



Agenda of Regular Meeting

The Board of Trustees Beeville ISD

A Regular Meeting of the Board of Trustees of Beeville ISD will be held December 19, 2019, beginning at 5:30 PM in the Board Room
201 N. St. Mary's
Beeville, TX 78102.

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

1. **CALL TO ORDER**
2. **INVOCATION & PLEDGES OF ALLEGIANCE**
3. **PRESIDENT'S WELCOME**
4. **VICE-PRESIDENT'S RECITATION OF DISTRICT MISSION, VALUES, AND PRIORITIES**
5. **RECOGNITIONS**
 - A. Mighty Trojan Awards
 - B. District Spotlights
6. **PUBLIC FORUM**
7. **REPORTS AND DISCUSSION ITEMS:**
 - A. Financing Alternatives to Texas School Distircts
 - B. Office of Learning & Innovation
 - C. Business Office Report
 - D. Strategic Planning for Facilities and Land
 - E. Security Update
 - F. CTE/Culinary Arts Investment
8. **CONSENT AGENDA:** **3**
 - A. Minutes of Previous Meetings:
 1. November 21, 2019 5:30 P.M. Regular Board Meeting 4
 2. December 10, 2019 5:30 P.M. Workshop Board Meeting
 3. December 12, 2019 5:00 P.M. Workshop Board Meeting
 - B. November 2019 Expenditures 8
9. **ACTION ITEMS:** **9**
 - A. Consideration and Possible Approval of Update 114 (Second Reading)
Affecting Policies:



1. BE (LOCAL) : Board Meetings
 2. BED (LOCAL) : Board Meetings - Public Participation
 3. CDA (LOCAL): Other Revenues - Investments
 4. CH (LOCAL) : Purchasing and Acquisition
 5. CKC (LOCAL) : Safety Program/Risk Management-Emergency Plans
 6. CKE (LOCAL) : Safety Program/Risk Management - Security Personnel
 7. CQ (LOCAL) : Technology Resources
 8. CQB (LOCAL) : Technology Resources- Cybersecurity
 9. DFFA (LOCAL) : Reduction in Force-Financial Exigency
 10. EHBB (LOCAL) : Special Programs-Gifted and Talented Students
 11. FDC (LOCAL) : Admissions - School Safety Transfers
 12. FFAA (LOCAL): Wellness and Health Services- Physical Examinations
 13. FFB (LOCAL): Student Welfare-Crisis Intervention
 14. FFBA (LOCAL) : Crisis Intervention-Trauma-Informed Care
 15. FL (LOCAL) Student Records
 16. GBAA (LOCAL): Information Access-Request for Information
 17. GKA (LOCAL): Community Relations-Conduct on School Premises
- B. Consideration and Possible Approval of Renewal of Membership in Walsh Gallegos' Retainer Program 49
10. **SUPERINTENDENT'S REPORT**
 11. **BOARD PRESIDENT'S REPORT**
 - A. Book Study Chapter 9 & 10
 - B. Training
 12. **ADJOURN TO CLOSED SESSION:**
 - A. For the purpose of considering matters for which closed sessions are authorized by Chapter 551.071-551.084, Texas Government Code, whereupon the Superintendent at the request of the Board President, will present for the Board's consideration or discussion the following matters:
 1. Purchase, Exchange, Lease, or Value of Real Property
 2. Personnel
 13. **RECONVENE IN OPEN SESSION:**
 - A. Consideration and Possible Approval of Items Discussed in Closed Session.
 1. Purchase, Exchange, Lease, or Value of Real Property
 2. Personnel
 14. **AGENDA PLANNING**
 15. **ADJOURNMENT**

Beeville ISD
BOARD OF TRUSTEES

Date: December 19, 2019 Presented By: Dr. Puig
Consent Items
Subject: See List Below Related Page(s) 9

Consent

BACKGROUND INFORMATION:

Attached are the following Consent Items:

- November 14, 2019, December 10 & 12, 2019 Board Meeting Minutes
- November 2019 Expenditures

RECOMMENDATION:

Approval

BOARD ACTION REQUIRED:

I move the Board approve the Consent Items.

Minutes of Regular Meeting

The Board of Trustees Beeville ISD

A Regular Meeting of the Board of Trustees of Beeville ISD was held Thursday, November 21, 2019, beginning at 5:30 PM in the Board Room at 201 N. St. Mary's, 2nd Floor, Beeville, TX 78102.

1. CALL TO ORDER

Board President Leticia Munoz called the Regular Board meeting to order at 5:30 p.m. and a quorum was present and notice of the meeting had been posted for the time and manner required by law.

Members Present:

*Leticia Munoz, President
Pete Martinez
Eddie Salazar
Orlando Vasquez
Theresa Arthur, Secretary
Dr. Kevin Behr*

Members Absent:

Darryl Martin, Vice President

Others Present:

*Dr. Marc Puig, Superintendent of Schools
Mrs. Theresa Servellon, Assistant Superintendent of Academic Services
Mr. Erasmo Rodriguez, Deputy Superintendent
Mrs. Martina Villarreal, Director of Federal and Special Programs
Mrs. Jennifer Hughes, Director of Research, Evaluation and Accountability
Mrs. Eva Cisneros, CFO
Mrs. Rosario Zambrano, Director of Special Education and Health Services
Mr. Art Gamez, Chief of Police*

2. INVOCATION & PLEDGES OF ALLEGIANCE

Katie Martinez- Moreno Junior High 6th grader lead invocation and the pledge.

3. PRESIDENT'S WELCOME

4. VICE-PRESIDENT'S RECITATION OF DISTRICT MISSION, VALUES, AND PRIORITIES

5. PUBLIC HEARING ON SCHOOL FIRST, FINANCIAL ACCOUNTABILITY RATING SYSTEM

A. Overview of School FIRST (Financial Integrity Rating System of Texas)

- B. School District's Rating
- C. Public Comments on the Report
- D. Adjournment

The meeting adjourned at 5:35 pm.

6. RECOGNITIONS

- A. Mighty Trojan Awards
Presenter: Mrs. Martina Villarreal, Director of Federal and Special Programs
 - 1. *Latrisha Hernandez – FMC Assistant*
 - 2. *Iris Montez – Beeville ISD Administration Office*
- B. District Spotlights
Presenter: Mrs. Martina Villarreal, Director of Federal and Special Programs

7. PUBLIC FORUM

8. REPORTS AND DISCUSSION ITEMS:

- A. Athletic Program Update
Presenter: Mr. Chris Soza, Athletic Director
- B. Office of Learning & Innovation
Presenter: Mrs. Theresa Servellon, Assistant Superintendent of Academic Services
 - Learning Walks conducted 2nd round of formal walks*
 - Professional Developments Session based on learning walks feedback*
 - Formative Assessments*
 - Differentiated Instruction*
 - Quality Essential questions and questions stems*
 - Lesson planning for department*
 - Technology Update*
 - 1. Literacy Leadership Team Introduction
 - Sarah Gamez- HMD Kindergarten Teacher*
 - Patricia Bartlette – FMC 1st Grade Teacher*
 - Denise Liserio – RA Hall 1st Grade teacher*
 - Ruby Moreno – Moreno Junior High Teacher*
 - Shawn Norquist - AC Jones English I and II*
 - 2. First Reporting Period Assessment results
 - Jennifer Hughes provide updates on the first reporting period.*
- C. Construction Update
Presenter: Mr. Erasmo Rodriguez, Deputy Superintendent
The demolition of Thomas Jefferson school is still in progress.
- D. Security Update
Presenter: Mr. Arturo Gamez, Chief of Police
- E. Business Office Report
Presenter: Mrs. Eva Cisneros, CFO

F. Localized update 114
Presenter: Dr. Marc Puig, Superintendent

9. CONSENT AGENDA:

A. Minutes of Previous Meetings:

1. October 17, 2019 5:30 P.M. Regular Board Meeting
2. October 24, 2019 5:30 P.M. Workshop Board Meeting
3. October 28, 2019 5:30 P.M. Workshop Board Meeting
4. November 14, 2019 12:00 P.M. Special Board Meeting
5. November 14, 2019 12:15 P.M. Workshop Board Meeting

B. October 2019 Expenditures

C. Budgeted Purchases of Goods/Services in Excess of \$50,000

D. Donations & Gifts

On a motion by Kevin Behr seconded by Eddie Salazar, the Board unanimously carried the motion with a 6/0 vote.

10. SUPERINTENDENT'S REPORT

Enrollment is at 3254

Attendance is at 92.4 %

CTE enrollment 16% increase

11. BOARD PRESIDENT'S REPORT

A. Book Study

B. Training

December 10, 2019 at 5:30 pm Board Superintendent Workshop

December 12, 2019 at 5:00 pm Board Workshop

12. ADJOURN TO CLOSED SESSION:

The meeting convened into closed session at 6:32 p.m.

A. For the purpose of considering matters for which closed sessions are authorized by Chapter 551.071-551.084, Texas Government Code, whereupon the Superintendent at the request of the Board President, will present for the Board's consideration or discussion the following matters:

1. Purchase, Exchange, Lease, or Value of Real Property
2. Personnel
3. Annual Superintendent Formative Evaluation

13. RECONVENE IN OPEN SESSION:

The meeting reconvened into opened session at 7:08 p.m.

A. Consideration and Possible Approval of Items Discussed in Closed Session.

1. Purchase, Exchange, Lease, or Value of Real Property
2. Personnel

14. **AGENDA PLANNING:**
Oral Speaking added to curriculum
Culinary Arts update
Property purchase update
Coastal Bend College update
15. **ADJOURNMENT**
The meeting adjourned at 7:10 pm.

DISBURSEMENTS BY FUND

Invoice payments per fund for the period of November 1, 2019 through November 30, 2019.

Fund	Fund Name	Total
161	Annual Coaches Meet and Greet	\$4,760.40
162	Barnhart Art	\$2,750.58
169	Learners to Leaders	\$7,293.46
177	Culture Trip	\$584.00
181	Athletics	\$35,980.68
199	Local Maintenance	\$509,624.55
211	Title I - Federal Programs	\$629.72
240	Food Service	\$118,251.82
410	Textbook Fund	\$31,545.15
	Grand Total	\$711,420.36

End of Report

Beeville ISD
BOARD OF TRUSTEES

Date: December 19, 2019 Presented By: Dr. Puig
Subject: Update 114 (Second Reading) Related Page(s) 8

Action

BACKGROUND INFORMATION: Policy Update 113 Comparison Packet was emailed to the Board on November 18, 2019. The Comparison Packet details recommended changes to local policies. These recommendations are regularly provided by TASB to address legislation. The Update 114 Comparison Packet is attached for your review. The first reading was presented at our November 21, 2019 board meeting.

RECOMMENDATION: Approval

BOARD ACTION REQUIRED:

I move that the Board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 114 [*Second Reading with the following changes:*] Affecting Local Policies:

- BE(LOCAL): BOARD MEETINGS
- BED(LOCAL): BOARD MEETINGS - PUBLIC PARTICIPATION
- CDA(LOCAL): OTHER REVENUES - INVESTMENTS
- CH(LOCAL): PURCHASING AND ACQUISITION
- CKC(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - EMERGENCY PLANS
- CKE(LOCAL): SAFETY PROGRAM/RISK MANAGEMENT - SECURITY PERSONNEL
- CQ(LOCAL): TECHNOLOGY RESOURCES
- CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY
- DFFA(LOCAL): REDUCTION IN FORCE - FINANCIAL EXIGENCY
- EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
- FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS
- FFAA(LOCAL): WELLNESS AND HEALTH SERVICES - PHYSICAL EXAMINATIONS
- FFB(LOCAL): STUDENT WELFARE - CRISIS INTERVENTION
- FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORMED CARE
- FL(LOCAL): STUDENT RECORDS
- GBAA(LOCAL): INFORMATION ACCESS - REQUESTS FOR INFORMATION
- GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

BOARD MEETINGS

BE
(LOCAL)

Meeting Place and Time	The notice for a Board meeting shall reflect the date, time, and location of the meeting.
Regular Meetings	Regular meetings of the Board shall normally be held on the third Thursday of each month at 5:30 p.m. -When determined necessary and for the convenience of Board members, the Board President may change the date, time, or location of a regular meeting with proper notice.
Special or Emergency Meetings	<p>The Board President shall call special meetings at the Board President's discretion or on request by two members of the Board.</p> <p>The Board President shall call an emergency meeting when it is determined by the Board President or two members of the Board that an emergency or urgent public necessity, as defined by law, warrants the meeting.</p>
Agenda	<p>The deadline for submitting items for inclusion on the agenda is the fifth business day before regular meetings and the fifth business day before special meetings.</p> <p>Deadline</p>
Preparation	<p>In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Board member may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Board member.</p> <p>Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Board members have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. The Board President shall not have authority to remove from the agenda a subject requested by a Board member without that Board member's specific authorization.</p>
Notice to Members	Members of the Board shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least <u>one hour</u> two hours prior to the time of an emergency meeting.
Closed Meeting	<p>Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.</p> <p>The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]</p>

Order of Business The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Board members.

Rules of Order The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the members present.

Voting Voting shall be by voice vote or show of hands, as directed by the Board President. Any member may abstain from voting, and a member's vote or failure to vote shall be recorded upon that member's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A 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.

Minutes 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.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

Discussions and Limitation Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as members wish to address themselves to an item under consideration.

**Limit on
Participation**

Audience participation at a Board meeting is limited to the ~~public comment~~ portion of the meeting designated to receive public comment in accordance with this policy 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.

Public Comment
Regular Meetings

At regular Board meetings, the Board shall permit public comment, regardless of whether the topic is an item on the agenda posted with notice of the meeting.

Special Meetings

At all other Board meetings, public comment shall be limited ~~at a limited amount of time~~ to items on the agenda posted with notice of the meeting.

Procedures

~~Individuals hear persons who desire to make comments to the Board. Persons~~ who wish to participate during their this portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on about which they wish to address the Board. speak.

Public comment shall occur at the beginning of the meeting.

Except as permitted by this policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed five minutes per meeting.

Meeting
Management

When necessary for effective meeting management or to accommodate large numbers of individuals wishing to address the Board, the presiding officer may make adjustments to public comment procedures, including adjusting when public comment will occur during the meeting, reordering agenda items, deferring public comment on nonagenda items, continuing agenda items to a later meeting, providing expanded opportunity for public comment, or establishing an overall time limit for public comment and adjusting the time allotted to each speaker. However, no individual shall be given less than one minute to make comments.

~~No presentation shall exceed five minutes. Delegations of more than five persons shall appoint one person to present their views before the Board.~~

Board's Response

Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any subject that is not included on the agenda posted with notice of the meeting.

**Complaints and
Concerns**

The presiding officer or designee shall determine whether an individual~~a person~~ addressing the Board has attempted to solve a matter administratively through resolution channels established by policy. If not, the individual~~person~~ shall be referred to the appropriate policy ~~(see list below)~~ to seek resolution:

Employee complaints: DGBA

Student or parent complaints: FNG

Public complaints: GF

Disruption

The Board shall not tolerate disruption of the meeting by members of the audience. If, after at least one warning from the presiding officer, any individual~~person~~ continues to disrupt the meeting by his or her words or actions, the presiding officer may request assistance from law enforcement officials to have the individual~~person~~ removed from the meeting.

Investment Authority

The Superintendent and finance director ~~designated by Board resolution~~ shall serve as the investment ~~offices~~ officers of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, ~~and no-load mutual funds~~ as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment ~~officer~~officers shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and~~at least quarterly, as required by law, and~~ more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment ~~officer~~officers shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/~~and~~ Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Agency Funds	Investment strategies for custodial agency funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Trust and Agency Funds	Investment strategies for trust and agency funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Special Revenue Funds	Investment strategies for special revenue funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the Financial Industry Regulatory Authority (FINRA).
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

PURCHASING AND ACQUISITION

CH
(LOCAL)

Purchasing Authority	The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.
<u>Purchasing Procedures</u>	<u>The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]</u>
Purchasing Method	The Board delegates to the Superintendent or designee the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.
<i>Competitive Bidding</i>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent or designee shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<i>Competitive Sealed Proposals</i>	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent or designee shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals in accordance with state or federal law, as applicable.</p>
Electronic Bids or Proposals	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

PURCHASING AND ACQUISITION

CH
(LOCAL)

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent ~~or designee~~ in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emer-
gency operations plan~~Emergency Operations Plan~~ and ongoing
staff training.

As required by law, the emergency operations plan shall include
the District's procedures addressing:

1. Reasonable~~reasonable~~ security measures when District
property is used as a polling place;

2. Response to an active shooter emergency; and

Access to campus buildings and materials necessary for a substi-
tute teacher to carry out the duties of a District employee during an
emergency or an emergency drill.

**District Police
Department**

To ensure sufficient security and protection of students, staff, and property, the Board authorizes the formation of a District police department and shall employ and commission police officers.

Supervisory
Authority

The chief of police shall be accountable to and shall report to the Superintendent. In accordance with law, the Superintendent shall not delegate this supervisory responsibility.

Jurisdiction

The jurisdiction of police officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Police Authority

Police officers employed by the District shall have all the powers, privileges, and immunities of police officers on or off duty within the jurisdiction of the District. Subject to limitations in law, District police officers shall have the authority to:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, District police officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in ~~administrative~~ hearings concerning ~~the~~ alleged violations.
7. Carry weapons as directed by the chief of police and approved by the Superintendent.
8. Carry out all other duties as directed by the chief of police or Superintendent.

<i>Temporary Assignment</i>	<p><u>District police officers shall not be assigned routine classroom discipline or administrative tasks.</u></p> <p>District police officers shall enforce all laws, including municipal ordinances, county ordinances, and state laws within another law enforcement agency's jurisdiction while temporarily assigned to the other agency.</p>
Limitations on Nonschool Employment	<p>No officer commissioned under this policy shall provide law enforcement or security services for an outside employer without prior written approval from the chief of police and Superintendent.</p>
Relationship with Outside Agencies	<p>The District's police department and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts among the department and the agencies. The chief of police and the Superintendent shall review the memorandum of understanding at least once every year. The memorandum of understanding shall be approved by the Board.</p>
Video Monitoring	<p>If available, video equipment shall be used on a District police car for safety purposes whenever the flashing lights on the car are in use.</p>
<i>Access to Recordings</i>	<p>Recordings shall be considered law enforcement records, shall remain in the custody of the chief of police, and shall be maintained as required by the department regulations manual and law. A parent or student who wishes to view a video recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]</p>
Training	<p>All District officers shall receive at least the minimum amount of education and training required by law.</p>
Department Regulations Manual	<p>To carry out the provisions in this policy, the police department shall compile and maintain a manual that describes and sets forth operational procedures, rules, and regulations pertaining to the administration of police services. The chief of police and the Superintendent shall review the manual annually and make any appropriate revisions.</p>
<i>Racial Profiling</i>	<p>The chief of police shall develop and implement regulations to ensure compliance with state law regarding racial profiling. Police officers employed by the District shall not initiate any law enforcement action based on an individual's race, ethnicity, or national origin.</p>
<i>Use of Force</i>	<p>The use of force, including deadly force, shall be authorized only when reasonable and necessary, as outlined in the department regulations manual.</p>

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

*High-Speed
Pursuit*

Officers shall not engage in high-speed chases in a motor vehicle when the immediate danger to the public or the officer created by the pursuit exceeds the immediate or potential danger presented by the offenders remaining at large. Guidelines for high-speed pursuits shall be addressed in the department regulations manual.

Complaints

Complaints against a District police officer shall be in writing on a form provided by the District and shall be signed by the person making the complaint. In accordance with law, the District shall provide to the police officer a copy of the complaint. [See [Complaints Against Peace Officers](#) ~~COMPLAINTS AGAINST PEACE OFFICERS~~ at [CKEACKE](#)(LEGAL)]

Appeals regarding this complaint process shall be filed in accordance with DGBA, FNG, or GF, as appropriate.

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

Availability of Access

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

Access to the District’s technology resources, including the internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use

Limited personal use of the District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District’s technology resources; and
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance.

Use by Members of the Public

Access to the District’s technology resources, including the internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District’s technology resources.

Acceptable Use

The Superintendent ~~or designee~~ shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Internet Safety

The Superintendent ~~or designee~~ shall develop and implement an internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

Filtering

Each District computer with internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent ~~or designee~~.

The Superintendent ~~or designee~~ shall enforce the use of such filtering devices. Upon approval from the Superintendent ~~or designee~~, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Monitored Use

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

Disclaimer of Liability

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the internet.

Record Retention

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

Electronically Signed Documents

At the District's discretion, the District may make certain transactions available online, including student admissions documents,

student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

**Security Breach
Notification**

~~Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law.~~

~~The District shall give notice by using one or more of the following methods:~~

- ~~1. Written notice.~~
- ~~2. Electronic mail, if the District has electronic mail addresses for the affected persons.~~
- ~~3. Conspicuous posting on the District's website.~~
- 4.1. Publication through broadcast media.

Plan	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
Coordinator	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
Training	Each District employee and Board member shall annually complete the cybersecurity training program designated by the District. The District shall verify and report compliance with staff training requirements to the Department of Information Resources. Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
Security Breach Notifications	<p>Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.</p>

**Plan to Reduce
Personnel Costs**

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs [see DEA];
- ~~Furloughs, if the District has received from the commissioner of education certification of a reduction in funding under Education Code 42.009 [see CBA and DEA];~~
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the commissioner [see CEA and provisions at Reduction in Force Due to Financial Exigency ~~REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY~~, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at Applicability ~~APPLICABILITY~~, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, if applicable.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**Reduction in Force
Due to Financial
Exigency**

Applicability

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

Definitions

Definitions used in this policy are as follows:

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

General Grounds

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA]- A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

Employment Areas

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

Criteria for Decision

The Superintendent ~~or designee~~ shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, and/or specialized or advanced content-specific training or skills for the current or projected assignment.

~~2.~~ Performance: Effectiveness, as reflected by the:

~~a.~~ ~~The~~ most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and any

~~—~~ ~~Any~~ other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent ~~or designee~~ at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

- ~~3.~~2. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
- ~~4.~~3. Professional Background: Professional education and work experience related to the current or projected assignment.
- ~~5.~~4. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

Superintendent Recommendation The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

Board Vote After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

Notice | The Superintendent ~~or designee~~ shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

Consideration for Available Positions

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

Hearing Request

Nonrenewal: Term Contract An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

Discharge: Chapter 21 Contract An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

Discharge:
Non-Chapter 21
Contract

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

Final Action

Hearing Requested

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

No Hearing
Requested

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

Nomination / Referral	Students may be nominated /referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	The District shall provide assessment opportunities to complete the screening and identification process for nominated /referred students at least once per school year. <u>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</u>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each nominated /referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law, and shall be established for the District.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted <u>and talented</u> program.

No Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

~~The District shall not perform routine reassessments.~~

Transfer Students

When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

Interdistrict

~~If the previous district uses one or more of the District's screening instruments, the student shall not need to be re-screened. If the previous district uses entirely different screening instruments, the student shall be screened using the District's criteria. The selection committee shall make a final determination within 30 calendar days of the student's enrollment in the District.~~

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with ~~the Board-approved program administrative regulations~~, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented the program services. If at any time the selection committee or a parent determines it is in the best interest of the student ~~to and his or her educational needs, the committee may exit a student from the program.~~ ~~If a student or parent requests removal from the program, the selection committee shall meet with the parent and student before~~ finalizing an exit decision honoring the request.

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Appeals

A parent, ~~or~~ student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, ~~school~~ counselors, students in the gifted and talented program, and the community.

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:

1. The establishment of a gifted and talented program by the District; and
2. That the District's program is consistent with the state plan for gifted and talented students.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Safe Schools Data

The Superintendent ~~or designee~~ shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD];~~;~~ and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while ~~in~~ ~~or on the premises~~grounds of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. ~~Aggravated Assault resulting in bodily injury or aggravated assault on someone other than a District employee or volunteer;~~
 - e. Sexual assault or aggravated sexual assault against someone other than a District employee; or volunteer;
 - f. Aggravated robbery; ~~or;~~
 - a. Continuous sexual abuse of a young child or children.

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options~~above~~ or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the ~~premises~~~~grounds~~ of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent ~~or designee~~ an application for transfer. The Superintendent ~~or designee~~ shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see [See also FDA and FDB.]]

**Tuberculosis
Screening**

All students entering District schools for the first time in any grade shall provide evidence of having received a tuberculosis screening in accordance with regional and county health department guidelines.

**Required Medical
Clearance**

**Prior to participating
in a designated
University
Interscholastic
League (UIL)
program or other
District**

**extracurricular
program identified
by the
Superintendent, a
student UIL
Participation**

~~A student desiring to participate in the UIL athletic program~~ shall undergo a physical examination in accordance with the required schedule established by the UIL and shall submit a statement from an authorized health-care provider indicating that the student has been examined and ~~medically cleared~~ ~~is physically able~~ to participate in the ~~athletic~~ program. In years that a physical examination is not required, the student shall complete a medical appraisal form. A student may be required to have a physical examination based on answers to the appraisal form.

The District may provide additional screening as District and community resources permit.

Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.

Notice of Lice

A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law. The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.

Comprehensive System

The Superintendent ~~or designee~~ shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The Superintendent is custodian of all records for currently enrolled students. The Superintendent is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by a grade placement committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or

reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.

1. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

- ~~1.5.~~ Working with the student;
- ~~2.6.~~ Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
- ~~3.7.~~ Compiling statistical data;
- ~~4.8.~~ Reviewing an education record to fulfill the official's professional responsibility; or

5-9. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the ~~timelinetime line~~ provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation]~~REQUIRED DOCUMENTATION~~ The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education administration building.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and

STUDENT RECORDS

FL
(LOCAL)

2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes—all District publications and announcements—directory information shall include student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; weight and height of members of athletic teams; enrollment status; and student identification numbers or identifiers that cannot be used alone to gain access to electronic education records.

All Other Purposes

For all other purposes, directory information shall include student name.

**Charging for
Personnel Time**

As authorized by law, the District shall charge a ~~requester~~requester for additional personnel time spent producing information for the ~~requester~~requester after personnel of the District have collectively spent:

1. 36 hours of time during the District's fiscal year; or
1. 15 hours of time during a one-month period.

**Suspension of
Public Information
Act During
Catastrophe**

2. In the event of a catastrophe, as defined by law, affecting the District, the Board delegates to the Superintendent the authority to suspend the applicability of Government Code Chapter 552 to the District for the period of time permitted by law and provide the required notices to the attorney general and public. The Board shall approve any extension of an initial suspension period.

COMMUNITY RELATIONS
CONDUCT ON SCHOOL PREMISES

GKA
(LOCAL)

**Access to District
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or
Exclusion under
Education Code
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and
E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not ~~loaded and not~~ in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Beeville ISD
BOARD OF TRUSTEES

Date: December 19, 2018 Presented By: Dr. Puig
Renewal of Membership in Walsh
Subject: Gallegos' Retainer Program Related Page(s): 11

Action

BACKGROUND INFORMATION:

The Law Firm of Walsh, Gallegos, Trevino, Russo & Kyle, P.C. continues to provide efficient and high level of support to the District. The administration is again requesting the District renew the retainer agreement with this firm. The retainer agreement and services provided are included for your information.

RECOMMENDATION:

Approval

BOARD ACTION REQUIRED: Sample Motion

I move the Board approve the Renewal of Membership Walsh, Gallegos, Trevino, Russo & Kyle, P.C.'s Retainer Program.

November 1, 2019

BEEVILLE I.S.D.
NOV 07 2019
OFFICE OF THE
SUPERINTENDENT

VIA FIRST CLASS MAIL

Dr. Marc A. Puig
Superintendent
Beeville ISD
201 N. Saint Mary's St.
Beeville, Texas 78102

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Dr. Puig:

It is our privilege to serve Beeville Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on December 1, 2019, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 12/1/2019 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "Time Out with Walsh Gallegos,"
- A free subscription to our monthly special education newsletter "This Just In," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Beeville Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (local) which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 252-3405.

Sincerely,



Joey W. Moore

JWM/glo
Enclosures

cc: Mr. Kevin Behr, Board President
Ms. Rosario Zambrano, Director of Special Education



WALSH GALLEGOS
TREVIÑO RUSSO & KYLE P.C.

**LEGAL SERVICES RETAINER AGREEMENT
FOR BEEVILLE INDEPENDENT SCHOOL DISTRICT**

The Beeville Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Treviño Russo & Kyle P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with HB 89: The Law Firm does not boycott Israel and will not boycott Israel during the term of this contract.

7. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.

BEEVILLE INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

(Print Name)

(Title)

(Date)

WALSH GALLEGOS TREVIÑO RUSSO & KYLE P.C.



By: _____
Joe A. De Los Santos
Managing Shareholder

11/1/2019
(Date)



WALSH GALLEGOS
TREVIÑO RUSSO & KYLE P.C.

Program for EFT/ACH Payments

Walsh Gallegos Trevino Russo & Kyle P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment--instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to WA-EFT@wabsa.com or call Lisa González at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.



WALSH GALLEGOS
TREVINO RUSSO & KYLE P.C.

FEE SCHEDULE AS OF JULY 16, 2016
LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$220/hour for associates licensed less than one year, \$230/hour for associates licensed one to two years, \$275/hour for associates licensed over two years, or \$295/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

Please note that our rates will be increasing on July 16, 2019 and the reduced rates for retainer clients will be \$230 per hour for associates licensed less than one year, \$240 per hour for associates licensed one to two years, \$295 per hour for associates licensed over two years, and \$315 per hour for shareholders. This is our first rate increase since 2016.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of construction documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of \$220/hour for associates licensed less than one year, \$230/hour for associates licensed one to two years, \$295/hour for associates licensed over two years, or \$315/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

As of July 16, 2019, our non-retainer rates will be increasing to \$230 per hour for associates licensed less than one year, \$240 per hour for associates licensed one to two years, \$315 per hour for associates licensed over two years, and \$335 per hour for shareholders.



WALSH GALLEGOS
TREVINO RUSSO & KYLE P.C.

BENEFITS OF THE RETAINER PROGRAM

1. **FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10 free hours of telephone consultation. That is a \$2,800 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Amarillo (800) 622-6864
- Albuquerque (800) 771-6864

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.
3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

- (1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and
- (2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you designate) to help keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- Information about Chapter 313 of the Texas Tax Code
- New TEA rules regarding appealing ejections from school property
- A Fifth Circuit Decision emphasizing the importance of training staff
- IRS penalties for ACA reporting violations
- Information about the Digital Millennium Copyright Act and how to limit your District's liability
- What the repeal of TEC 29.007 means for Shared Services Arrangements

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
- Interactive Student Code of Conduct
 - Discipline Guide for DAEP & Expulsion
 - Administrator's Anti-Bullying Toolkit
7. **ONE FREE AUDIO CONFERENCE:** Our retainer clients are also eligible for one free audio conference of the District's choice, to be selected from our published audio conference schedule. Our audio conferences provide excellent training for school administrators without having to leave the district.



WALSH GALLEGOS
TREVINO RUSSO & KYLE P.C.

BEEVILLE ISD E-MAIL UPDATE FORM

The Walsh Gallegos E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Gallegos.

Below is the list of personnel and/or Board of Trustees that are currently in our system. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

<u>Name</u>	<u>Title</u>	<u>E-mail</u>
Dr. Marc A. Puig	Superintendent	mpuig@beevilleisd.net
Ms. Leticia Munoz	Board President	lmunoz@beevilleisd.net
Ms. Theresa Servellon	Assistant Superintendent	tservellon@beevilleisd.net

Attach additional sheets if necessary. Please return this form to Client Services. If you have any questions or need additional information, please contact Client Services at (800) 252-3405.

VIA FAX
(512) 467-9318

VIA MAIL
Client Services
Walsh Gallegos
P.O. Box 2156
Austin, TX 78768

VIA E-MAIL
info@wabsa.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2019-550983

Date Filed:
 10/14/2019

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Walsh Gallegos Trevino Russo & Kyle P.C.
 Austin, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 02050
 Legal Services Retainer Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walsh, Jim	Austin, TX United States	X	
	Gallegos, Elena	Austin, TX United States	X	
	Trevino, Oscar	Austin, TX United States	X	
	Kyle, Paige	Austin, TX United States	X	

5 Check only if there is NO Interested Party.

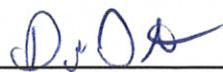
6 UNSWORN DECLARATION

My name is Diana Stangl, and my date of birth is 9/29/1957.

My address is 2603 Tip Cove, Austin, TX, 78704, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 17th day of October, 2019.
(month) (year)



 Signature of authorized agent of contracting business entity
 (Declarant)