\$	69,617	\$ 372.2834	\$	72,117	\$385.6524
35	\$	68,694	\$ 367.3476	\$	70,194	\$ 375.3690	\$	72,694	\$388.7380
36	\$	69,190	\$ 370.0000	\$	70,690	\$ 378.0214	\$	73,190	\$391.3904
37	\$	69,561	\$ 371.9840	\$	71,061	\$ 380.0053	\$	73,561	\$393.3743
38	\$	69,865	\$ 373.6096	\$	71,365	\$ 381.6310	\$	73,865	\$395.0000
39	\$	70,169	\$ 375.2353	\$	71,669	\$ 383.2567	\$	74,169	\$396.6257
40	\$	70,610	\$ 377.5936	\$	72,110	\$ 385.6150	\$	74,610	\$398.9840

Hays Consolidated Independent School District
Counselor Hiring Schedule
for the Fiscal Year Ending June 30, 2021

<u>2021</u> <u>Years Exp (Step)</u>	<u>2021</u>					
	<u>187 Days</u>	<u>Daily Rate</u>	<u>192 Days</u>	<u>204 Days</u>	<u>210 Days</u>	<u>215 Days</u>
	<u>Salary Schedule</u>	<u>187 Days</u>	<u>Salary Schedule</u>	<u>Salary Schedule</u>	<u>Salary Schedule</u>	<u>Salary Schedule</u>
0	\$ 50,817	\$ 271.7487	\$ 52,176	\$ 55,437	\$ 57,067	\$ 58,426
1	\$ 52,571	\$ 281.1283	\$ 53,977	\$ 57,350	\$ 59,037	\$ 60,443
2	\$ 54,556	\$ 291.7433	\$ 56,015	\$ 59,516	\$ 61,266	\$ 62,725
3	\$ 54,656	\$ 292.2781	\$ 56,117	\$ 59,625	\$ 61,378	\$ 62,840
4	\$ 55,136	\$ 294.8449	\$ 56,610	\$ 60,148	\$ 61,917	\$ 63,392
5	\$ 55,536	\$ 296.9840	\$ 57,021	\$ 60,585	\$ 62,367	\$ 63,852
6	\$ 56,626	\$ 302.8128	\$ 58,140	\$ 61,774	\$ 63,591	\$ 65,105
7	\$ 57,606	\$ 308.0535	\$ 59,146	\$ 62,843	\$ 64,691	\$ 66,232
8	\$ 58,136	\$ 310.8877	\$ 59,690	\$ 63,421	\$ 65,286	\$ 66,841
9	\$ 58,666	\$ 313.7219	\$ 60,235	\$ 63,999	\$ 65,882	\$ 67,450
10	\$ 59,196	\$ 316.5561	\$ 60,779	\$ 64,577	\$ 66,477	\$ 68,060
11	\$ 59,726	\$ 319.3904	\$ 61,323	\$ 65,156	\$ 67,072	\$ 68,669
12	\$ 60,316	\$ 322.5455	\$ 61,929	\$ 65,799	\$ 67,735	\$ 69,347
13	\$ 60,856	\$ 325.4332	\$ 62,483	\$ 66,388	\$ 68,341	\$ 69,968
14	\$ 61,396	\$ 328.3209	\$ 63,038	\$ 66,977	\$ 68,947	\$ 70,589
15	\$ 61,936	\$ 331.2086	\$ 63,592	\$ 67,567	\$ 69,554	\$ 71,210
16	\$ 62,476	\$ 334.0963	\$ 64,146	\$ 68,156	\$ 70,160	\$ 71,831
17	\$ 63,066	\$ 337.2513	\$ 64,752	\$ 68,799	\$ 70,823	\$ 72,509
18	\$ 63,556	\$ 339.8717	\$ 65,255	\$ 69,334	\$ 71,373	\$ 73,072
19	\$ 64,046	\$ 342.4920	\$ 65,758	\$ 69,868	\$ 71,923	\$ 73,636
20	\$ 64,536	\$ 345.1123	\$ 66,262	\$ 70,403	\$ 72,474	\$ 74,199
21	\$ 65,026	\$ 347.7326	\$ 66,765	\$ 70,937	\$ 73,024	\$ 74,763
22	\$ 65,556	\$ 350.5668	\$ 67,309	\$ 71,516	\$ 73,619	\$ 75,372
23	\$ 66,036	\$ 353.1337	\$ 67,802	\$ 72,039	\$ 74,158	\$ 75,924
24	\$ 66,516	\$ 355.7005	\$ 68,294	\$ 72,563	\$ 74,697	\$ 76,476
25	\$ 66,996	\$ 358.2674	\$ 68,787	\$ 73,087	\$ 75,236	\$ 77,027
26	\$ 67,476	\$ 360.8342	\$ 69,280	\$ 73,610	\$ 75,775	\$ 77,579
27	\$ 67,981	\$ 363.5348	\$ 69,799	\$ 74,161	\$ 76,342	\$ 78,160
28	\$ 68,461	\$ 366.1016	\$ 70,292	\$ 74,685	\$ 76,881	\$ 78,712
29	\$ 68,941	\$ 368.6684	\$ 70,784	\$ 75,208	\$ 77,420	\$ 79,264
30	\$ 69,421	\$ 371.2353	\$ 71,277	\$ 75,732	\$ 77,959	\$ 79,816
31	\$ 69,901	\$ 373.8021	\$ 71,770	\$ 76,256	\$ 78,498	\$ 80,367
32	\$ 70,504	\$ 377.0267	\$ 72,389	\$ 76,913	\$ 79,176	\$ 81,061
33	\$ 70,611	\$ 377.5989	\$ 72,499	\$ 77,030	\$ 79,296	\$ 81,184
34	\$ 71,209	\$ 380.7968	\$ 73,113	\$ 77,683	\$ 79,967	\$ 81,871
35	\$ 71,786	\$ 383.8824	\$ 73,705	\$ 78,312	\$ 80,615	\$ 82,535
36	\$ 72,282	\$ 386.5348	\$ 74,215	\$ 78,853	\$ 81,172	\$ 83,105
37	\$ 72,653	\$ 388.5187	\$ 74,596	\$ 79,258	\$ 81,589	\$ 83,532
38	\$ 72,957	\$ 390.1444	\$ 74,908	\$ 79,589	\$ 81,930	\$ 83,881
39	\$ 73,261	\$ 391.7701	\$ 75,220	\$ 79,921	\$ 82,272	\$ 84,231
40	\$ 73,702	\$ 394.1283	\$ 75,673	\$ 80,402	\$ 82,767	\$ 84,738

NOTE: Add \$4,000 for a Doctorate

Hays Consolidated Independent School District
Academic / Professional Compensation Plan
for the Fiscal Year Ending June 30, 2021

Pay Grade 1					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$249.68	\$301.77	\$353.86	\$9.05	
187	46,690	56,431	66,172	1,692	
226	56,428	68,200	79,972	2,045	
	JR ROTC(226) Testing Specialist(226)	SE COTA(187)	SE Certified Interpreter**(187)		

** 2 years experience granted for each approved interpreter certification Level held by candidate.
Maximum additional years = 6; Levels: Basic, Advanced and Master

Pay Grade 2					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$256.32	\$312.58	\$368.84	\$9.38	
<i>Currently no positions in this pay grade</i>					

Pay Grade 3					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$276.82	\$337.59	\$398.36	\$10.13	
187	51,765	63,129	74,493	1,894	
197	54,534	66,505	78,477	1,996	
	SE Behavior Specialist(187) SE Therapist - Music(187)	SE Low Incidence Specialist(187) SE Therapist - Occupational(187)	SE Licensed Physical Therapist(187) SE Orientation & Mobility Specialist(187)		

Pay Grade 4					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$299.01	\$364.60	\$430.19	\$10.94	
187	55,915	68,180	80,446	2,046	
204	60,998	74,378	87,759	2,232	
210	62,792	76,566	90,340	2,297	
215	64,287	78,389	92,491	2,352	
226	67,576	82,400	97,223	2,472	
	Asst. Principal-Elementary(204) Coordinator, C&I ELAR Secondary(226) Coordinator, C&I Math Elementary(226) Coord., C&I Soc. Studies (PK-12)(226) Coordinator, Low Incidence (SPED)(210) Coordinator, Pysch Services(210) Coordinator, SE Early Childhood(210) Coordinator, SE Speech Services(210) SE Assistive Tech(187) SE Speech Lang. Pathologist(SLP)(187)	Audiologist(187) Coordinator, C&I CTE(226) Coordinator, C&I GT(226) Coordinator, C&I Math Secondary(226) Coordinator, C&I STEM(226) Coordinator, PEP(226) Coordinator, SE Auditory Impairment(210) Coordinator, SE Instruction(210/215) Coord, SE Transition & Sec. Support(210) SE Diagnostician(187)	Bilingual/ESL Specialist(226) Coordinator, C&I ELAR Elementary(226) Coordinator, C&I LPAC & TELPAS(226) Coordinator, C&I Secondary Science(226) Coordinator, Pro Development(226) Coordinator, SE Behavior Services(210) Coordinator, SE Motor Team(210) Literacy Specialist(226) SE Licensed Spec School Psy(LSSP)(187) Secondary Sheltered Instr/ESL Spec.(226)		

Hays Consolidated Independent School District
Academic / Professional Compensation Plan
for the Fiscal Year Ending June 30, 2021

Pay Grade 5					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$322.89	\$393.77	\$464.65	\$11.81	
210	67,807	82,692	97,577	2,480	
226	72,973	88,992	105,011	2,669	
Assistant Principal, Impact/Live Oak(210) Assistant Principal, Middle School(210) Coordinator, SE Software & Medicaid(210) Coordinator, CTE & CCMR(226)					

Pay Grade 6					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$348.72	\$425.27	\$501.83	\$12.76	
215	74,975	91,433	107,893	2,743	
226	78,811	96,111	113,414	2,884	
230	80,206	97,812	115,421	2,935	
Academic Dean(226) Assistant Principal, High School(215) Assistant Principal, Lead High School(226) Coordinator, Athletics(226) Director, Band (Head-High School)(226) Director, Student Info Svcs (SIS)(230)					

Pay Grade 7					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$376.63	\$459.30	\$541.97	\$13.78	
226	85,118	103,802	122,485	3,114	
Director, Academic Support Director, Childhood Programs Director, Fine Arts Director, Student Services Director, Advanced Academics Director, Career Technical Education Director, Digital Learning Director, Multilingual/LOTE Principal, Elementary School Director, CCR & Counseling Director, Federal Programs Director, SPED Director, Assessment/Accountability					

Pay Grade 8					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$414.28	\$505.23	\$596.17	\$15.16	
226	93,627	114,182	134,734	3,426	
Director, C & I Director, Safety and Security Principal, IMPACT Center Principal, Live Oak Principal, Middle School					

Pay Grade 9					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$455.71	\$555.75	\$656.10	\$16.67	
226	102,990	125,600	148,279	3,767	
Deputy Academic Officer Deputy Human Resource Officer Principal, High School					

Pay Grade 10					3.00%
Daily	Minimum	Midpoint	Maximum	MPI	
	\$566.87	\$666.91	\$766.94	\$20.01	
226	128,113	150,722	173,328	4,522	
Chief Academic Officer Chief Communication Officer Chief Financial Officer Chief Human Resources Officer Chief Operations Officer Chief Technology Officer					

**Hays Consolidated Independent School District
Business / Professional Compensation Plan
for the Fiscal Year Ending June 30, 2021**

Pay Grade 1				3.00%
Daily	Minimum	Midpoint	Maximum	MPI
	\$186.16	\$227.02	\$267.89	\$6.81
226	42,072	51,307	60,543	1,539
230	42,817	52,215	61,615	1,566
248	46,168	56,301	66,437	1,689
Photo & Digital Correspondent(226)		SIS Assistant(230)	Technician I(248)	

Pay Grade 2				3.00%
Daily	Minimum	Midpoint	Maximum	MPI
	\$204.77	\$249.72	\$294.67	\$7.49
210	43,002	52,441	61,881	1,573
226	46,278	56,437	66,595	1,693
230	47,097	57,436	67,774	1,723
248	50,783	61,931	73,078	1,858
Attendance Intervention Specialist(210) Purchasing Buyer(230)		FS Nutrition Specialist Reg. Dietician(226) Supervisor Accounts Payable(230)	MIS Assistant I(230) Technician II / Help Desk(230/248)	

Pay Grade 3				3.00%
Daily	Minimum	Midpoint	Maximum	MPI
	\$235.49	\$287.18	\$338.88	\$8.62
226	53,221	64,903	76,587	1,948
230	54,163	66,051	77,942	1,983
248	58,402	71,221	84,042	2,138
Accountant I(230) Coordinator, C&I Instructional Mat.(230) Coordinator, Payroll(230) Manager, Print Shop(230) Software Support Specialist(248)		Assistant Tech Specialist(248) Coordinator, Employee Services(230) Coordinator, Performing Arts Center(226) Coordinator, Staffing & HR Systems(230) MIS Assistant II(230)	Communications Specialist(230) Coordinator, Fleet Services(248) Coordinator, SE Tech Services(248) Coordinator, Transportation(230) Security System Administrator(248)	

Pay Grade 4				3.00%
Daily	Minimum	Midpoint	Maximum	MPI
	\$259.05	\$315.91	\$372.77	\$9.48
230	59,582	72,659	85,737	2,180
248	64,244	78,346	92,447	2,351
Coordinator, Supt Admin Support(230)		Technician IV/Network Assistant(248)	Coordinator, SIS(230)	

Pay Grade 5				3.00%
Daily	Minimum	Midpoint	Maximum	MPI
	\$284.95	\$347.50	\$410.05	\$10.43
226	64,399	78,535	92,671	2,357
230	65,539	79,925	94,312	2,399
248	70,668	86,180	101,692	2,587
Assistant Director, MIS(230) Director, Grounds/Utilities/IPM(248) Systems Administrator - VOIP(248)		Coordinator, Mobile Device Mgmt(248) Data Programmer(248) Network Engineer(248) Systems Engineer(248)	Coordinator, PI/Webmaster(230) Director, Custodial Services(248) Senior Program Analyst(248)	

**Hays Consolidated Independent School District
Business / Professional Compensation Plan
for the Fiscal Year Ending June 30, 2021**

Pay Grade 6				
	Minimum	Midpoint	Maximum	3.00% MPI
Daily	\$313.44	\$382.24	\$451.09	\$11.47
226	70,837	86,386	101,946	2,592
248	77,733	94,796	111,870	2,845
	Assistant Director, Transportation(226) Director, Maintenance & Operations(248) Cyber Security Engineer(248)	Director of Desktop Support(248) Director, Software Service(248) Director, Security Systems(248)	Director, Energy Management/HVAC(248) Director, Support Staff(226) Director, Employee Services(226)	

Pay Grade 7				
	Minimum	Midpoint	Maximum	3.00% MPI
Daily	\$347.92	\$424.30	\$500.66	\$12.73
226	78,630	95,892	113,149	2,877
230	80,022	97,589	115,152	2,928
248	86,284	105,226	124,164	3,157
	Director, Budgets(226) Director, Tech Admin Support(230)	Director, PIO Community Partnerships(226) Director, New Const./Sustainability(248)	Director, MIS(230) Director, Purchasing(226)	

Pay Grade 8				
	Minimum	Midpoint	Maximum	3.00% MPI
Daily	\$407.07	\$496.43	\$585.79	\$14.89
226	91,998	112,193	132,389	3,365
	Director, Finance(226) Deputy Officer of Technology(248)	Director, Student Health Services(226)	Director, Transportation(226)	

Pay Grade 9				
	Minimum	Midpoint	Maximum	3.00% MPI
Daily	\$411.02	\$501.25	\$591.48	\$15.04
<i>Currently no positions in this pay grade</i>				

Pay Grade 10				
	Minimum	Midpoint	Maximum	3.00% MPI
Daily	\$472.67	\$576.43	\$680.01	\$17.29
<i>Currently no positions in this pay grade</i>				

Hays Consolidated Independent School District
ParaProfessional Compensation Plan
for the Fiscal Year Ending June 30, 2021

Pay Grade 1					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		\$10.15	\$12.38	\$14.62	\$0.37
<i>Currently no positions in this pay grade</i>					

Pay Grade 2					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		\$11.37	\$13.86	\$16.36	\$0.42
187	8	\$17,010	\$20,735	\$24,475	\$628
		Child Care Provider (ELC) SE Instructional Aide I - PPCD	Instructional Aide I	SE Instructional Aide-Inclusion/Res	

Pay Grade 3					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		\$12.50	\$15.26	\$18.01	\$0.46
187	8	\$18,700	\$22,829	\$26,943	\$688
192	8	\$19,200	\$23,439	\$27,663	\$707
197	8	\$19,700	\$24,050	\$28,384	\$725
204	8	\$20,400	\$24,904	\$29,392	\$751
		Clerk Counselor(204) Instructional Aide II -LPAC(187) ISS Monitor (MS)(187) PEP Caregiver(187) Receptionist (MS)(197)	Instructional Aide II(187) Instructional Aide II - Title II(187) LPAC Clerk Assistant(187) SE Instruct. Aide II - Found. Lrng.(187)	Instructional Aide II - ESL(187) Instructional Aide II - Title III(187) Parent Involvement Liaison(187) Receptionist (ES)(192)	

Pay Grade 4					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		\$13.75	\$16.78	\$19.80	\$0.50
187	8	\$20,570	\$25,103	\$29,621	\$748
189	8	\$20,790	\$25,371	\$29,938	\$756
192	8	\$21,120	\$25,774	\$30,413	\$768
197	8	\$21,670	\$26,445	\$31,205	\$788
230	8	\$25,300	\$30,875	\$36,432	\$920
		Attendance Clerk (ES/MS/HS)(197) Clerk MO(230) Clerk Transportation(230) ISS Monitor (High School)(187) Receptionist (High School)(197) Routing Clerk(230) SE Instructional Aide III - Behavior(187) SE Instruct. Aide III - Soc Behavior(187)	Campus Support(187) Clerk SE(187) Food Service Office Assistant(230) Library Tech(192) Receptionist - Food Service(187) SE ARD Facilitator Assistant(187) SE Instruct. Aide III - Found. Lrng-S.(187)	Child Care Site Director(197) Clerk Tech(230) Instructional Aide III(187) Purchasing Assistant(230) Receptionist - Freshman Center(192) SE Instructional Aide III(187) SE Instructional Aide III - Job Coach(187)	

Hays Consolidated Independent School District
Auxiliary Compensation Plan
for the Fiscal Year Ending June 30, 2021

Pay Grade 1					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		<i>\$10.15</i>	<i>\$12.38</i>	<i>\$14.62</i>	<i>\$0.37</i>
175	8	\$14,210	\$17,332	\$20,468	\$518
		Crossing Guard Production Specialist (Cook)	Monitor I (Lunchroom)	Monitor II (Lunchroom/Cross. Grd)	

Pay Grade 2					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		<i>\$10.97</i>	<i>\$13.38</i>	<i>\$15.78</i>	<i>\$0.40</i>
175	8	\$15,358	\$18,732	\$22,092	\$560
248	8	\$21,764	\$26,546	\$31,308	\$794
		Production Specialist/Cashier (Cook)(175) Textbook Specialist/Food Svc Asst(248)	CN Maintenance(175)	Custodian(248)	

Pay Grade 3					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		<i>\$12.28</i>	<i>\$14.98</i>	<i>\$17.68</i>	<i>\$0.45</i>
180	8	\$17,683	\$21,571	\$25,459	\$648
187	8	\$18,371	\$22,410	\$26,449	\$673
248	8	\$24,364	\$29,720	\$35,077	\$893
		Bus Monitor(180) Parts Runner(248)	Custodian, Lead(175) Security Monitor Campus(248)	Facilities Grounds(248) Security Monitor District(248)	

Pay Grade 4					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		<i>\$14.13</i>	<i>\$17.22</i>	<i>\$20.32</i>	<i>\$0.52</i>
175	8	\$19,782	\$24,108	\$28,448	\$728
230	8	\$25,999	\$31,685	\$37,389	\$957
248	8	\$28,034	\$34,164	\$40,315	\$1,032
		CN Manager in Training(175) Custodian, Head(248)	CN Warehouse Specialist(248) Shop Support(248)	Courier(230) Warehouse Specialist(248)	

Pay Grade 5					3.00%
Daily	Hrs	Minimum	Midpoint	Maximum	MPI
		<i>\$15.54</i>	<i>\$18.95</i>	<i>\$22.36</i>	<i>\$0.57</i>
175	8	\$21,756	\$26,530	\$31,304	\$798
230	8	\$28,594	\$34,868	\$41,142	\$1,049
248	8	\$30,831	\$37,597	\$44,362	\$1,131
		Child Nutrition Catering Manager(175) HVAC Coil Cleaning Technician(248) Warehouse Assistant(248)	Child Nutrition Manager(230) Key and Lock Technician(248) Assistant Cafeteria Manager, HS(175)	General Maintenance Worker(248) Utility Worker(248)	

Hays Consolidated Independent School District
Auxiliary Compensation Plan
for the Fiscal Year Ending June 30, 2021

Pay Grade 6		Minimum	Midpoint	Maximum	3.00% MPI
Daily	Hrs	\$17.09	\$20.85	\$24.60	\$0.63
175	8	\$23,926	\$29,190	\$34,440	\$882
230	8	\$31,446	\$38,364	\$45,264	\$1,159
248	8	\$33,907	\$41,366	\$48,806	\$1,250
		Camera Technician(230) Hazard Technician(230)	Child Nutrition Manager HS(175) Multi-Craft Technician(248)	Child Nutrition Support Manager(175) Painter(248)	

Pay Grade 7		Minimum	Midpoint	Maximum	3.00% MPI
Daily	Hrs	\$18.80	\$22.93	\$27.06	\$0.69
230	8	\$34,592	\$42,191	\$49,790	\$1,270
248	8	\$37,299	\$45,493	\$53,687	\$1,369
		Athletic Grounds/Building Keeper(248) Lead Trainer(230) Upholstery Technician(248)	Carpenter(248) Sign Technician(248) Utility Worker IPM(248)	Dispatcher(230) Tech Assist PAC(248) Wash Technician(248)	

Pay Grade 8		Minimum	Midpoint	Maximum	3.00% MPI
Daily	Hrs	\$21.44	\$25.22	\$29.01	\$0.76
230	8	\$39,450	\$46,405	\$53,378	\$1,398
248	8	\$42,537	\$50,036	\$57,556	\$1,508
		HVAC Technician II(248)	Locksmith(248)	Transportation Operations Specialist(230)	

Pay Grade 9		Minimum	Midpoint	Maximum	3.00% MPI
Daily	Hrs	\$23.59	\$27.75	\$31.91	\$0.83
248	8	\$46,803	\$55,056	\$63,309	\$1,647
		Assistant Supervisor, Grounds Assistant Supervisor, Sche/Proj Plan Electrician Integrated Pest Control Technician Plumber	Assistant Supervisor, HVAC Assistant Supervisor, Utilities Electronics Technician Mechanic, Tire Specialist Project Manager	Assistant Supervisor, Maintenance DDC Controls Technician Energy Management Electrician Mechanic, Transportation Refrigeration Technician	

Pay Grade 10		Minimum	Midpoint	Maximum	3.00% MPI
Daily	Hrs	\$27.12	\$31.91	\$36.70	\$0.96
248	8	\$53,806	\$63,309	\$72,813	\$1,647
		Custodial/Warehouse Manager Supervisor, Electrical Supervisor, Grounds/Construction Supervisor, Paint	Shop Foreman Supervisor, General Maintenance Supervisor, HVAC Technician Supervisor, Plumbing	Supervisor, Athletic Fields Supervisor, Grounds/Maintenance Supervisor, IPM	

Hays Consolidated Independent School District
Bus Driver Placement Scale
for the Fiscal Year Ending June 30, 2021

<u>Range</u> <u>Position</u>	<u>2021</u> <u>Local Experience</u>	<u>2021</u> <u>Paygrades</u>
Minimum	0	\$ 17.01
	1	\$ 18.30
	2	\$ 19.13
	3	\$ 19.43
	4	\$ 19.70
	5	\$ 19.96
	6	\$ 20.24
	7	\$ 20.52
	8	\$ 20.81
	9	\$ 21.10
	10	\$ 21.39
	11	\$ 21.69
	12	\$ 22.00
	13	\$ 22.31
	14	\$ 22.62
	15	\$ 22.94
	16	\$ 23.27
	Midpoint	17
18		\$ 23.94
19		\$ 24.28
20		\$ 24.63
21		\$ 24.98
22		\$ 25.34
23		\$ 25.71
24		\$ 26.08
25		\$ 26.46
26		\$ 26.84
27		\$ 27.23
28		\$ 27.63
29		\$ 28.04
30		\$ 28.45
Maximum	31	\$ 28.87
	32	\$ 29.29
	33	\$ 29.72
	34	\$ 30.17
	35	\$ 30.61
	36	\$ 31.07
	37	\$ 31.54
	38	\$ 32.01
	39	\$ 32.49
	40	\$ 32.97

Hays Consolidated Independent School District
Stipend Pay Schedule
for the Fiscal Year Ending June 30, 2021

Category	Assignment	Level	Proposed Stipend
Academics			
UIL	UIL Coach MS	MS	\$ 375.0
	UIL Coord MS	MS	\$ 1,000.0
	UIL Art	MS	\$ 400.0
HIGH SCHOOL	UIL Coord	HS	\$ 4,140.0
	UIL Art	HS	\$ 400.0
	UIL Accounting	HS	\$ 700.0
	UIL Calculator	HS	\$ 700.0
	UIL Computer Applications	HS	\$ 700.0
	UIL Computer Science	HS	\$ 700.0
	UIL Copy Editing	HS	\$ 700.0
	UIL Curriculum Evaluation	HS	\$ 700.0
	UIL Current Issues and Events	HS	\$ 700.0
	UIL Debate	HS	\$ 3,000.0
	UIL Film	HS	\$ 700.0
	UIL Informational Speaking	HS	\$ 700.0
	UIL Journalism	HS	\$ 1,750.0
	UIL Literary Criticism	HS	\$ 700.0
	UIL Math	HS	\$ 700.0
	UIL Number Sense	HS	\$ 700.0
	UIL One Act Play	HS	\$ 2,500.0
	UIL Personal Speaking	HS	\$ 700.0
	UIL Persuasive Speaking	HS	\$ 700.0
	UIL Poetry	HS	\$ 700.0
	UIL Prose	HS	\$ 700.0
	UIL Ready Writing	HS	\$ 700.0
	UIL Robotics	HS	\$ 700.0
	UIL Science	HS	\$ 700.0
	UIL Social Studies	HS	\$ 700.0
	UIL Spelling	HS	\$ 700.0
	UIL Student Congress	HS	\$ 700.0
Athletics			
	Athletic Coord MS	MS	\$ 1,500.0
	Basketball C-team	MS	\$ 900.0
	Basketball MS	MS	\$ 2,000.0
	Cheer MS	MS	\$ 2,200.0
	Cross Country MS	MS	\$ 2,000.0
	Football MS	MS	\$ 3,000.0
	Soccer MS	MS	\$ 2,000.0

	Tennis MS	MS	\$ 2,000.0
	Track MS	MS	\$ 2,000.0
	Volleyball C-team	MS	\$ 900.0
	Volleyball MS	MS	\$ 2,000.0
HIGH SCHOOL	Athletic Asst - Girls Coordinator	HS	\$ 3,000.0
	Athletic Trainer HS	HS	\$ 9,000.0
	Baseball Head HS	HS	\$ 6,000.0
	Baseball Asst HS	HS	\$ 4,000.0
	Basketball Head HS	HS	\$ 7,250.0
	Basketball Asst HS	HS	\$ 4,000.0
	Cheer Head HS	HS	\$ 5,500.0
	Cheer Asst HS	HS	\$ 3,500.0
	Cross Country Head HS	HS	\$ 5,000.0
	Cross Country Asst HS	HS	\$ 4,000.0
	Drill Team Head HS	HS	\$ 6,500.0
	Drill Team Asst HS	HS	\$ 4,500.0
	Football Coord HS	HS	\$ 8,000.0
	Football Asst HS	HS	\$ 7,000.0
	Golf Head HS	HS	\$ 6,000.0
	Golf Asst HS	HS	\$ 2,250.0
	Off-Season Conditioning	HS	\$ 5,000.0
	Powerlift HS	HS	\$ 4,000.0
	Soccer Head HS	HS	\$ 6,000.0
	Soccer Asst HS	HS	\$ 4,000.0
	Softball Head HS	HS	\$ 6,000.0
	Softball Asst HS	HS	\$ 4,000.0
	Swim Head HS	HS	\$ 6,300.0
	Swim Asst HS	HS	\$ 2,250.0
	Tennis Head HS	HS	\$ 6,300.0
	Tennis Asst HS	HS	\$ 5,000.0
	Track Head HS	HS	\$ 6,000.0
	Track Asst HS	HS	\$ 4,000.0
	Volleyball Head HS	HS	\$ 7,500.0
	Volleyball Asst HS	HS	\$ 5,000.0
	Webmaster-Athletics	HS	\$ 1,000.0
	Wrestling Head HS	HS	\$ 6,000.0
	Wrestling Asst. HS	HS	\$ 3,000.0
District			
	Campus Webmaster	All	\$ 1,000.0
	District Content Lead	All	\$ 2,000.0
	District Lead Librarian	All	\$ 3,500.0
	Events Coverage	All	\$ 6,000.0
	New Teacher Advisor	All	\$ 400.0
	New Teacher Mentors	All	\$ 400.0
	Stadium Manager	All	\$ 12,500.0
Fine Arts			

	Band Director MS	MS	\$ 7,500.0
	Band Asst Director MS	MS	\$ 5,500.0
	Choir Director MS	MS	\$ 3,000.0
Fine Arts			
	Choir Asst Director MS	MS	\$ 2,000.0
	District Honor Choir	All	\$ 500.0
	Mariachi MS	MS	\$ 5,000.0
	Theatre Director MS	MS	\$ 2,500.0
HIGH SCHOOL			
	Band Asst Director HS	HS	\$ 8,000.0
	Choir Director HS	HS	\$ 5,000.0
	Choir Asst Director HS	HS	\$ 3,500.0
	Mariachi HS	HS	\$ 7,000.0
	Theatre Director HS	HS	\$ 4,000.0
	Theatre Asst HS (only if they do OAP)	HS	\$ 2,500.0
	Winter Guard	HS	\$ 2,500.0
Job-Related			
	Asbestos Abatement License	All	\$ 2,000.0
	Customer Service Inspector	All	\$ 1,500.0
	Ground Water Operator	All	\$ 2,000.0
	IAQ Mold Inspection	All	\$ 2,000.0
	Irrigation Technician	All	\$ 2,000.0
	Journeyman Electrician	All	\$ 2,000.0
	Journeyman Plumber	All	\$ 2,000.0
	Lead Custodian	All	\$ 1,000.0
	Locksmith	All	\$ 2,000.0
	Master Electrician	All	\$ 3,000.0
	Master Plumber	All	\$ 3,000.0
	Non Commercial Applicator License	All	\$ 2,000.0
	Refrigeration Type AC	All	\$ 2,000.0
	Refrigeration Type BE	All	\$ 2,000.0
	RFCI Asbestos Tile Removal	All	\$ 2,000.0
	Sheetmetal Certification	All	\$ 2,000.0
	Tradesman Plumber	All	\$ 1,500.0
Special Areas			
	CTE Agriculture	HS	\$ 7,000.0
	CTE Cosmetology	HS	\$ 5,000.0
	CTE Culinary Arts	HS	\$ 5,500.0
	Department Chair HS	HS	\$ 2,000.0
	Department Chair MS	MS	\$ 1,000.0
	Dual Credit	HS	\$ 1,500.0
	JROTC	HS	\$ 3,000.0
	JROTC Lead	HS	\$ 4,000.0
	JROTC Secondary Officer	HS	\$ 2,000.0
	Lead Counselor	HS	\$ 3,300.0
	National Honor Society	HS	\$ 1,000.0
	National Junior Honor Society	MS	\$ 600.0

Special Areas Continued

Newspaper HS	HS	\$ 1,600.0
Student Council HS	HS	\$ 1,700.0
Student Council MS	MS	\$ 750.0
TX Assoc Future Educators HS	HS	\$ 600.0
Yearbook HS	HS	\$ 1,800.0
Yearbook MS	MS	\$ 500.0

Special Populations

Bilingual	All	5,000 - 6,000
ESL Secondary	All	\$ 1,500.0
GT Lead	All	\$ 1,200.0
Special Ed BCBA	All	\$ 3,000.0
Special Ed LSSP	All	\$ 1,000.0
Special Ed SLP	All	\$ 1,000.0
Special Ed Teacher	All	\$ 1,000.0
Special Ed Teacher Specialized	All	\$ 2,500.0
Special Olympics Head	All	\$ 6,000.0
Special Olympics Asst	All	\$ 4,000.0
Teacher (IMPACT)	All	\$ 1,000.0

Hays Consolidated Independent School District
Substitute and Extra Duty Pay Schedule
for the Fiscal Year Ending June 30, 2021

SUBSTITUTES		
Assignment	Rate	Per
Guest Teacher	\$ 100.00	Day
Guest Teacher - ER Campus	\$ 110.00	Day
Guest Teacher - Longterm w/ no Cert.	\$ 110.00	Day
Guest Teacher - Longterm w/ a Cert.	\$ 120.00	Day
Guest Teacher - Longterm w/matched Cert.	\$ 130.00	Day
Paraprofessional	\$ 80.00	Day
Paraprofessional - ER Campus	\$ 90.00	Day
Paraprofessional Long term	\$ 90.00	Day
Early Release Day (Teacher)	\$ 60.00	Day
Early Release Day - ER Campus (Teacher)	\$ 65.00	Day
Early Release Day - (Paraprofessional)	\$ 50.00	Day
Early Release Day - ER Campus (Para)	\$ 55.00	Day
Nurse - RN	\$ 200.00	Day
Nurse - LVN	\$ 100.00	Day
Nurse - Screener	\$ 100.00	Day
Administrative/ Counselor	\$ 250.00	Day
Custodian Substitute	\$ 10.00	Hour
Child Nutrition Substitute	\$ 7.75	Hour
NSHE Tutors - Certified	\$ 20.00	Hour
NSHE Tutors - Degreed/Non-certified	\$ 17.50	Hour
NSHE Tutors - Non-degreed	\$ 15.00	Hour
Daily Intervention Tutoring Rate - Certified	\$160.00	Full Day
Daily Intervention Tutoring Rate - Degreed	\$140.00	Full Day
Daily Intervention Tutoring Rate - NonDegreed	\$120.00	Full Day

EXTRA DUTY PAY		
Special Assignment	Rate	Per
Assessment Test Vetting	\$ 25.00	Hour
Club Sponsor - ES	\$ 30.00	Hour
Curriculum Writer	\$ 25.00	Hour
Gifted Talented Testing Coordinator	\$ 25.00	Hour
Gifted Talented Testing Facilitator	\$ 25.00	Hour
Native Speaker Fluency Assessment	\$ 25.00	Hour
Professional Support	\$ 25.00	Hour
Paraprofessional Support	Current hourly rate	
Professional Development - Presenter (Non-Contract Period) District Staff	\$ 50.00	Hour (Max 6 hrs.)

Professional Development - Presenter (Contract Period) District Staff <i>Non-contract day preparation</i>	\$	25.00	Hour (Max 7 hrs.)
Professional Development - Attendee (Non-Contract Period) District Staff	\$	100.00	Full Day
Textbook Warehouse Assistance			Current hourly rate
Full-Time Teacher Tutoring Rate	\$	30.00	Hour
Interim Duty Pay		\$50.00	Per Day

EVENT WORKERS		
Special Assignment Pay	Rate	Per
Gate Ticket Workers	\$15	hour
Security Worker	\$20	hour
Athletic Ticketing Coordinator	\$25	hour
<i>No Blended Rates - Occasional & Sporadic - Flat Rate</i>		

SUMMER SCHOOL		
Summer School – High	Daily Rate	Amount
Principal HS		\$6,500.00
Assistant Principal HS		\$4,800.00
Counselor HS		\$4,200.00
Technologist HS	\$255	\$4,335.00
Teacher (PreAP, Credit Recovery, Language, Acceleration)	\$255	\$4,590.00
Teacher (STAAR EOC, Credit Recovery)	\$255	\$4,080.00
Teacher (ESY - 5.5 hours)	\$165	\$2,970.00
Librarian	\$255	\$1,275.00
Nurse	\$255	\$4,335.00
Registrar HS		\$20.00 hrly. rate
Receptionist HS		\$14.00 hrly. rate
Summer School – Middle	Daily Rate	Amount
Principal MS		\$5,500.00
Technologist MS (split with ES)	\$225	\$1,687.50
Teacher MS	\$225	\$3,600.00
Librarian MS	\$225	\$1,800.00
Nurse	\$225	\$3,375.00
Receptionist MS		\$14.00 hrly. rate
Summer School - Elementary	Daily Rate	Amount
Principal ES		\$5,500.00
Assistant Principal ES		\$4,800.00
Technologist ES (split with MS)	\$225	\$1,687.50
Teacher ES	\$248	\$3,960.00
Nurse ES	\$248	\$4,207.50
Receptionist ES		\$14.00 hrly. rate
Library Tech		\$14.00 hrly. rate
Summer School – Bilingual	Daily Rate	Amount

Assistant Principal – BIL ES		\$4,800.00
Teacher BIL ES	\$289	\$5,197.50
Librarian BIL ES	\$289	\$4,908.75
Paraprofessional - BIL ES		\$14.00 hrly. rate
* The rate for teachers, nurses, librarians and technologists is \$30.00/hour.		
* The rate for Bilingual teachers is \$35.00/hour.		
* The rate for paraprofessionals, except Registrar, is \$14.00/hour		
* Number of summer school hours vary based on the summer school requirements and/or virtual learning.		

HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

Date: September 28, 2020

Subject: Chapa MS Water Damage Restoration

Administrator Responsible/Position: Max Cleaver – Chief Operations Officer

A. Purpose of Agenda Item:
 Action needed Information only Receive input

B. Authority for This Action:
 Local Policy Law or Rule N/A

C. Goal or Need Addressed:
 The purpose of this agenda item is to approve restoration services for water damage at Chapa MS.

D. Summary:
 Previous board action relating to this item
 Future action anticipated
 Background information

In April 2020, the Board approved Belfor for District-Wide restoration services in the amount of \$75,000. The rationale behind the request was to allow up to three restoration events at the district’s current deductible of \$25,000 for covered losses not related to wind or hail. Under the procurement, staff would proceed with the repairs and ask the Board to ratify the purchase of the emergency restoration services at the next available Board meeting.

Due to the timing of the loss at Chaps MS, staff is able to seek purchasing approval for the work in advance of making a payment to Belfor instead of requesting ratification at a later date.

On August 17, 2020 a 3” water line broke in the ceiling of Room 101 at Chapa MS causing water damage to approximately 30 classrooms, cafeteria, library, and hallways.

Belfor mobilized on the morning of August 18, 2020 to begin the dewatering process and intends to have the school ready for teachers to return to their classrooms by September 22, 2020. The restoration will basically be completed by that date with the exception of some casework and other equipment which has long lead times.

Item	Est. Cost
Dewatering and Emergency Services	\$125,000
Restoration Services	\$225,000
Contents	\$75,000
Total	\$425,000
Total with 5% Contingency	\$446,250

The District will be reimbursed by the TASB Risk Management Fund for all expenditures minus the \$25,000 deductible.

E. Scope of Options Reviewed:

Buyboard Cooperative Contract #591-19

This is a one-year contract with two (2) one-year options to renew through 09/22/2025.

Reasons for rejecting alternatives:

F. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other: Maintenance & Operations

From public –

G. Administrative Recommendation:

The administration recommends approval of the purchase of emergency and restoration services for water damage at Chapa MS from Belfor Property Restoration in the estimated amount of \$446,250

H. Fiscal Impact and Cost: Amount: \$25,000

The district will be reimbursed by the TASB Risk Management Fund for all expensed minus a \$25,000 deductible.

Budget – General Operating Fund Bond Grant/Special Funds Other _____

Prior Year Spending – \$6,352.36 Belfor

Future/Ongoing -

I. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action— Max Cleaver

Evaluation method and time line -

Next report to the board -

J. Suggested Motion:

I move that board approve the purchase of emergency and restoration services for water damage at Chapa MS from Belfor Property Restoration in the estimated amount of \$ 446,250, as presented.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 28, 2020

Subject: Ratification of Execution of Interlocal Agreement for Administration of CRF Funding under the Cares Act

Administrator Responsible/Position: Dr. Eric Wright, Superintendent of Schools

A. Purpose of Agenda Item:

Action Needed **Information Only** **Receive Input**

B. Authority for This Action

Local Policy **Law or Rule** **N/A**

C. Goal or Need Addressed:

Ratification and confirmation of the authority granted under the Resolution of the Board of Trustees of the Hays Consolidated independent School District Regarding Delegation of Authority During the COVID-19 Emergency dated March 16, 2020 for the Superintendent of Schools to execute the Interlocal Agreement with the City of Kyle for Administration of CRF Funding under the Cares Act.

D. Summary:

Previous board action relating to this item – Adoption of the Resolution of the Board of Trustees of the Hays Consolidated independent School District Regarding Delegation of Authority During the COVID-19 Emergency dated March 16, 2020

Future action anticipated -

Background information - The City of Kyle has the authority under Chapter 791 to contract with other local governments for government functions and services. The City of Kyle is a “local government” as defined by Texas Government Code § 791.003(4)(A). Hays CISD is also a “local government” as defined by Texas Government Code § 791.003(4)(A).

Hays County, Texas is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) from the Coronavirus Relief Fund (“CRF”).

Hays County has contracted with the City of Kyle for the administration of the distribution of a portion of Hays County’s CARES Act funds by providing funds to the City of Kyle for certain activities authorized in the Treasury CRF Guidance. The City of Kyle has affirmed that it can provide the services and related activities for the appropriate reimbursement for distribution of CRF Funding. The City of Kyle desires to enter into an agreement with the District to support distance learning in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning through distribution of a portion of CARES Act funds to the City of Kyle for such activities, which is authorized in the Treasury CRF Guidance.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his statewide disaster declaration to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.”

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. City finds that the expenditure of public funds in support of the operations of the District, especially in this time of a pandemic crisis, accomplishes a valid public purpose of protecting the Hays County economy and the economic welfare of the residents of Hays County.

The Proposed District Program expenditures will be used to support distance learning in Hays CISD in connection with school closings and remote learning due to the COVID-19 pandemic and to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning.

F. Administrative Recommendation:

The administration recommends the board ratify and confirm the authority of the Superintendent to execute the of Interlocal Agreement with the City of Kyle for Administration of CRF Funding under the Cares Act, as presented.

G. Fiscal Impact: Amount +\$210,500

- Budget – General Operating Fund Bond Grant/Special Funds
 Other CRF Funding (CFDA#21.019)

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Mary Noble / Randy Rau

Evaluation method and time line -

Next report to the board – December 2020

I. Suggested Motion

I move that the Board ratify and confirm the authority of the Superintendent to execute the of Interlocal Agreement with the City of Kyle for Administration of CRF Funding under the Cares Act as presented.

**INTERLOCAL AGREEMENT
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT
CFDA # 21.019**

This Agreement is entered into by the following Parties: the City of Kyle, Texas, a municipality located wholly or partly located in Hays County, Texas (“City”), and the Hays Consolidated Independent School District, a political subdivision and independent school district located in Hays County, Texas (“HCISD” or “District”).

RECITALS

This Agreement is for services, as identified in Section 6 (Scope of Services) under authority of Texas Government Code, Chapter 791. City has the authority under Chapter 791 to contract with other local governments for government functions and services. City is a “local government” as defined by Texas Government Code § 791.003(4)(A). The District is also a “local government” as defined by Texas Government Code § 791.003(4)(A).

Hays County, Texas (“County”) is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) from the Coronavirus Relief Fund (“CRF”).

County has contracted with City for the administration of the distribution of a portion of Hays County’s CARES Act funds by providing funds to City for certain activities authorized in the Treasury CRF Guidance. City has affirmed that it can provide the services and related activities for the appropriate reimbursement for distribution of CRF Funding. City desires to enter into an agreement with the District to support distance learning in connection with school closings to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning through distribution of a portion of CARES Act funds to City for such activities, which is authorized in the Treasury CRF Guidance.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration to “authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.”

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. City finds that the expenditure of public funds in support of the operations of the District, especially in this time of a pandemic crisis, accomplishes a valid public purpose of protecting the Hays County economy and the economic welfare of the residents of Hays County.

The Parties desire to enter into this Agreement for these purposes.

AGREEMENT

PART 1- TRANSACTIONAL REQUIREMENTS

1. TERM:

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

2. DEFINITIONS:

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to District by City through County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services, goods, or benefits, and management fees, and other appropriate supporting documentation, including but not limited to an image of District bank records showing payment by District for the Proposed District Program.

2.5 "Proposed District Program" means the project to support distance learning in the Hays Consolidated Independent School District in connection with school closings and remote learning

due to the COVID-19 pandemic and to enable compliance with COVID-19 precautions and to support telework capabilities for school district employees in support of distance learning.

2.6 “Public Information Act” means Texas Government Code, Chapter 552.

2.7 “Records” means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 “Treasury CRF Guidance” means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020, and any updated version of this guidance ; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*, and any updated version of this guidance; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 “Working Day” means Monday through Friday except for days that City has designated as holidays and listed at <https://www.cityofkyle.com/calendar> or that District has designated as holidays and listed at <https://www.hayscisd.net/cms/lib/TX02204837/Centricity/Domain/83/000000%202021%20Calendar%20FINAL.pdf>.

3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A-** *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B-** Coronavirus Relief Fund (CRF) Terms and Conditions -Texas Division of Emergency Management.

3.1.3 **Exhibit C-** Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion For Covered Contractor.

3.1.4 **Exhibit D-** Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the following order of precedence:

- 4.1 This Agreement and any subsequent amendments.
- 4.2 Exhibit A.
- 4.3 Exhibit B.

5. REPRESENTATIONS AND WARRANTIES OF DISTRICT:

5.1 The District represents and warrants that the District will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the District budget as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 The District represents and warrants that District does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in the District's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 The District represents and warrants that the District will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

6. DISTRICT'S SCOPE OF SERVICES AND OBLIGATIONS:

6.1 Nature of Funding.

6.1.1 The District acknowledges and recognizes that the source of the CRF Funding is the City through Hays County's CARES Act allocation for any public programs or initiatives using the CARES Act funding.

6.1.2 The District receives the CRF Funding from County and/or City as a sub-recipient. As a sub-recipient of CARES Act funding the District acknowledges that its use of the funds is subject to the same terms and conditions as City's and County's use of these such funds and the terms and conditions of this Agreement. The District agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay City for any repayments, penalties, or interest incurred as a result of District's failure to comply with all terms and conditions of the CARES Act funding. Funds spent in non-compliance with the CARES Act are subject to recapture for return to the Direct Costs Program or for return to the United States Department of the Treasury.

6.2 Transfer of CRF Funding.

6.2.1 Separate Account. District shall create a separate, segregated account solely for holding and disbursing the CRF Funding.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, the District must treat all interest earned and all proceeds of investment as if it were CRF Funding received from City and/or Hays County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

6.2.3 Taxpayer Identification. Before any CRF Funding are payable, the District shall provide the City and/or Hays County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Check. Upon submission of Expense Documentation related to the Proposed District Program and approval by City, City will issue a check to District reimbursing Eligible COVID-19 Expenditures as set out in Section 7.2, below.

6.2.5 District must send requests for reimbursement with all necessary Expense Documentation to:

Perwez Moheet
Director of Finance
City of Kyle

100 W. Center Street
Kyle, Texas 78640

With copy to:

Scott Sellers
City Manager
City of Kyle
100 W. Center Street
Kyle, Texas 78640

6.3 Request for CRF Funding. District will submit all required documentation to show expenses and payment for the Proposed District Program on or before October 31, 2020.

6.4 Use of CRF Funding.

6.4.1 The District shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020 in compliance with this Agreement.

6.4.2 District may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020.

6.5 District's Obligations relating to its Use of the CRF Funding.

6.5.1 District shall coordinate with the City and/or County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 District shall reimburse and return to the CRF Funding account within thirty days of notice by City any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If District's CRF Funding account is already closed out, District shall reimburse and return any portion of the CRF Funding that the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by City.

6.5.3 District shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. District shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. District shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 District shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding under this Agreement and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.6 Attorney's Fees and Costs. District shall pay City's reasonable and necessary attorney's fees and costs if City is required to undertake litigation against District to enforce the terms of this Agreement to the extent allowed by law.

6.7 Subsequent Direct Federal Funding for City. If the United States Congress enacts additional statutes that provide funding to District for responses to the COVID-19 disaster, there is a risk that District's use of that funding may change the eligibility of claims previously reimbursed by City through County. District shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to District by City through County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the District must pay back the reimbursement so City/County, as applicable, can either use the funding for another compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

7. SUPERVISION OF CARES ACT FUNDS:

7.1 Supervision. The District understands and recognizes that the Hays County Auditor in consultation with County's consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds City has disbursed under any pre-approved proposed City program, including the Proposed District Program.

7.2 Eligibility for Reimbursement. The Proposed District Program must comply with the following criteria:

7.2.1 To avoid duplication of benefits which is prohibited by the Treasury CRF Guidance, the Proposed District Program, does not provide the same or similar benefits to City's residents that are provided by a City or County program.

7.2.2 The Proposed District Program only addresses needs of City's residents or County's residents within the City's extraterritorial jurisdiction resulting from the declared COVID-19 disaster within the boundaries of Hays County, and does not provide direct benefits to those in adjacent counties;

7.2.3 The Proposed District Program, addresses needs resulting from the declared COVID-19 disaster with costs incurred beginning on or after March 1, 2020 in compliance with the CARES Act and the Treasury CRF Guidance; and

7.2.4 The Proposed District Program complies with the CARES Act and the Treasury CRF Guidance.

7.3 Requirements for Reimbursement. City shall reimburse the District in an aggregate amount up to **\$210,500.00** (the “Not to Exceed Amount”) for the Proposed District Program if the District:

7.3.1 Before October 31, 2020, requests reimbursement for the specific Proposed District Program approved by the City;

7.3.2 District provides supporting documentation to show expenses incurred for the Proposed District Program.

7.3.3 District complies with the reporting requirements in this Agreement on a timely basis;

7.3.4 District certifies that none of the amounts submitted for reimbursement were:

7.3.4.1 Included in District’s budget approved before March 27, 2020 or

7.3.4.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace District’s revenue lost as a result of the COVID-19 disaster.

8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:

8.1 Required Documentation. District must submit complete, accurate Expense Documentation as required by the City and the Hays County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, District shall itemize the Expense Documentation. Within the Expense Documentation, District must include invoices from subcontractors and suppliers, if any.

8.2 Timing of Submission. District understands and acknowledges that all Expense Documentation from City must be submitted to County before October 31, 2020. District will exercise due diligence to timely submit requests for reimbursement and all documentation requested to support the reimbursement to City in a timely manner and no later than October 31, 2020.

8.3 Penalties. If District fails to comply with City and County’s reporting requirements, performance objectives, or other requirements relating to District’s performance of work, deliverables, and services under this Agreement, City may either withhold reimbursements until District complies with all reporting and other requirements, or terminate this Agreement, with no obligation to reimburse for undocumented or ineligible services, or both.

8.4 Maintenance and Retention of Records. District shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. District shall make these Records available in City and Hays County for inspection by City or County or authorized and federal personnel upon request. District must keep and maintain these Records for at least seven (7) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, District must keep these Records after the seven (7) years and until all litigation, claims, or audit findings are resolved. **District is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.4 has lapsed. Destruction is deemed non-compliance.**

8.5 Federal Accounting Requirements. District acknowledges that CRF Funding payments are considered to be “other financial assistance” under 2 C.F.R. § 200.40 and City is subject to the following federal accounting requirements under CFDA #21.019:

8.5.1 a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), if District as a subrecipient has spent \$750,000 or more in federal awards during its fiscal year, and

8.5.2 the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

8.5.2.1 2 C.F.R. § 200.303 regarding internal controls,

8.5.2.2 §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and

8.5.2.3 subpart F regarding audit requirements.

8.6 Access to Records and Audit. District grants City and County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any District Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. District shall furnish all Records to authorized City and/or County and federal personnel in Hays County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to District’s personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Hays County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

8.7 Requirement to Address Audit Findings.

8.7.1 If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Interlocal Agreement, applicable laws, regulations, or the District's obligations hereunder, District agrees to propose and submit to City a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the District's receipt of the findings. District's corrective action plan is subject to the approval of City.

8.7.2. District understands and agrees that District must make every effort to address and resolve all outstanding issues, findings, or actions identified by the Hays County Auditor or County or City through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in CRF Funding being withheld, other related requirements being imposed, or other sanctions and penalties. District agrees to complete any corrective action approved by County within the time period specified by City and/or County and to the satisfaction of City and/or County, at the sole cost of District. District shall provide to City and/or County periodic status reports regarding District's resolution of any audit, corrective action plan, or other compliance activity for which District is responsible.

8.8 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of District.

9. CONFIDENTIALITY:

9.1 District shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. District shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that City and District are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the City, City Council members, County, Hays County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and

agree that above requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas.

9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

10. ALLOCATION OF RISK:

THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.

11. INSURANCE:

At all times during this Agreement, City and District shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. City and District are responsible for the respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

12. EXPENSES AND TAX

12.1 Unless prior written approval by City is obtained or otherwise detailed in this Agreement, District shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 City, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the District for the payment of these taxes under this Agreement. City shall not reimburse District for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon District's cost in its performance or acquiring products or services or materials or supplies furnished or used by District under this Agreement.

13. GENERAL FISCAL TERMS AND CONDITIONS:

13.1 Not to Exceed Amount. District understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed District Program under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.3, unless** a written amendment is approved by the City and is executed by the Parties. City shall not pay for any services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

13.2 Transparency to Avoid Duplication of Funding. District understands and agrees that it is necessary for District to be completely transparent with City about its funding submissions for and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. Upon request, District shall provide City the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic gifts or grants.

13.3 Monitoring. The Hays County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount and shall resolve any dispute between the Parties related to County's reimbursements to City under this Agreement.

13.4 Refund provision. City has the right to demand repayment of any funds paid to District that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures. Upon notice by City, District shall promptly pay back any monies previously paid by City that City, in its sole discretion, determines were ineligible expenditures by District or were not in compliance with this Agreement.

13.5 Prior Debts. City shall not be liable for costs incurred or performances rendered by District before March 1, 2020 or after October 31, 2020; for expenditure that District has not submitted a request for reimbursement to City within the applicable time frame stated in this Agreement; or for any reimbursement for services or activities not provided in compliance with this Agreement

13.6 Prevention of Fraud and Abuse. District shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. District shall report any known or suspected incident of fraud or program abuse involving District/s employees or agents immediately to the City in writing. City and District agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

13.7 Prompt Payment Act. District agrees that a temporary delay in making payments due to the City's accounting and disbursement procedures shall not place the City in default of this Agreement and shall not render the City liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

13.8 Federal Funded Agreement. This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement and without additional reimbursement by City, District shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

13.9 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of City under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. District has no right of action against City if City is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If City is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, City, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to District at the earliest possible time.

14. AMENDMENTS AND CHANGES IN THE LAW:

14.1 A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by City and executed by the Parties.

14.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

15. ASSIGNMENT:

District may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

16. SUBCONTRACTING:

The costs of any subcontracted services related to District's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If District enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. District acknowledges that it is solely responsible to City for the performance of this Agreement. District shall pay all subcontractors in a timely manner.

17. REMEDIES AND WAIVER OF BREACH:

17.1 City and District both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing.

17.4 It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:

18.1 If City determines that District materially fails to comply with any term of this Interlocal Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, City, in its sole discretion may take actions including:

- 18.1 Temporarily withholding cash payments pending correction of the deficiency;
- 18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
- 18.3 Disallowing claims for reimbursement;
- 18.4 Wholly or partially suspending or terminating this Interlocal Agreement;
- 18.5 Requiring return or offset of previous reimbursements;
- 18.6 Prohibiting the District from applying for or receiving additional funds for other grant programs administered by City until repayment to City is made and any other compliance or audit finding is satisfactorily resolved;
- 18.7 Reducing the grant award maximum liability of City;

- 18.8 Terminating this Interlocal Agreement;
- 18.9 Imposing a corrective action plan;
- 18.10. Withholding further awards; or
- 18.11 Taking other remedies or appropriate actions.

District costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless City expressly authorizes them in the notice of suspension or termination or subsequently. City, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

18.2 Suspension. If City desires to suspend the reimbursements or services under this Agreement, but not terminate it, City may issue a written order to stop work. The written order shall set out the terms of the suspension. District shall stop all work pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. District may resume services and disbursements when notified by City in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

18.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, City may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to District and District shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, District shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. City's termination of this Agreement shall not subject City to liability for any reason.

18.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

18.3.2 With Cause: City has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to District and District shall cease all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by District or District's failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 District's improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 District's submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 District's failure to comply with the reporting requirements, the specifications of the Proposed District Program approved by the City under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

19. NOTICE:

19.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

TO DISTRICT:

Dr. Eric Wright
Superintendent, Hays CISD
21003 Interstate 35 Frontage Road
Kyle, Texas 78640

TO CITY:

Travis Mitchell
Mayor, City of Kyle
100 W. Center Street
Kyle, Texas 78640

With a copy to:

Mary Noble
Director of Federal Programs & Grants
Hays CISD
21003 Interstate 35 Frontage Road
Kyle, Texas 78640

Perwez Moheet
Director of Finance
City of Kyle
100 W. Center Street
Kyle, Texas 78640

19.3 Change of Address. Each Party may change its address for notice by giving Notice of the new address. City and District shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) days of the change.

20. IMMUNITY:

20.1 City Immunity. This Agreement is expressly made subject to City's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way

intended to constitute a waiver of any immunities from suit or from liability that the District, City, and/or County have by operation of law.

20.2 District Waiver of Sovereign Immunity. In consideration of City providing the CRF Funding to enable District to serve residents and government employees within the portion of District's jurisdiction within Hays County and to the extent that District may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), District hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to City if funds are not expended by October 31, 2020 or if any expenditures are determined by City or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, District acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a clear and unambiguous waiver of any immunity from both suit and liability that District may have for recovery by City of CFR Funding provided by and through the City (through County) under this Agreement.

However, District is not responsible for and does not waive immunity for any failure of City to submit requests for reimbursement to County as set out in the interlocal agreement between City and County for use of CARES Act funds.

21. COMPLIANCE WITH LAWS:

District shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. District is responsible for ensuring this compliance.

22. BINDING AGREEMENT:

This Agreement is binding upon City and District and their respective heirs, successors, executors, administrators and assigns.

23. INTERPRETATIONAL GUIDELINES:

23.1 Contra Proferentum. The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

23.2 Law and Venue. The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Hays County, Texas. The state or federal courts in Hays County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

23.3 Severability. If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

23.4 Interpretation of Time. All times stated in this Contract, are stated in Central Time. Standard and Daylight Savings are applied based on the time in Austin, Texas on the stated date. In computing periods of time under this Contract, exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

23.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

23.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this Contract.

24. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

25. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except otherwise provided herein, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

26. INDEPENDENT CONTRACTOR:

District, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of City. District is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in

conjunction with the performance of services or disbursement of funds under this Agreement. District is specifically responsible for supervision and inspection to ensure compliance in every respect with the requirements of this Agreement. There shall be no contractual relationship between City and any subcontractor, agent, employee or supplier of District by virtue of this Agreement.

PART 2 – MISCELANEOUS FEDERAL MANDATES

1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT

During the performance of this Agreement, District agrees as follows:

1.1 District will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. District will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. District agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 District will, in all solicitations or advertisements for employees placed by or on behalf of District, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 District will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of District's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 District will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 District will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If District is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled,

terminated, or suspended in whole or in part and District may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 District will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each subrecipient or vendor. District will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event District becomes involved in, or is threatened with, litigation with a subrecipient or vendor as a result of this direction by the administering agency District may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: District for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the

Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and District’s, whether such programs or activities are Federally funded or not);

- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

2. FEDERAL ANTI-LOBBYING CERTIFICATION

2.1 District agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

2.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of District, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2.3 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2.4 District shall require that:

2.4.1 the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements); and

2.4.2 all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, District understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

3. CERTIFICATION REGARDING DEBARMENT

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, District is required to verify that none of the contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 District must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.

3.3 This certification is a material representation of fact relied upon by City. If it is later determined that District did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to FEMA or any other funding source and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

3.4 District agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. District further agrees to include a provision requiring this compliance in its lower tier covered transactions

3.5 District shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

4. HIPAA COMPLIANCE

District shall ensure that the persons performing services under this Contract comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

5. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, District, or any other party pertaining to any matter resulting from the Agreement.

6. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

6.1 District acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to City's actions pertaining to this Agreement.

6.2 False Statements by District . By acceptance of this Interlocal Agreement, District makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, District will comply with the requirements of 31 USC § 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the District signs or executes the Interlocal Agreement with a false statement or it is subsequently determined that District has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then District may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and pursue other remedies available to District under this Interlocal Agreement and applicable law. False statements or claims made in connection with District grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

7. COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT

7.1 Overtime requirements. No Contractor or Subrecipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the District and any Subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such District, and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

7.3 Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by District or Subrecipient under any such contract or any other Federal contract with the same prime District, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime District , such sums as may be determined to be necessary to satisfy any liabilities of such District or Subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5)

7.4 Subcontracts. District or Subrecipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Subrecipients to include these clauses in any lower tier subcontracts. The prime District shall be responsible for compliance by any Subrecipient or lower tier subrecipient with the clauses set forth in paragraphs (b)(1) through (4) of this section

8. CLEAN AIR ACT

8.1 District agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

8.2 District agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation to County and County or City may report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

8.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

9. FEDERAL WATER POLLUTION CONTROL ACT

9.1. District agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

9.2. District agrees to report each violation to the City and understands and agrees that City will, in turn, report each violation to County and City/County will report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. District agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

10. PROCUREMENT OF RECOVERED MATERIALS

10.1 In the performance of this Agreement, District shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>."

11. PROHIBITED COSTS

CRF Funding s may not be used in connection with the following acts by District or individuals employed by CRF Funding:

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of the CRF Funding.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.

- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

12. REQUIRED DOCUMENTATION

Funding for this Interlocal Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, District acknowledges that all funds are subject to recapture and repayment for non-compliance.

Part 3 – APPLICABLE STATE STATUTES

1. PUBLIC INFORMATION AND MEETINGS

- 1.1 District acknowledges that the City, a corporate and political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").
- 1.2 District acknowledges that City will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.
- 1.3 District acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to City and/or County, is subject to the PIA, whether created or produced by the City or any third party, and the City agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to City, County, or United States Department of the Treasury.
- 1.4 District will cooperate with City in the production of documents or information responsive to a request for information.

2. E-VERIFY

By entering into this Interlocal Agreement, District certifies and ensures that it utilizes and will continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the District pursuant to the Interlocal Agreement.

3. ENERGY CONSERVATION

If applicable, District agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

4. NEPOTISM

District shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the District's governing body or of the District's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.

5. CHILD PROTECTION

5.1 District shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5.2 District shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. District shall also ensure that all program personnel are properly trained and aware of this requirement.

6. WORKPLACE PROTECTION

6.1 District shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

6.2 District shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

Part 4 - SIGNATURES AND EXHIBITS

1. DUPLICATE ORIGINALS:

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

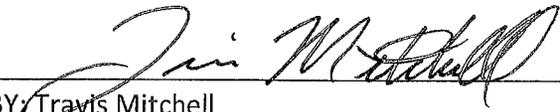
2. SIGNATORY WARRANTY

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

3. ACCEPTANCES

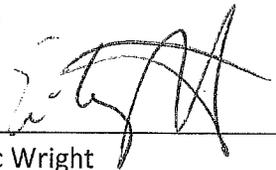
By their signatures below, the duly authorized representatives of District and City accept the terms of this Agreement in full.

CITY OF KYLE, TEXAS



BY: Travis Mitchell
Mayor, City of Kyle, Texas
Date: 9/22/20

HAYS CISD



BY: Dr. Eric Wright
Superintendent, Hays Consolidated Independent School District
Date: 9-22-20

Approved as to Form:

Paige Saenz
The Knight Law Firm, LLP
City Attorney
Attorneys for City of Kyle, Texas

Approved as to Form:

Kelley Kalchthaler
Walsh Gallegos Treviño Russo & Kyle P.C.
Attorneys for Hays CISD

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The CARES Act established the Coronavirus Relief Fund (the “Fund”) and appropriated \$150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

The guidance that follows sets forth the Department of the Treasury’s interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred “due to” the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be “necessary.” The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

¹ See Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The “most recently approved” budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is “incurred” when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
 - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
 - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
 - Costs of providing COVID-19 testing, including serological testing.
 - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
 - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
 - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
 - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
 - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
 - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
 - Expenses for public safety measures undertaken in response to COVID-19.
 - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
 - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
 - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
 - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
 - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
 - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
 - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
 - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
 - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
 - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures²

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.³
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

² In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

³ See 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

**Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 28, 2020**

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").¹ Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

¹ The Guidance is available at <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a “broad range of uses” including payroll expenses for several classes of employees whose services are “substantially dedicated to mitigating or responding to the COVID-19 public health emergency.” What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers’ compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contract tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a “small business,” and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

May a State impose restrictions on transfers of funds to local governments?

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?

No. The Guidance says that funding may be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.

May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

May recipients use Fund payments to provide loans?

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?

A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act.

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Are Fund payments to State, territorial, local, and tribal governments considered grants?

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are "other financial assistance" under 2 C.F.R. § 200.40.

Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Are Fund payments subject to other requirements of the Uniform Guidance?

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients' total funding received from the federal government for purposes of the Single Audit Act?

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

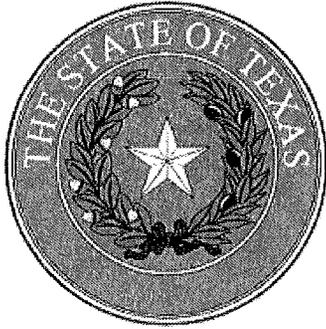
Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.



**CORONAVIRUS RELIEF FUND (CRF)
TERMS AND CONDITIONS**
TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

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About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, -.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 *Single Audit Requirements*

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 *Requirement to Address Audit Findings*

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 *Records Retention*

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Scott Sellers, am the City Manager of Kyle Texas, and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: Scott Sellers

Signature: 

Title: City Manager

Date: May 12, 2020

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, Scott Sellers, certifies, to the best of his knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, Scott Sellers, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: Scott Sellers _____

Signature:  _____

Title: City Manager _____

Date: May 12, 2020 _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

__SS__ State of Texas Assurances, hereinafter referred to as "Exhibit A"

__SS__ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

__SS__ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: Scott Sellers _____

Signature:  _____

Title: City Manager _____

Date: May 12, 2020 _____

Exhibit C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION
FOR THE DISTRICT

Federal Executive Order 12549 requires screening each covered potential subrecipient of federal funds to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each subrecipient of federal funds covered must also screen each of its covered subrecipients.

In this certification "District" refers to both the Hays Consolidated Independent School District and any subrecipients; "contract" refers to both contract and subcontract.

By signing and submitting this certification, the District accepts the following terms:

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the District knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or the City of Kyle may pursue available remedies, including suspension and/or debarment.
2. The District shall provide immediate written notice to the person to whom this certification is submitted if at any time the District learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The District agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, as applicable.

Do you have or do you anticipate having subcontractors under this contract? ___ YES NO

5. The District further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. District may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. District must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document.

The knowledge and information of District is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if District in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency may pursue available remedies, including suspension and/or debarment.

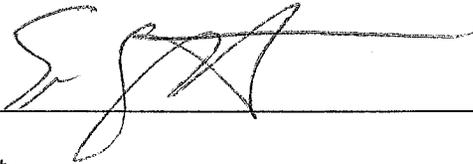
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS

Indicate in the appropriate box which statement applies to the covered District:

The District certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, or the State of Texas.

The District is unable to certify to one or more of the terms in this certification. In this instance, the District must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

For District (Hays CISD)



Dr. Eric Wright
Superintendent

Date: 9-22-20

Exhibit D
Federal Anti-Lobbying Certification

The undersigned District certifies that, to the best of its knowledge:

No Federal appropriated funds have been paid or will be paid, by or on behalf of District, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

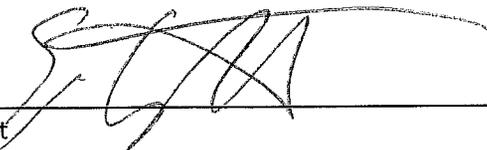
If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The District shall require that:

- 1) the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and
- 2) all subrecipients certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The District certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the District understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

For District (Hays CISD):



Dr. Eric Wright
Superintendent

Date: 9-22-20

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT REGARDING
DELEGATION OF AUTHORITY DURING THE COVID-19 EMERGENCY**

WHEREAS, the Hays Consolidated Independent School District Board of Trustees (Board) recognizes that federal, state and local jurisdictions have declared an emergency regarding the potential spread of coronavirus/COVID-19 (hereafter "COVID-19") and that the territory included in Hays Consolidated Independent School District is within the areas where an emergency has been declared;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic, and that additional emergency declarations may follow in the coming days and weeks;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so; and

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

IT IS THEREFORE RESOLVED THAT the Board of Trustees of the Hays Consolidated Independent School District finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of the public purposes so stated in this Resolution, the Board of Trustees of the Hays Consolidated Independent School District makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by federal, state and local jurisdictions, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

1. The authority to act in the place of the Board under Board Policy DEA(LOCAL) and thus make all decisions regarding payment of employees during an emergency closure, to implement the provisions of Board Policy DEA(LOCAL), and to make determinations regarding the purpose and parameters of any such payments;
2. The authority to make decisions regarding the compensation of exempt employees during an emergency closure, including premium payments to certain employees, and to implement those decisions;
3. The authority to alter the Hays Consolidated ISD 2019-2020 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure or related concerns;
4. The authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined as a result of COVID-19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in the sole discretion of the Superintendent or designee(s), in compliance with Texas and federal law;
5. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closures as part of this Resolution;
6. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code Section 552.233 regarding temporary suspension of the Texas Public Information Act;
7. The authority to procure, negotiate, and execute contracts for goods and services that are necessary to mitigate, prevent, restore, and repair damage caused to Hays Consolidated ISD equipment, personal property, and facilities or to protect the safety of Hays Consolidated Independent School District students and staff, given that the emergency of COVID-19 and its potential spread constitutes an unforeseen emergency/matter of urgent public necessity, and the delays posed by competitive procurement of contracts necessary to restore, replace, and/or repair equipment, personal property, and/or school facilities will prevent or substantially impair the conduct of classes or other essential school activities; and
8. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies.

The Superintendent and/or designee(s) will provide timely and reasonable information to the Board of Trustees with regard to decisions made pursuant to this Resolution.

This Resolution shall remain in effect until rescinded by Board Action at a duly-called Board Meeting.

Adopted on this the 16th day of March, 2020, by the Hays Consolidated ISD Board of Trustees.


Esperanza Oroso, President, Board of Trustees


Will McManus, Vice President, Board of Trustees

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 28, 2020

Subject: Review and possible adoption of the Hays CISD Goals for 2020-2021

Administrator Responsible/Position: Dr. Eric Wright, Superintendent of Schools

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Adoption of the Hays CISD Goals for 2020-2021

D. Summary:

Previous board action relating to this item -

Future action anticipated -

Background information – Board members and the Superintendent and Cabinet have participated in professional development to develop the goals for the district.

E. Comments Received:

Cabinet DLT FBOC Teacher Org. Reps. Other - Board Members
 From public -

All agenda items are reviewed by the Superintendent’s Cabinet.

F. Administrative Recommendation:

The administration recommends the board adopt the Hays CISD Goals for 2020-2021, as presented.

G. Fiscal Impact and Cost: Amount \$ N/A

Budget – General Operating Fund Bond Grant/Special Funds Other _____

H. Monitoring and Reporting Time Line:

Person responsible for evaluating this decision or action – Board and Superintendent

Evaluation method and time line -

Next report to the board -

I. Suggested Motion

I move that the Board adopt the Hays CISD Goals for 2020-2021, as presented

Hays CISD Goals

2020-2021

Student Goal—Hays CISD believes in the achievement of every student. The District will evaluate and address the individual needs of each student. Students and parents/guardians will receive academic advising and will utilize data, based upon aptitude, ability, and career inventory data, to formulate their plan of study for high school credit beginning in the spring semester of their 7th grade year. Student performance will be evaluated in academics, college, career, and military readiness. Our staff believes in the education of the whole child and believes that success is based on more than the results of a single test, including social and emotional learning, strong interpersonal skills, and the development of positive members of society.

School Safety Goal—HCISD is dedicated to the safety of all students and staff. A safe environment must include secure facilities, staff and student training, and our adopted standard response protocol. The district will partner with local and state entities to assure preparedness. Specific areas addressed are physical and cybersecurity, data privacy, campus access, detecting and reporting possible threats, COVID19 safety/prevention planning/reporting, and maintaining an environment of trust between adults and all students. Our Emergency Operations Plan is updated annually, and followed throughout the district.

Board/Staff/Community Relations Goal—HCISD is dedicated to treating everyone with respect and dignity. Cultivating a culture of positive engagement and public service requires empathy, visibility, trust, and communication. Communication through all appropriate avenues is a priority, and staff will receive training in these areas. Our district is committed to increasing client engagement both internally and externally. Dr. Wright will release a weekly video “Wright this Minute” to help keep the Hays CISD constituents informed. Dr. Wright will create a Diversity Advisory Council to receive input from stakeholders to inform current practices in order to enhance district systems to reduce barriers and to create educational opportunities for students who are members of traditionally disenfranchised communities

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 28, 2020

Subject: Consideration an possible adoption of TASB Policy Update 115 Affecting Local Policies

Administrator Responsible/Position: Dr. Eric Wright

A. Purpose of Agenda Item:

Action Needed **Information Only** **Receive Input**

B. Authority for This Action

Local Policy **Law or Rule** **N/A**

The official Board Policies have been designated in accordance with BF(LOCAL) and shall be considered authoritative and binding.

C. Goal or Need Addressed:

Legal policies reflect changes mandated by federal and/or state law and must be incorporated into our district policies. Board discretion may be exercised on local policies.

D. Summary:

Previous board action relating to this item -

Future action anticipated

Background information – Local Policy Update 115 was previously presented to the Board at the August 17 and August 24 Board Meetings for review and comment. Update 115 focuses on updating (LEGAL) policies that were affected by changes in administrative rule and commissioner of education rulings. Several (LOCAL) policy revisions to local policies listed below, are provided by TASB and reflect the changes in law or administrative rules for organizational and restructuring purposes:

BF(LOCAL): Board Policies

DED(LOCAL): Compensation and Benefits - Vacations and Holidays

DIA(LOCAL): Employee Welfare - Freedom From Discrimination, Harassment, and Retaliation

EI(LOCAL): Academic Achievement

FB(LOCAL): Equal Educational Opportunity

FD(LOCAL): Admissions

FEB(LOCAL): Attendance - Attendance Accounting

FFG(LOCAL): Student Welfare - Child Abuse and Neglect

FFH(LOCAL): Student Welfare - Freedom From Discrimination, Harassment, and Retaliation

FMF(LOCAL): Student Activities - Contests and Competition

FNG(LOCAL): Student Rights and Responsibilities - Student and Parent Complaints/Grievances

GF(LOCAL): Public Complaints

E. Comments Received:

Cabinet **DLT** **FBOC** **Teacher Org. Reps.** **Other** _____

From public -

All agenda items are reviewed by the Superintendent's Cabinet.

F. Suggested Motion

I move that the Board adopt TASB Policy Update 115 affecting local policies BF, DED, DIA, EI, FB, FD, FEB, FFG, FFH, FMF, FNG, and GF, as presented.

Explanatory Notes

TASB Localized Policy Manual Update 115

Hays CISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Update 115 includes new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment. The final Title IX regulations and related materials are available on the U.S. Department of Education [Office for Civil Rights](#) website.

Multiple changes at Update 115 are based on legislation from the Regular Session of the 86th Texas Legislature that impose changes effective with the 2020–21 school year. Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 86th Legislature.

An overview video of the local policy changes is available under Policy Manual Update Resources in the myTASB [Policy Service Resource Library](#). **(LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

AF(LEGAL)

INNOVATION DISTRICTS

Revisions to the Administrative Code, effective January 2020:

- Specify that an innovation district may not be exempted from Education Code Chapters 48 (Foundation School Program) and 49 (Options for Local Revenue Levels in Excess of Entitlement); and
- Authorize the commissioner to terminate district of innovation status for a district's failure to comply with the duty to discharge or refuse to hire certain employees or applicants as required by state law.

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Administrative rule changes, effective August 2019, specify that districts with a local accountability system must use the local accountability system rating standards established by the commissioner. These standards will be updated annually and published in the *Local Accountability System Manual*.

Definitions for the various accreditation statuses have also been added.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

TEA has renamed the Performance-Based Monitoring Analysis System (PBMAS) to the Results Driven Accountability (RDA) system, effective December 3, 2019. This was to align with the Office of Special Education Programs (OSEP) framework.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Beginning with the 2020–21 school year, HB 4205 creates a new option for campuses that are required to submit campus turnaround plans—an accelerated campus excellence (ACE) turnaround plan. The commissioner is required to approve an ACE turnaround plan if the commissioner determines that the plan meets the statutory requirements.

Other changes are from revised Administrative Code rules, effective March 31, 2020. The rules clarify interventions and sanctions provisions, including campus intervention team membership and participation and campus turnaround plan submission, approval, and implementation processes.

Additional detail has been included about the required notice the campus intervention team must provide regarding the public meeting for soliciting input on development of a targeted improvement plan.

Explanatory Notes

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BBA(LEGAL)

BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

This legally referenced policy on eligibility and qualifications for board members has been revised to clarify that a person cannot *run* for the board if the person has a final felony conviction from which the person has not been pardoned or had the disabilities removed (see Eligibility). The provision at Ineligibility indicating that a person cannot *serve* as a member of the board if the person has been convicted of a felony remains unchanged.

BBBB(LEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

HB 2640 deleted the requirement for the presiding officer of the board to prepare a report of precinct results for the secretary of state.

BBD(LEGAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

Extensive changes to this legally referenced policy on board member training and orientation are from revised Administrative Code rules, effective March 24, 2020. See the TASB Board Development Services website for helpful overviews of the [training requirements](#).

BDF(LEGAL)

BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

HB 18 revised the list of persons that a board may appoint to the school health advisory council (SHAC). The bill also added requirements for a district to publish in the student handbook and on the district's website certain information on student physical and mental health resources, policies, and procedures and whether each campus has a full-time nurse or school counselor. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

BF(LOCAL)

BOARD POLICIES

A revision to this local policy clarifies that a district's legally referenced policies are not adopted by the board.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

BQ(LEGAL)

PLANNING AND DECISION-MAKING PROCESS

HB 18 revised the list of strategies for improvement of student performance that must be included in the district improvement plan (DIP) to include positive behavior interventions and support and implementation of a comprehensive school counseling program. In addition, the DIP must include:

- Strategies for providing elementary school students information about higher education; and
- The district's procedures on mental health promotion and intervention, substance abuse prevention and intervention, and suicide prevention.

Details about dating violence have been moved to FFH addressing harassment; details about sexual abuse, sex trafficking, and other maltreatment of children have been moved to FFG addressing child abuse and neglect.

BQA(LEGAL)

PLANNING AND DECISION-MAKING PROCESS: DISTRICT-LEVEL

Provisions on the district-level decision-making committee's responsibilities have been revised to better match statute.

Explanatory Notes

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BQB(LEGAL) PLANNING AND DECISION-MAKING PROCESS: CAMPUS-LEVEL

Provisions on the campus-level decision-making committee's responsibilities have been revised to better match statute.

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Note on page 5 has been adjusted to include a link to a USDA memo addressing micro-purchase and simplified acquisition thresholds for federal child nutrition programs.

CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

TASB Policy Service engaged an outside law firm with expertise in the area of bonds to review the federal securities law provisions in this legally referenced policy, which resulted in revisions throughout that section of the policy.

In addition, we have included two existing statutory provisions on:

- Attorney general review and approval of a public security and the record of proceedings, and
- Authority of the issuer of public securities to contract for certain services.

CCG(LEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

At Tax Rate Adoption, we have added information on the maximum compressed rate from HB 3 and new Administrative Code rules effective April 10, 2020.

HB 492 repeals existing law regarding reappraisal of property damaged in a disaster area. However, an amendment to the Texas constitution approved by voters in November 2019 authorizes a temporary exemption for property damaged in a disaster. These new provisions have been added to CCGA(LEGAL) addressing ad valorem tax exemptions.

A board must conduct an efficiency audit before holding an election seeking voter approval to adopt an M&O tax rate. In conducting the audit, the auditor selected by the board must follow the Legislative Budget Board (LBB) guidelines, to which we have included a link.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

HB 492 provides for a temporary exemption for property damaged in a disaster, as authorized in an amendment to the Texas Constitution approved by voters in November 2019.

CCGB(LEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

Revisions to this legally referenced policy reflect amended Administrative Code rules, effective February 6, 2020, and include:

- The exclusion of any employee names or other personal identifying information from the definition of *substantive documents* submitted to the comptroller in connection with economic development applications,
- Clarification of the procedures for an applicant to obtain continued eligibility for a limitation on appraised value, and
- Extended timelines for the comptroller to review a written agreement for a limitation on appraised value.

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CCH(LEGAL)

LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

Effective September 1, 2020, SB 2 requires an appraisal district board in a county with a population of a million or more to increase the size of the appraisal review board (ARB) to an appropriate number of members. The ARB must establish special panels to conduct protest hearings.

CFA(LEGAL)

ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

Revisions to the provisions on the Annual Local Debt Report are from amended Administrative Code rules, effective April 5, 2020.

Other revisions are to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CFC(LEGAL)

ACCOUNTING: AUDITS

This legally referenced policy on audits has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKA(LEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

This legally referenced policy on asbestos has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

CKE(LEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Revisions regarding training are from amended Administrative Code rules, effective February 5, 2020, and require district police officers and school resource officers to receive a school-based law enforcement proficiency certificate within 180 days of commission or placement in the district.

CKEA(LEGAL)

SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

The addition of provisions regarding reporting on appointment and separation of licensed peace officers was prompted by amended Administrative Code rules, effective February 5, 2020.

CMD(LEGAL)

EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Revisions to the provisions prohibiting certain expenditures of funds from the instructional materials allotment are from amended Administrative Code rules, effective February 6, 2020.

CO(LEGAL)

FOOD AND NUTRITION MANAGEMENT

A Note has been added pointing to the Texas Department of Agriculture's Records Retention List, which can assist districts with retaining documentation to demonstrate program compliance.

CQ(LEGAL)

TECHNOLOGY RESOURCES

This legally referenced policy has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources. Citations to various laws pertaining to unlawful interception, use, or disclosure of communications have also been added to this policy for reference.

CQA(LEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Online posting provisions have been updated to:

Explanatory Notes

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- Clarify that notification by the campus intervention team regarding public input on development of a targeted improvement plan must be published on the district and campus websites,
- Add the requirement to post a completed campus turnaround plan 30 days before the final plan is submitted to the board,
- Add details about posting of the Annual Local Debt Report,
- Add the requirement to post information on designated agents under the Digital Millennium Copyright Act for districts seeking to limit liability, and
- Add the requirement to post the district's family engagement plan.
- Add contact information for the district's Title IX coordinator and the district's policy of nondiscrimination; and
- Add materials used to train the Title IX coordinator and other individuals who are relevant to resolving complaints under Title IX.

CQB(LEGAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

We have removed provisions on the Electronic Communication Privacy Act that address the criminal consequences of the Act. A high-level reference to this information has been added to CQ(LEGAL).

CRE(LEGAL)

INSURANCE AND ANNUITIES MANAGEMENT: WORKERS' COMPENSATION

We have removed case law addressing enforcement of a reasonable absence-control rule because the case is also included in DEC(LEGAL).

CS(LEGAL)

FACILITY STANDARDS

Provisions on termination of LP-gas service have been revised as a result of amended Administrative Code rules, effective January 6, 2020.

CY(LEGAL)

INTELLECTUAL PROPERTY

This legally referenced policy on intellectual property has been revised to add some existing legal provisions, delete nonessential provisions, and better match legal sources.

D(LEGAL)

PERSONNEL

The D Section table of contents has been revised to rename DBAA Pre-Employment Reviews.

DAA(LEGAL)

EMPLOYMENT OBJECTIVES: EQUAL EMPLOYMENT OPPORTUNITY

This legally referenced policy has been revised at Bankruptcy Discrimination to better match statute.

The provisions addressing compliance coordinators for federal nondiscrimination laws have been updated in response to the new Title IX regulations.

DBAA(LEGAL)

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

This legally referenced policy has been retitled and reorganized to include various pre-employment reviews. As a result, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to this policy from DC(LEGAL).

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Provisions have been added on the U.S. Department of Transportation's (DOT) national commercial driver license drug and alcohol clearinghouse. A district may not employ a driver subject to DOT drug and alcohol testing who will perform a safety-sensitive function without first conducting a pre-employment inquiry through the clearinghouse.

DC(LEGAL) EMPLOYMENT PRACTICES

As mentioned above, provisions on the required pre-employment affidavit and the Do Not Hire Registry have been moved to DBAA(LEGAL), which now addresses pre-employment reviews.

DED(LOCAL) COMPENSATION AND BENEFITS: VACATIONS AND HOLIDAYS

Recommended revisions to this local policy on paid vacation days address the board's authorization of the program, including which employees are eligible for the benefits, and refer to administrative procedures for details to promote consistent application and prevent conflict between policy and administrative procedures. Please confirm that the eligibility information, which was pulled from the district's existing policy, is accurate.

If your district offers paid holiday benefits to certain district employees, please contact the district's policy consultant for recommended policy language. TASB HR Services has a [framework](#) to help districts develop administrative procedures on vacation and holiday programs.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DF(LEGAL) TERMINATION OF EMPLOYMENT

Failure to terminate an employee on the Do Not Hire Registry has been added as a reason for which the State Board for Educator Certification may impose sanctions on an educator. This change is from amended Administrative Code rules, effective March 5, 2020.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

Changes to this legally referenced policy on reports to TEA regarding non-certified employee misconduct are from revised Administrative Code rules, effective December 31, 2019. The rules clarify the information that must be in a report and include several relevant definitions.

DHE(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

Information on postaccident alcohol or controlled substances testing has been incorporated from DHE(EXHIBIT), which is being deleted.

Additional detail has been included regarding required Department of Transportation drug and alcohol testing of commercial vehicle operators.

DHE(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

This exhibit on postaccident alcohol or controlled substances testing is being deleted, as the content has been incorporated into DHE(LEGAL).

Explanatory Notes

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DIA(LEGAL)

EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The Note pointing to other relevant policies has been updated to reflect Title IX changes. We have added the recent U.S. Supreme Court case, *Bostock v. Clayton County, Georgia*, which held that firing an employee on the basis of homosexuality or transgender status violates Title VII's prohibition against sex discrimination in employment. Margin notes have also been updated.

DIA(LOCAL)

EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Recommended revisions to this policy incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Based on the new Title IX regulations, recommended revisions include the following.

- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.
- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The Title IX regulations provide that a district has actual knowledge of sexual harassment if notice or allegations are made to any employee; therefore, a new provision at Notice of Report requires *any* employee who receives a report of prohibited conduct based on sex to notify the Title IX coordinator.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by students.
- Provisions on retaliation and records retention have been updated.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications and clarification of the provisions on distribution of the policy and any accompanying procedures.

TASB's Title IX model procedures are available in [TASB School Law eSource](#).

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The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DIA(EXHIBIT) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the ADA/Section 504 coordinator, if applicable to your district.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

DMA(LLEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

HB 18 revises both optional and required training for district staff development. Required training, which must be provided annually, focuses on various aspects of student mental health, as listed in the policy. Suicide prevention training must address the specific components indicated.

Details about required mental health support programs have been updated in accordance with HB 18 and moved to FFEB addressing student mental health.

Provisions addressing required training on child abuse, trafficking, and maltreatment have been updated based on revised Administrative Code rules, effective November 6, 2019.

DP(LLEGAL) PERSONNEL POSITIONS

This legally referenced policy on personnel has been revised to include provisions on various physical and mental health professionals, including:

- School nurses,
- Certified school counselors,
- Nonphysician mental health professionals, and
- Licensed specialists in school psychology (LSSPs).

EEL(LLEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

In accordance with new federal provisions, districts that have Junior Reserve Officers' Training Corps programs must permit homeschooled students to participate in the program.

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

Provisions on coordinated health programs have been updated based on HB 18.

HB 18 amends the SHAC's duties to include making recommendations about various aspects of student mental health.

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EHB(LEGAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

New provisions on dyslexia compliance monitoring are from revised Administrative Code rules, effective December 25, 2019.

SB 2075 requires that a district notify the parent of a student who has or is at risk for dyslexia or a related disorder that the Texas State Library and Archives Commission provides audiobooks free of charge to students with eligible disabilities.

EHBA(LEGAL) SPECIAL PROGRAMS: SPECIAL EDUCATION

Provisions on off-campus programs to provide special education and related services during school hours in a non-district facility are from new Administrative Code rules, effective November 10, 2019. The rules address placement in the programs, notification to and review by TEA, contract requirements, and changes of student residence.

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. For such students who transfer into the district, the rules require the receiving district to:

- Accept a referral done by a previous district for a special education evaluation and complete any written report of a full individual and initial evaluation by the timelines in law, and
- Ensure that the district meets student transfer requirements relating to the ARD committee for a student who is already eligible for services.

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

This legally referenced policy on bilingual education has been revised throughout as a result of amended Administrative Code rules, effective April 10, 2020. The rules address requirements for administering the home language survey, parental notice and consent, and assessment options for students in a two-way dual language immersion program.

Other revisions are to better match statute.

EHBG(LEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

Amended Administrative Code rules, effective February 13, 2020, prompted revisions throughout the high-quality prekindergarten program provisions.

EHB(LEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes to the application process for requesting approval from the State Board of Education or the commissioner to offer an innovative course are from amended Administrative Code rules, effective December 25, 2019.

EHDD(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

Provisions on dual credit agreements have been updated based on amended Administrative Code rules, effective November 24, 2019. We have also added some existing statutory provisions on dual credit programs to address faculty supervision and student transcripts.

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EI(LEGAL) ACADEMIC ACHIEVEMENT

Provisions on partial award of credit have been updated to reflect revised Administrative Code rules, effective March 15, 2020. The rules revised terminology regarding awarding of credit proportionately when a student receives a passing grade in "half" of a course, rather than per "semester."

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to:

- Adopt local policy to assist with awarding credit for a course that was earned prior to the student enrolling in or transferring to the district [see FD(LOCAL) recommendations in Update 115],
- Develop credit recovery plans for students who were denied credits outside the district or if the student's credit deficit would impede on-time promotion or graduation,
- Create course transition plans for students who were denied credit,
- Develop and administer personal graduation plans for junior or middle school students, and
- Comply with existing Education Code provisions regarding awarding of diplomas.

EI(LOCAL) ACADEMIC ACHIEVEMENT

Administrative Code rules permit districts, in accordance with local district policy, to award course credit proportionately to a student who successfully completes only half of a course. A new board policy provision has been recommended to address this option, which matches common practice.

Please contact the district's policy consultant if your district does not award credit proportionately when a student only successfully completes half of a course. This is an optional provision.

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Beginning with students enrolled in the 12th grade in the 2021–22 school year, HB 3 will require a student to complete and submit a federal or Texas application for financial aid to graduate. The provision has been added to the policy manual now in case the district starts receiving questions about this provision. TEA will be issuing rules with more details.

Details on forming an individual graduation committee, including acceptable alternate members, have been added from amended Administrative Code rules, effective February 10, 2020.

Administrative Code rules effective November 24, 2019, provide that a student who completes the core curriculum of an institution of higher education meets the curriculum requirements for the foundation high school program, earns an endorsement and the distinguished level of achievement, and is entitled to a high school diploma.

Provisions on transitioning to the foundation high school program have been deleted from law.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Changes to this legally referenced policy on assessments include:

- Additional detail on end-of-course assessments, for more complete information;
- Deletion of detailed provisions on use of the TSI as a substitute assessment in lieu of a statutory reference; and
- Revisions to testing requirements for accountability purposes based on amended Administrative Code rules, effective February 23, 2020.

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EKC(LLEGAL)

TESTING PROGRAMS: READING ASSESSMENT

Effective with the 2020–21 school year, HB 3 requires a district to administer the commissioner-adopted reading instrument or the commissioner-approved alternative reading instrument to students at the kindergarten level and report results of reading instruments to parents within 60 calendar days of administration.

ELA(LLEGAL)

CAMPUS OR PROGRAM CHARTERS: PARTNERSHIP CHARTERS

This legally referenced policy on partnership charters has been significantly revised in accordance with amended Administrative Code rules, effective March 31, 2020. The rules:

- State that operating partners have final and sole authority over certain campus decisions;
- Add numerous requirements for performance contracts; and
- Update the TEA approval process.

In accordance with amended Administrative Code rules, effective September 1, 2019, a performance contract for a partnership charter only needs to include assurances that the district has consulted with relevant campus personnel if the partnering entity is an open enrollment charter school and not for other partnering entities approved by TEA.

F(LLEGAL)

STUDENTS

Update 115 includes reorganization of student mental health provisions. As a result:

- FFE has been renamed Counseling and Mental Health;
- FFEA has been renamed Counseling; and
- FFEB has been renamed Mental Health.

FB(LLEGAL)

EQUAL EDUCATIONAL OPPORTUNITY

The provisions on required grievance procedures and retaliation have been updated based on the new Title IX regulations.

FB(LOCAL)

EQUAL EDUCATIONAL OPPORTUNITY

The provision on the Title IX coordinator has been updated in response to the new Title IX regulations. Corresponding wording changes were made to the ADA/Section 504 coordinator text.

FB(EXHIBIT)

EQUAL EDUCATIONAL OPPORTUNITY

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FD(LOCAL)

ADMISSIONS

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to adopt local policy to assist with

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awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the district. See Transition Assistance for recommended text to comply with this local policy requirement.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FDB(LEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

Clarification has been added regarding transfer of a student with a disability who receives special education services and who engaged in bullying.

FEA(LEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

From HB 3, we have added a provision, effective September 1, 2020, clarifying that a student is not required to attend school for the additional instructional days for which a district receives a financial incentive under Education Code 48.0051. See FEB(LEGAL) for more information.

FEB(LEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING

Amended Administrative Code rules, effective December 25, 2019, delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be taken at the official attendance-taking time during the campus's instructional day. There is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

From HB 3, we have added a provision, effective September 1, 2020, under which a district may receive a financial incentive for offering an additional 30 days of half-day instruction above the required minimum number of minutes for students in prekindergarten through fifth grade.

FEB(LOCAL) ATTENDANCE: ATTENDANCE ACCOUNTING

Recommended revisions to this local policy on attendance accounting are to address amended Administrative Code rules that delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

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

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Provisions on nursing peer review committees have been moved to DP(LEGAL).

Provisions on psychotropics and psychiatric evaluations have been moved to FFEB(LEGAL).

FFAE(LEGAL) WELLNESS AND HEALTH SERVICES: SCHOOL-BASED HEALTH CENTERS

HB 18 permits the board (in addition to a local health education and health-care advisory council) to initiate the establishment of a school-based health center at a campus. The bill also expands the list of services that may be provided at school-based health centers to include physical health care, treatment of mental health conditions, and treatment for substance abuse.

Other changes from HB 18 address parental consent for referrals, the membership of the advisory council, and coordination with existing providers.

Explanatory Notes

TASB Localized Policy Manual Update 115

Hays CISD

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

Provisions on the recommended best practice programs and research-based practices on student mental health have been moved to FFEB(LEGAL).

FFC(LEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES

New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care. The rules address processes and practices on the following:

- Transferring student records;
- Developing systems to ease transition for students, including welcome packets, introductions, and mechanisms for receiving school nutrition program benefits;
- Convening enrollment conferences;
- Determining appropriate placement in educational programs and courses;
- Facilitating participation in extracurricular programs;
- Promoting postsecondary information; and
- Notifying the educational decision-maker and caseworker of events that significantly impact the student's education.

FFE(LEGAL) STUDENT WELFARE: COUNSELING AND MENTAL HEALTH

Provisions on counseling have been moved to FFEA.

FFEA(LEGAL) COUNSELING AND MENTAL HEALTH: COUNSELING

This legally referenced policy has been reorganized to focus on both behavioral and academic counseling programs. As a result:

- Personnel provisions on school counselors and their duties have been moved to DP(LEGAL), and
- Various provisions regarding consent to counseling services previously at FFE(LEGAL) have been moved to this code.

From HB 18, we have added a provision requiring a school counselor to work with various stakeholders to plan, implement, and evaluate a comprehensive school counseling program.

From HB 114, we have added a provision applicable with the 2020–21 school year requiring a school counselor to provide information regarding availability of college credit for military experience, education, and training obtained during military service.

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

This legally referenced policy has been added to focus on student mental health programs. As a result, provisions on psychotropics and psychiatric evaluations previously at FFAC(LEGAL) have been moved to this code.

The policy now addresses the various mental health programs, as revised by HB 18, for which the district must develop practices and procedures. The practices and procedures must be included in the student handbook and district improvement plan. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

Explanatory Notes

TASB Localized Policy Manual Update 115

Hays CISD

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This legally referenced policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules, effective November 6, 2019. The rules address the required policy on sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement. The rules also revise the elements of the required child abuse and neglect reporting policy.

FFG(LOCAL) has been revised to comply with these rule changes.

FFG(LOCAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

This local policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook. The 2020–21 [TASB Model Student Handbook](#) has been updated to meet this requirement.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from FFG(EXHIBIT) into this local policy and recommend deletion of the exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FFG(EXHIBIT)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

As mentioned at FFG(LEGAL), Administrative Code rules on child abuse and neglect were recently revised. To ensure that all required policy elements are addressed in board-adopted local policy, we have revised and moved provisions from this exhibit into FFG(LOCAL). This exhibit is recommended for deletion.

FFH(LEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

This legally referenced policy addressing discrimination, harassment, and retaliation against students has been significantly revised to include the new Title IX regulations, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

The final Title IX regulations and related materials are available on the U.S. Department of Education [Office for Civil Rights](#) website.

Provisions on dating violence have been moved from BQ(LEGAL) to this code on discrimination, harassment, and retaliation.

FFH(LOCAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Based on the new Title IX regulations, recommended revisions include the following.

- The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed.

Explanatory Notes

TASB Localized Policy Manual Update 115

Hays CISD

- Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process.
- The provision requiring an employee to report prohibited conduct has been updated to include either direct or indirect reports.
- Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX.
- New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).
- To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a *preponderance of the evidence* standard. **If the board wishes to instead use the *clear and convincing evidence* standard, which is a higher standard of evidence, please contact the district's policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.
- Provisions on retaliation and false claims have been updated and moved to the end of the policy.

Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications.

TASB's Title IX model procedures are available in [TASB School Law eSource](#).

FFH(EXHIBIT) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

The new Title IX regulations require districts to notify employees, students, parents, and others of the Title IX coordinator's contact information, which now must include an email address. For consistency, Policy Service recommends adding an email address for the district's ADA/Section 504 coordinator.

If you have not already completed the survey from Policy Service regarding coordinator contact information, including providing email addresses for each coordinator, please do so in order for your policy consultant to update this exhibit.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

FM(LEGAL) STUDENT ACTIVITIES

The detailed list of honors classes for purposes of eligibility to participate in extracurricular activities has been deleted in lieu of a reference to the Administrative Code.

Existing statutory provisions on before- and after-school programs for elementary and middle school grades have been added.

FMF(LOCAL) STUDENT ACTIVITIES: CONTESTS AND COMPETITION

This local policy on student contests and competition is recommended for deletion. There is no requirement for board policy on these issues; the district's practices can be included in administrative procedures.

Explanatory Notes

TASB Localized Policy Manual Update 115

Hays CISD

FNG(LOCAL)

STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Policy Service has reordered the list of protected characteristics at Other Complaint Processes, item 1, to align with the list at FFH(LOCAL), above. We also have included text to acknowledge other locally designated protected characteristics listed at FFH(LOCAL).

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

See FNG in the [TASB Regulations Resource Manual](#) for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

GBAA(EXHIBIT)

INFORMATION ACCESS: REQUESTS FOR INFORMATION

This exhibit referring to the attorney general's guidelines for charges under the Public Information Act is being deleted. The citation to the Administrative Code where these charges are found has been added to GBAA(LEGAL).

See GBAA in the [TASB Regulations Resource Manual](#) for updated forms related to requests for information.

GF(LOCAL)

PUBLIC COMPLAINTS

A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.

See GF in the [TASB Regulations Resource Manual](#) for updated complaint forms.

The *Legal Issues in Update 115* memo describes common legal concerns and best practices specific to [this policy topic](#).

GKA(LEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Provisions on drones have been updated based on changes to federal law and replace previous provisions on model aircraft.



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Development

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

Adoption and Amendment

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

BOARD POLICIES

BF
(LOCAL)

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Vacation Days

~~Eligible Professional, paraprofessional, and auxiliary~~ employees in positions normally requiring ~~at least 226 days~~ ~~12 months~~ of service ~~annually, and at least 226 duty days,~~ shall ~~receive paid~~ ~~earn~~ vacation days. ~~The number of vacation days available in a school year shall be those days remaining in the school year after an employee's holidays and scheduled duty days have been satisfied,~~ in accordance with ~~administrative regulations~~ ~~the instructional calendar.~~ For example, if a school year's instructional calendar shows that ~~address~~ a 230-day employee has 238 assigned duty days for that school year, then the employee would be entitled for up to eight vacation days that year; if 240 duty days were assigned to that 230-day employee for another school year, then ten vacation days would be available for that school year.

~~Employees who are assigned to work fewer than 226 days in a school year are not eligible for vacation days.~~

~~Scheduling of Vacation Days~~

~~Vacation days may be taken during the duty year and shall be taken at such times that will least interfere with the performance of the employee's duties and the staffing needs of the District. An employee shall be required to obtain advance approval from his or her supervisor before taking vacation days and must provide sufficient notice to allow the supervisor to consider the District's staffing needs before approval of vacation schedules.~~

~~Order of Use~~

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEA and DEC] Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

- ~~1. Eligibility criteria;~~
- ~~2. Accrual rates and availability;~~
- ~~3. Request and approval processes;~~
- ~~4. Accumulation and carryover limits; and~~
- ~~1.—Treatment of vacation days upon separation from service. Local leave.~~
- ~~2.—State sick leave accumulated before the 1995-96 school year.~~
- ~~3.—State personal leave.~~
- ~~4.—Vacation days, if applicable.~~

~~Carryover~~

~~Vacation days must be taken during the current duty year or prior to December 31 of the following duty year in which they are earned. Vacation days that are accumulated in the previous duty~~

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

~~year shall be lost according to procedures established by the Superintendent if not taken within the specified time frame.~~

~~An eligible employee who retires, resigns, or is terminated shall be paid for any earned but unused vacation days, up to a maximum of ten days.~~

**Grandfathered
Employees**

~~Eligible employees hired prior to the adoption of this policy shall suffer no loss of accrued vacation days earned before that date.~~

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

~~In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.~~

Prohibited Conduct

~~In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

~~Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]~~

Prohibited Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** types of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

~~Retaliation~~

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, **serves as a witness, or otherwise participates in an investigation.**~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. **Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.**~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting Procedures

Any An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX ~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Response to Sexual Harassment—Title IX

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable,~~ and readily available at each campus and the ~~District's District~~ administrative offices.

ACADEMIC ACHIEVEMENT

EI
(LOCAL)

**Certificate of
Coursework
Completion**

The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half of a course and the combined grade for both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Title IX Coordinator The District ~~designates and authorizes the~~~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator The District ~~designates and authorizes the~~~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

Superintendent The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Equal Educational Opportunity
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Note: The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

Section 504

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~retention schedules. [See CPC]

**Persons Age 21
and ~~And~~ Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in
Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present an authorization form provided by the District and consistent with Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for an authorization form and to the exclusion for misconduct.

Extracurricular
Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student
in Grandparent's
After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

"Accredited" Defined

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Attendance
Accounting System**

The Superintendent shall be responsible for **designating the official attendance-taking time during the campus's instructional day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative
Attendance-
Taking **Recording**
Time

The ~~When appropriate, the~~ Superintendent is authorized to **shall** establish written procedures permitting a campus to **record absences in** ~~specify~~ an alternative **hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus** or for a designated group of students at a campus. The alternative ~~time for recording~~ attendance-taking time shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* **and administrative regulations.**

**Parental Consent to
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)ⁱ;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

Immunity

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

Failing to Report Suspected Child Abuse or Neglect

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

Responsibilities Regarding Investigations

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

ⁱ Texas Abuse Hotline Website: <http://www.txabusehotline.org>

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Statement of Nondiscrimination

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, sexual orientation, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, sexual orientation, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, sexual orientation, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct~~ that is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by ~~law~~ and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.
<i>Definition of District Officials</i>	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, or gender-based harassment, or dating violence , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
Alternative Reporting Procedures	<p>An individualA student shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	<p>To ensure the District's prompt investigation, reportsReports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.</p>
Notice to Parents	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p>
Investigation of Reports Other Than Title IX the Report	<p>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,</p>

and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~proven, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~proven, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

tor shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

Notification of Outcome

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

District Action

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include a training program for those involved in the ~~report~~ ~~complaint~~, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Sexual Harassment–Title IX

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

UIL Activities

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

Athletic Program

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholastic competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

Non-UIL Activities

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

Overnight Trips

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, disability, or other protected characteristics [see FFH] ~~religion~~ shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline. Upon written mutual agreement of both parties, responses may be sent by electronic communication to the student's or parent's email address or fax number of record. Filings sent by electronic communication shall be timely if they are sent by the close of business on the deadline, as indicated by the date/time shown on the electronic communication.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, new documents may be submitted at the sole discretion of the District employee or official presiding over the grievance conference or appeal.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</p>

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider documents and information provided at Levels One and Two, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

The appeal shall be limited to the issues and documents considered at Level Two.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. The lack of decision or response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline. Upon written mutual agreement of both parties, responses may be sent by electronic communication to the individual's email address of record.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the

dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, new documents may be submitted at the sole discretion of the District employee or official presiding over the grievance conference or appeal.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider documents and information provided at Levels One and Two, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. The lack of decision or response by the Board upholds the administrative decision at Level Two.

Vantage Points

A Board Member's Guide to Update 115

Please note: *Vantage Points* is an executive summary, prepared specifically for board members, of the local policies included in the update. The topic-by-topic outline and brief descriptions focus on key issues to help local officials understand changes found in the policies.

The description of local policy changes in *Vantage Points* is highly summarized. Please pay careful attention to the more detailed, district-specific Explanatory Notes and the policies in your localized update packet.

For questions, contact Policy Service at policy.service@tasb.org, call us at 800-580-7529, or visit our website at policy.tasb.org.

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Update 115 focuses on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions.

Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

In addition to these changes, Update 115 includes several other policies affected by legislation from the 86th Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

We strongly encourage you to review the Explanatory Notes contained in your district's update packet for information specific to your local policies and background on changes to the legal policies. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.

Section B—Local Governance

Board Policy

A revision to **BF(LOCAL)** addressing board policy adoption clarifies that a district's legally referenced policies are not adopted by the board. The (LEGAL) policies provide information on current law and context for the district's (LOCAL) policies.

Section D—Personnel

Compensation and Benefits

For districts that provide paid vacation and holiday benefits, recommended revisions to **DED(LOCAL)** address the board's authorization of these programs, including which employees are eligible for the benefits. Administrative procedures are recommended to address the details of these programs to promote consistent, effective implementation and prevent conflict between policy and administrative procedures.

Discrimination, Harassment, and Retaliation

Revisions to **DIA(LOCAL)** incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Other revisions address the new Title IX regulations and:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;

- Indicate that the district will follow the district’s existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and
- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

**Section E—
Instruction**

**Academic
Achievement**

Revised Administrative Code rules prompted revisions to **EI(LOCAL)** on academic achievement. Provisions on partial credit reflect new terminology from the rules regarding awarding of credit proportionately when a student receives a passing grade in “half” of a course, rather than per “semester.”

To provide flexibility, Policy Service recommends deletion of the statement in most districts’ policies that a student shall be required to retake only the portion of the course with a failing grade. There are various methods for a student to earn credit for the failed part of a course, and board policy is not required to specify which particular method may be used.

For those districts that did not have existing provisions on awarding course credit proportionately to a student who successfully completes only half a course, provisions have been recommended for the district’s consideration. **This is optional text; contact the district’s policy consultant if the district does not wish to include it.**

Some districts’ local policies included provisions on late enrollment or withdrawal of mobile students. To avoid conflict with new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care, which are addressed in **FD(LOCAL)**, below, Policy Service recommends deleting these provisions from **EI(LOCAL)**. Any specific practices in this area will need to align with the new rules and could be included in administrative procedures.

Section F— Students

Admissions

As mentioned above, recommended changes to **FD(LOCAL)** on admissions are based on new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care. The rules require districts to adopt local policy to assist with awarding credit to these students for a course that was earned prior to the student enrolling in or transferring to the district.

Attendance Accounting

Recommended revisions to **FEB(LOCAL)** on attendance accounting are to address amended Administrative Code rules. The rules remove the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended policy text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

Child Abuse and Neglect

FFG(LOCAL) on child abuse and neglect has been significantly revised to comply with amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of children that must be included in the district improvement plan and the student handbook.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from **FFG(EXHIBIT)** into the local policy and recommend deletion of the exhibit.

Discrimination, Harassment, and Retaliation

Revisions to **FFH(LOCAL)** address the new Title IX regulations and are similar to those made at **DIA(LOCAL)**, above. The **FFH(LOCAL)** revisions:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;
- Indicate that the district will follow the district's existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and

- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

Provisions in **FB(LOCAL)** on the district’s Title IX coordinator for students have been updated to include required language from the new Title IX regulations. Corresponding wording changes were also made to the ADA/Section 504 coordinator text.

Student and Parent Complaints

FNG(LOCAL) on grievances by students and parents includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined. In addition, we have reordered the list of protected characteristics at Other Complaint Processes, item 1, to align with revisions at FFH(LOCAL) above.

Section G—Community and Governmental Relations

Public Complaints

As with FNG(LOCAL), above, **GF(LOCAL)** on complaints by members of the public includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined.

Miscellaneous Deletions

Several local policies focusing on administrative details are recommended for deletion for those districts that had them. Board-adopted policy is not required on these topics.

- BDF(LOCAL)—citizen advisory committees
- DMD(LOCAL)—professional meetings
- FMF(LOCAL)—student contests and competitions

A message from TASB Governmental Relations

TASB Advocates for Public Schools

It's a given that state and federal legislation influences school district policy and practice. But did you know that school board members can influence legislation?

- As a private citizen who serves the public, [your voice has weight with legislators](#).¹
- By [engaging with TASB](#)² you can influence the TASB Advocacy Agenda by participating in our grassroots meetings, attending Delegate Assembly, serving on the TASB Legislative Advisory Council, and more.

If you have questions about TASB's advocacy efforts and programs, contact [TASB Governmental Relations](#)³ at 800-580-4885 or Dax.Gonzalez@tasb.org.

¹ Working with Legislators: <https://www.tasb.org/trustees/champion-your-district/working-with-legislators.aspx>

² Engage with TASB: <https://www.tasb.org/trustees/champion-your-district/engage-with-tasb.aspx>

³ TASB Governmental Relations: <https://gr.tasb.org>

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 28, 2020

Subject: Consideration and possible appointment of Texas Association of School Board Delegate and Alternate Delegate for the annual TASA/TASB Convention

Responsible Person/Position: Esperanza Orosco, Board President

A. Purpose of Agenda Item:

Action Requested Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Appointment of current board members to represent the District as a Delegate and Alternate Delegate at the annual TASA/TASB Convention

D. Summary:

Previous board action relating to this item -
 Future action anticipated -
 Background information – Annually, school districts have the opportunity to select a delegate and alternate delegate to represent local district interests at the Delegate Assembly held in conjunction with the annual TASA/TASB Convention.

It is the responsibility of the Board to designate a delegate and an alternate delegate to serve at the annual TASA/TASB Convention scheduled for this fall.

TASB's Delegate Assembly is a vital component of the association's governance structure. During the assembly, local trustees from across Texas provide crucial direction to the TASB Board and staff in representing members' interests before state and national policy makers.

E. Fiscal Impact and Cost: Amount \$ -0-

Budget – General Operating Fund Bond Grant/Special Funds Other _____

Prior Year Spending: \$ _____

Future/Ongoing: \$ _____

F. Suggested Motion

This is a Board matter. If the Board wishes to appoint a delegate and alternate delegate, it must be by motion.

**HAYS CONSOLIDATED INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES**

Date: September 21, 2020

Subject: Update on 2020-2021 School Year

Administrator Responsible/Position: Dr. Eric Wright, Superintendent of Schools

A. Purpose of Agenda Item:

Action Needed Information Only Receive Input

B. Authority for This Action

Local Policy Law or Rule N/A

C. Goal or Need Addressed:

Share with Board and Community information regarding the beginning of the 2020-2021 school year.

D. Administrative Recommendation: N/A

Hays CISD

Board of Trustees Operating Procedures



Board Meetings

While Board Meetings are for the purpose of the Board conducting the business of the District in public, they are not public forums for the purpose of securing interaction with the public.

Developing the Board Meeting Agenda (Ref Policy BE)

- ▶ Agendas
 - The Superintendent will develop all Board Meeting agendas in collaboration with the Board President.
 - Items discussed at previous Board Meetings which are proposed for inclusion by more than one board member at a future meeting will also be added when appropriate.
 - Board Members must request to the Board President and Superintendent in writing, any item(s) they wish to have considered for placement on the agenda.
 - Items may be placed on the agenda by the Superintendent, the Board President, any Board Member with approval of the President, or through a request by any two Board Members.
 - No item can be placed on the agenda less than ten days in advance of the meeting without the Board President's approval.
 - No item can be placed on the agenda less than three work days in advance of the meeting unless an emergency or public necessity exists.
 - The complete agenda will be reviewed by the Superintendent and the Board President the Tuesday afternoon prior to the Agenda Workshop Meeting.
 - An annual agenda content calendar will be maintained by the Superintendent's office. This will be used to determine the minimum routine items that need to be on each regular meeting agenda. Other items can be added as requested following the procedures above and as noted in the minutes of previous Board Meetings.
 - Board Members will adhere to deadlines and parameters of the Board agenda/event calendar.

- ▶ Timely Notification and Information
 - Board Members shall be notified of a meeting at least 72 hours prior to a regular meeting, workshop or special meeting, and at least one hour prior to an emergency meeting.
 - Typically, information will be provided to each Board Member via electronic or hard copy delivery. Questions regarding supporting documents should be directed to the Superintendent.
 - Copies of the agenda, for non-emergency meetings, shall be available for the Board Members requesting a copy no later than 5:00 p.m. on Wednesday prior to the Agenda Workshop Meeting.

- Board members will attempt to have all questions regarding agenda items submitted to the Superintendent by 5:00 p.m. on Friday prior to the Board Agenda Workshop Meeting. The Superintendent and his Cabinet will make every attempt to communicate the answers to the questions to Board Members prior to the Monday meeting with a copy of the questions and answers included in the dais folders.
- ▶ Open and Closed Session Format
 - Every Board Meeting will begin at the designated posted time and reconvene at the posted time.
 - Closed Session items for which there is a corresponding action item to be considered during the Open Session of the meeting will be scheduled prior to the beginning of the Open Session. The Board President and Superintendent shall, to the extent possible, allocate sufficient time to complete Closed Session discussion prior to the beginning of the Open Session.
 - If more Closed Session discussion is needed, the Presiding Officer shall announce that it is necessary for the Board to reconvene in Closed Session.
 - The Presiding Officer shall state publicly that any action, if taken, will be conducted in Open Session following the Public Comment portion of the meeting; or, if appropriate, that no action will then be taken.
- ▶ Consent Agenda
 - The consent agenda includes items of routine and/or recurring nature, grouped together under one action item.
 - The consent agenda shall be limited to:
 - > Routine Personnel
 - > Minutes
 - > Finance Report
 - > Budget Amendments
 - > Routine Contracts/Agreements
 - > Routine Procurements
 - > Acceptance of Gifts
 - > Acceptance of Grants
 - > Other items agreed to by the Board
 - Background material for each consent agenda item shall be furnished to the Board in the meeting's supporting documents.
 - All consent agenda items shall be acted upon by one vote without separate discussion.
 - A Board Member may request that an item be withdrawn for individual consideration.
- ▶ Meeting Dates
 - The Superintendent will develop a Board calendar that will include regular and workshop meeting dates of the Board of Trustees.
 - Generally, unless otherwise scheduled by a consensus of the Board, regular Board Business Meetings will be held on the fourth Monday of every month except July. An agenda review session in the form of a workshop may be held the week

prior to the regular business meeting. Additional board workshops will be scheduled as deemed necessary.

- The calendar will include those items that are cyclical and/or recurring for consideration at regular or workshop meetings.

Conducting Board Meetings

▶ Quorum

- Any time four or more Board Members are gathered to discuss school district business, it is considered a meeting, and must be posted as such according to Board legal policy.

▶ Closed Sessions

- The Board may meet in Closed Session as provided for in the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E.
- Before any Closed Session is convened, the Presiding Officer will announce publicly, as appropriate, that matters before the Board exist that necessitate convening into Closed Session to serve and protect the interests of the District, and that any action, if necessary, resulting from duly posted Closed Session items shall be conducted in Open Session. The Presiding Officer will also announce the specific sections of the Texas Government Code under which the Board will be meeting in closed session.
- The posted agenda shall identify the section or sections of the Act authorizing the Closed Session and the general topics or subjects to be discussed. The Presiding Officer of the Board shall publicly identify such section or sections and such topics and subjects.
- The Superintendent shall attend all sessions of the Board, both Open and Closed, except when the Board desires to meet without the Superintendent to consider the Superintendent's contract, evaluation or performance, or to resolve conflicts between individual Board Members, or to act as a tribunal.
- In the event of the Superintendent's illness or Board approved absence, the Superintendent's designee shall attend such meetings.

▶ Public Participation at Board Meetings

- The Board shall provide for public comment at each meeting, including all regular and special meetings. (Ref Policy BED)
- Prior to the beginning of the Public Forum, the Presiding Officer will announce the rules for public participation.
- A citizen must sign up on the appropriate form prior to the Public Forum portion of the agenda. The topic described on the form shall be complete and in sufficient detail as to determine appropriateness of the topic prior to addressing the Board. Comments on posted agenda items will be taken first. Comments on non-agenda items shall be permitted only after all agenda-specific comments have been made and if time permits.
- Public comments may be on items listed on the agenda or other areas of school district operations. Speakers with specific complaints or comments about identifiable students, employees, or officials of the District will be directed to the appropriate District administrator and/or the District's formal complaint process.

Speakers shall be discouraged from using the names of specific individuals in their public comments.

- Questions asked during Public Forum on posted agenda items may be answered or addressed by the Board during the discussion of that agenda item. Comments or questions on topics not on the posted agenda may be referred to the Superintendent for consideration and a later response, if appropriate.
 - The Presiding Officer shall determine the time limitation for each speaker, based on the number of individuals signed up to speak in Public Forum at the entrance prior to reconvening in open session. The time allotted to each speaker shall not exceed five minutes. Groups of five or more people wishing to speak on a single subject will be encouraged to appoint a spokesperson to express the views of the group. A speaker may not defer his/her allotted time to another speaker.
 - The Presiding Officer shall determine the total allotment of time for each Public Forum, based on the number of individuals signed up to speak at the start of each meeting. The standard time allotted for Public Forum shall be a total of 30 minutes.
 - The Board vests in its Presiding Officer the authority to terminate the remarks of any individual when such individual does not adhere to the established rules.
 - The Board shall not tolerate disruption of the meeting by members of the audience. If any person disrupts the meeting by his or her words or actions, the Presiding Officer may request assistance from law enforcement officials to have the person removed from the meeting.
- ▶ Board Meeting Parliamentary Procedure (Ref Policy BE)
- The Board President serves as the Presiding Officer at Board Meetings. In the absence of the President, the Vice-President will preside.
 - The Board shall be guided by parliamentary procedure as detailed in Robert's Rules of Order, Revised, or as spelled out in adopted procedure.
 - The Board President has the responsibility to keep the discussion to the motion at hand and shall halt discussion that does not apply to the business before the Board.
- ▶ Transacting Business (Ref Policy BBE)
- When an agenda item is presented, a discussion shall be held and a decision reached through voting in accordance with prescribed procedures.
 - Whenever possible, the Board should work toward a consensus model of decision-making. There may be dissenting votes which are a matter of record. However, once a decision has been made, all Board Members should support the majority vote of the Board, recognize that it carries the full authority of the Board, and individually respect that vote.
- ▶ Hearings (Ref Policy FNG, FOD, DGBA, GF)
- Employee, community and/or student/parent grievances will be handled according to Board policy FNG, FOD, DGBA, GF.

Board Workshops

The Board will conduct Special Meetings/Board Workshops as needed.

- ▶ The workshop format is intended to allow the Administration to present information to the Board that is:
 - Time sensitive and/or discussion intensive
 - Required by law, rule or policy, and
 - Is necessary for the efficient and effective operation of the District
- ▶ Board workshops are not intended to substitute for regular monthly Board Business Meetings, although a quorum of the Board may take action, as necessary.
- ▶ The workshops are intended to allow an opportunity for presentation, questions, discussion and an assessment of the Board's perspective.
- ▶ The Board President serves as the Presiding Officer at Board Workshops; however, it is understood that the intended nature and format of workshops allows for the Superintendent to substantially facilitate the presentation and ordering of items under consideration. In the absence of the President, the Vice-President will preside.

Board Committees (Ref Policy BDB)

- ▶ The Board may, from time to time as it deems necessary, create committees to facilitate the efficient and necessary operation of the Board.
- ▶ The President shall appoint members to special Board committees, and the Board President and the Superintendent shall be ex officio members of all Board committees unless otherwise provided by Board action.

District- and Campus-Level Committees

- ▶ District- and campus-level planning and decision-making committees serve in an advisory capacity to the Board and make recommendations to the Board for final Board action; therefore, Board Members shall not serve on such committees, unless otherwise provided by federal or state law, or approved by the Board.

Electing Board Officers (Ref Policy BDAA)

- ▶ At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:
 1. A president, who shall be a member of the Board
 2. A secretary, who may or may not be a member of the Board
 3. Such other officers and committees as the Board may deem necessary
Education Code 11.061(c).
- ▶ A vacancy among officers of the Board shall be filled by majority action of the Board.

ANNUAL EVALUATIONS

Superintendent Evaluation (Ref Policy BJCD, BJCF, BJA)

- ▶ The Superintendent evaluation instrument will be updated and approved annually after the Board goal setting workshop session.
- ▶ Three formative evaluations will be conducted annually in closed sessions at the Board Agenda Workshops, in February, August and November. New Board members will receive training on how to evaluate the superintendent prior to the first formative dialogue session.
- ▶ A summative evaluation will be conducted in closed session annually in May.
 - This closed session shall be on a date separate from the regular monthly Board Agenda Workshop or Board Meeting.
 - This session may include a discussion of the Superintendent's contract.
- ▶ The Board will use the approved evaluation instrument for the summative evaluation. A copy of the evaluation document will be completed in advance by each Board Member and brought with the Board Member to a special closed session meeting. After coming to a consensus on each evaluated item, the Board shall prepare a single composite Summative Evaluation Document to be given to the Superintendent for discussion during that closed meeting.
- ▶ The Board shall strive to accomplish the following objectives during each evaluation.
 - Develop and sustain a harmonious working relationship between the Board and the Superintendent.
 - Ensure administrative leadership for excellence in the District.
 - Formulate Board consensus about the Superintendent's performance and the District's progress toward achieving its goals and objectives.

Board Evaluation/Team Building

- ▶ There will be a routine assessment of the status of the Board/Superintendent team annually.
- ▶ The evaluation and team building process may include:
 - Board operating procedures
 - Board Member training
 - Social Contract
 - Conflict resolution
 - Working relationships with the Superintendent
 - Conduct of Board Meetings
 - Long-range planning and goal setting
 - Relationship with the community

INDIVIDUAL BOARD MEMBERS

Access to Information (Ref Policy BBE)

- ▶ An individual Board Member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the general public in accordance with the Public Information Chapter of the Government Code.
- ▶ Individual Board Members shall not have access to confidential student records, unless there is a legitimate educational interest in the records in accordance with policies FL (LEGAL) and (LOCAL).
- ▶ A Board Member may request existing information and reports from the Superintendent's office. If the information is not available or a new report must be generated, it shall be requested through the Board President. If the Board President does not agree to the request, it may be resubmitted to the Board President by two or more Trustees. In case of emergency, the Board President may request information or reports.
- ▶ Board Member inquiries of staff shall be limited to Superintendent's Cabinet and responses will be distributed to all Board Members.

Communication with Other Board Members

- ▶ Board electronic and written communications regarding District issues should be routed through the Superintendent's office so that information can be disseminated and/or questions can be addressed in this manner, rather than among and between Board Members.
- ▶ A Board Member may discuss a District issue with no more than two other Board Members unless in a duly posted Board Meeting.

Communication with the Media

- ▶ The Board President serves as the official spokesperson for the Board team to the media/press on issues of media attention.
- ▶ Media calls should be directed to Superintendent and the Public Information Officer as the district spokesperson.
- ▶ Board Members asked for individual comments or opinions by the media/press are to qualify those statements as being the opinion of the individual Board Member and not representative of the Board as a whole or the District.

Complaints to Board Members (Ref Policy BBE)

- ▶ Employees, students, parents or other members of the public who bring concerns or complaints to an individual Board Member for the purpose of seeking remedy or perspective shall receive guidance that reflects:
 - An understanding by each Board Member that information provided to a Board Member, in some specific situations, could cause the Board Member receiving the information to be disqualified from participating in future hearing(s) or action by the Board specific to the issue;
 - Adherence to the Board's policies (DGBA, FNG, FOD and GF) regarding complaints and grievances.

- ▶ Board Members may notify the Superintendent's office of any complaint.

- ▶ As necessary, the Superintendent or designee shall guide the complainant to the appropriate staff member.

- ▶ When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Trustee may request that the issue be placed on the agenda.

Visits to Campuses

- ▶ Board Members are encouraged to attend any and all school events as their time permits, and to show support of school activities.

- ▶ Board Members must notify the Superintendent or designee prior to visiting a campus in an official capacity.

- ▶ Board Members shall not visit a campus in an attempt to evaluate personnel on a campus.

Board Member Training (Ref Policy BBD)

- ▶ Board Members are required to attend training set forth in Policy BBD. In addition to the orientation and team building training, a Board Member shall receive additional continuing education on an annual basis, in fulfillment of assessed needs and based on the framework for governance leadership. The district will cover the cost of registration, travel and lodging for each Board Member for the minimum number of hours shown on the *Continuing Education Requirements for School Board Members* as published on the TASB website. All costs for additional training will be the responsibility of the individual Board Member.

- ▶ Board memberships to any and all associations shall be brought to the Board for discussion and approval.