



**Regular Meeting Agenda
Thursday, September 9, 2021
LEO Conference Center
300 S. West Dr.
Leander, TX 78641
6:15 PM**

COVID Stage Red Board Meeting Health and Safety Protocols are available at <https://bit.ly/3h040Pz>.

Doors will open to the public at 5:30 PM.

Members of the public may access this meeting via live stream at https://youtu.be/c_kRhUhStgE. Please note, this link will not be active until approximately 5 minutes before the scheduled meeting time.

Citizens wishing to address the Board of Trustees may do so in-person at the meeting location noted on the agenda. In order to address the Board, individuals must sign up between 4:30 and 6:00 PM on the day of the meeting. Individuals are encouraged to sign up online at <https://bit.ly/2VcrUPW>; however, hardcopy sign up forms will be available between 5:30 and 6:00 PM at the meeting location.

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on September 3, 2021, at 4:00 PM.

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

- 1. CALL TO ORDER AND DECLARATION OF QUORUM**
- 2. OPENING CEREMONY**
 - A. Pledge of Allegiance
 - B. Moment of Silence
- 3. COMMUNICATIONS / ANNOUNCEMENTS**
 - A. Superintendent Remarks
 - B. Board Member Remarks
 - 1. Committee Updates 3
- 4. CITIZEN COMMENTS (*See the notes at the top of the agenda for instructions on how to sign up and details regarding speaking.*)**
- 5. CONSENT AGENDA**
 - A. Consider Approval of Texas State University Teacher Fellows Program Contract 4
 - B. Consider Approval to Grant Adjunct Staff Member Status - Williamson and Travis County 13
 - C. Consider Approval of Remote Conferencing/Remote Homebound Waivers 23
 - D. Consider Adoption of the Travis County Juvenile Justice Alternative Education Program Memorandum of Understanding 24
 - E. Consider Approval of Williamson County Joint Election Agreement and Contract for Election Services 45
 - F. Consider Approval of Board Policy EIE(LOCAL) 57
 - G. Consider Approval of the Superintendent's Professional Education Organization Membership Fees 62
- 6. SUPERINTENDENT'S REPORT 63**

| | |
|---|----|
| 7. DISCUSSION / ACTION ITEMS | |
| A. STUDENT EXPERIENCE | |
| 1. Review COVID-19 Health and Safety Protocols and Discuss the August 23, 2021 Resolution Regarding Same | 71 |
| B. GOVERNANCE | |
| 1. Discuss Board of Trustee Operating Procedures | 75 |
| C. OPERATIONS | |
| 1. Discussion of a Resolution Nominating an Individual to the Williamson Central Appraisal District Board of Directors | 76 |
| 2. Update on Additional FTEs for 2021-2022 | 90 |
| 3. General Construction Update | 91 |
| 8. CLOSED SESSION | |
| A. Texas Government Code 551.071: consultation with attorney regarding, pending or contemplated litigation, and/or attorney client privileged matter | |
| B. Texas Government Code 551.074: deliberation regarding resignations, terminations, employment, reassignments, duties, and evaluation of personnel and public officers | |
| C. Texas Government Code 551.0821: deliberation regarding matters whereby personally identifiable information regarding one or more students will be disclosed | |
| D. Texas Government Code 551.074: deliberation and consideration of employment of Bush Elementary School Principal | |
| E. Texas Government Code 551.074: Superintendent Summative Evaluation | |
| 9. ACTION PURSUANT TO CLOSED SESSION | |
| A. Consider Approval of Teacher and Administrator Contracts | |
| B. Consider Employment of Bush Elementary School Principal | |
| 10. BOARD MEETING DEBRIEF | |
| 11. ADJOURNMENT | |

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

Board Member Representation on Committees & Boards

LISD administrative committees on which Board Members currently serve:

- Board Operating Procedures Review Committee: Trish Bode and Anna Smith
- Community Based Accountability System Committee: Aaron Johnson, Christine Mauer and Anna Smith
- Community Curriculum Advisory Committee (CCAC): Gloria Gonzales-Dholakia and Elexis Grimes
- Equity and Diversity Advisory Committee: Gloria Gonzales-Dholakia and Christine Mauer
- Legislative Committee: Trish Bode, Elexis Grimes, Anna Smith
- Policy Review Committee: Aaron Johnson, Gloria Gonzales-Dholakia, Elexis Grimes
- School Health Advisory Committee (SHAC): Aaron Johnson
- School Safety and Security Committee (*Board President and one additional Board member required*): Board President Trish Bode and Elexis Grimes
- Strategic Planning Committee: Aaron Johnson, Anna Smith

Non-LISD committees/boards on which LISD Board members represent the District:

- City of Austin Regional Affordability Committee: Anna Smith
- City of Cedar Park Key 6: LISD Board President
- City of Leander Key 6: LISD Board President
- LEEF Board Ex-Officio Director: Elexis Grimes

Although not a committee, the Board's liaison to the Internal Auditor is Anna Smith.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

| | |
|-----------------------------------|---|
| Agenda Item: | Consider Approval of Texas State University Teacher Fellows Program Contract |
| Purpose (this meeting): | <input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested |
| Administrator Responsible: | Karie Lynn McSpadden |
| Attachments: | Texas State University Teacher Fellows Program MOU Texas State University Teacher Fellows Program Responsibility Agreement |

Background Information:

The Texas State University Teacher Fellows Program specializes in mentoring new teachers. Each beginning teacher that is placed in Leander ISD will be immersed in classroom teaching while completing a M.Ed. in Elementary Education at Texas State University. The program provides an integrated curriculum focused on research-based instructional practices, teacher action research, project-based learning, and performance assessment. LISD provides a mentor teacher.

Leander ISD has been involved with the Teacher Fellows program from the program's inception and the program has provided the District with a number of very skilled instructors. The district pays the equivalent of two beginning teachers' salaries plus two teacher mentor's teaching salary. The program provides cohorts of three first-year teachers who are working on their Master's degrees. Two cohorts will be placed in LISD for the 2021-22 school year; three teachers will be at Larkspur Elementary, and three teachers will be at Pleasant Hill Elementary.

| Texas State Teacher Fellows Program Cost Comparison | |
|---|--|
| With Texas State Teacher Fellows Program | Without Texas State Teacher Fellows Program |
| 6 Texas State Teacher Fellows @ \$19,200 = \$115,200 2 Mentor Teachers @ \$55,284 = \$110,568 Total: \$225,768 | 8 Classroom Teachers @ \$55,284 Total: \$442,272 |
| Total Savings w/Texas Teacher Fellows: \$216,504 | |

Administrative Recommendation:

The administration recommends accepting the Texas State University Teacher Fellows Program Agreement as presented

Sample Motion:

I move to accept the Texas State University Teacher Fellows Program Agreement as presented.

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

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

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

I

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

II

TxState agrees to:

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

III

The Teacher Fellow agrees to:

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

IV

The Faculty Exchange Teacher agrees to:

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

V

The school district agrees to:

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

VI

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

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

VII

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

Signatures

President, Board of Trustees

Date

Superintendent

Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Date

Jawra Duhon

TxState Teacher Fellows Representative

Date
7/20/21

Date

Exchange Teacher

Date

Blende M. [unclear]

Exchange Teacher

Date
7/20/21

Date

[Signature]

Exchange Teacher

Date
7/20/21

Date

TxState Teacher Fellow

Date

Kelci Stepmey

TxState Teacher Fellow

Date
7/20/21

Date

Taylor Seibel

TxState Teacher Fellow

Date
7/20/21

Date

TxState Teacher Fellow

Date

Mollie Sanford

TxState Teacher Fellow

Date
7/20/2021

Date

Taylor Williams

TxState Teacher Fellow

Date
7/20/2021

Date

TxState Teacher Fellow

Date

Jamie Hart

TxState Teacher Fellow

Date
7/20/21

Date

Teacher Fellows Program Responsibility Agreement

This Agreement, dated the 20th day of July, 2021, is between Texas State University (TxState) and **Leander ISD (also referred to herein as either the Party or Parties)**.

1. Background

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

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

2. Agreement

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

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

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

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

3. Payment

3.01 **Leander ISD** will pay TxState TWO HUNDRED THOUSAND TWENTY-FOUR DOLLARS (\$224,000.00) in two installments of ONE HUNDRED TWELVE THOUSAND DOLLARS (\$112,000.00) each. The first installment is due on or before **September 15, 2021**. The second installment is due on or before **February 15, 2022**. This payment is for two cohort(s) in **Leander ISD**.

Table for Teacher Fellows Program 2021-2022
Leander ISD

| # of Cohorts | Beginning Teacher Salary (based on 20-21 Salary Schedule) | Total per Cohort |
|--------------|--|------------------|
| 1 | \$56,000 x 2 = | \$112,000.00 |
| 2 | \$56,000 x 2 = | \$112,000.00 |
| | Total for district | \$224,000.00 |

4. Term

4.01. This Agreement will begin on **July 31, 2021** and end on **July 31, 2022** unless sooner terminated as provided below.

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

5. General Provisions

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

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

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

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

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

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

Signatures

President, Board of Trustees

Date

Superintendent

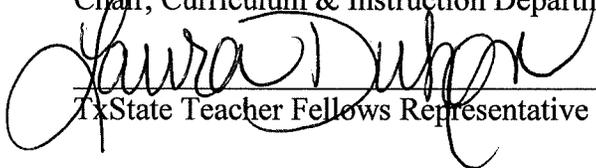
Date

Dean of College of Education, Texas State University

Date

Chair, Curriculum & Instruction Department

Date



TxState Teacher Fellows Representative

7/20/21

Date

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

| | |
|-----------------------------------|---|
| Agenda Item: | Consider Approval to Grant Adjunct Staff Member Status – Williamson and Travis County |
| Purpose (this meeting): | <input type="checkbox"/> Discussion Item/Report Only <input checked="" type="checkbox"/> Action Requested |
| Administrator Responsible: | Karie Lynn McSpadden |
| Attachments: | Texas A&M AgriLife Extension Letter – Williamson County Adjunct Faculty Status Resolution – Williamson County Adjunct Faculty Status Memo – Williamson County Adjunct Faculty Status Agreement – Williamson County Texas A&M AgriLife Extension Letter – Travis County Adjunct Faculty Status Resolution – Travis County Adjunct Faculty Status Agreement – Travis County |

Background Information:

An amendment to the 19 Texas Administrative Code Section 129.21 allows public school students to be considered “in attendance” when participating in off-campus activities with an adjunct staff member of the school district. On an annual basis we ask for Board approval of this item.

A student not actually on campus at the time attendance is taken may be considered in attendance for Foundation School Program purposes. The amendment allows for a student participating in an activity, which is approved by the local school board, and is under the direction of a member of the professional staff of the school district, or an adjunct staff member who has a minimum of a bachelor’s degree and is eligible for participation in the Teacher Retirement System of Texas.

Also, in the past the Commissioner of Education approved organizations that could be considered extracurricular. Recent changes have moved that responsibility to local school boards. The Texas Cooperative Extension is requesting that 4-H be approved by the Board as an extracurricular activity.

Administrative Recommendation:

The administration recommends granting adjunct staff member status for Williamson and Travis County Extension Faculty, and approve 4-H as an extracurricular activity as presented.

Sample Motion:

I move that the Board grant adjunct staff member status for Williamson and Travis County Extension Faculty, and approve 4-H as an extracurricular activity per the attached memos.

Williamson COUNTY EXTENSION SERVICE

TEXAS A&M
AGRI LIFE
 EXTENSION

Date 8-11-2021

Leander Independent School District
 P.O. Box 218
 Leander, TX 78646-0218

To Whom It May Concern:

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

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

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

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

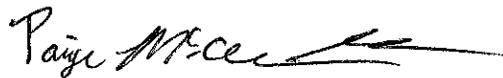
(B) is eligible for participation in the Teacher Retirement System of Texas.

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

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

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

Sincerely,



Paige McClellan
 County Extension Agent 4-H and
 Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

Williamson County Extension Office 100 Wilco Way Suite AG 201 | Georgetown, Texas 78626
<http://texas4-h.tamu.edu> | Tel. 512.943.3300 | Fax. 512.943.3301

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

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

Leander Independent School District

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

WILLIAMSON

County Texas 4-H Organization as approved for recognition and eligible
for extracurricular status consideration under 19 Texas Administrative Code,
Chapter 76.1, pertaining to extracurricular activities.

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

Texas A&M AgriLife Extension
will request academic eligibility for all 4-H competitive activities,
regardless if a school absence is or is not required, and
for non-competitive purposes when an absence is required.

Approved this _____ day of _____, 20_____.

Board of Trustee

Superintendent

Williamson COUNTY EXTENSION SERVICE

TEXAS A&M
AGRI LIFE
 EXTENSION

Date 8-11-2021

Leander Independent School District
 P.O. Box 218
 Leander, TX 78646-0218

To Whom It May Concern:

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

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

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

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

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

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

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

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

Sincerely,



Paige McClellan
 County Extension Agent 4-H and
 Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

Williamson County Extension Office 100 Wilco Way Suite AG 201 | Georgetown, Texas 78626
<http://texas4-h.tamu.edu> | Tel. 512.943.3300 | Fax. 512.943.3301

ADJUNCT FACULTY REQUEST

THE STATE OF TEXAS
COUNTY OF Williamson

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

Upon consideration and vote of _____ in favor, _____ is hereby named as adjunct faculty member(s) of the Leander Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 15 day of August, 20 21 and remain in effect until the 14 day of August, 20 22.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

| NAME | TITLE | DEGREE | INSTITUTION | DATE |
|------------------|---------------------------------|--------|----------------------------|----------|
| Kate Whitney | Horticulture Agent | BA/MS | Texas A&M University | Aug 2017 |
| Shelley Franklin | Natural Resources Agent | BA/Med | West Texas A&M | May 2020 |
| Paige McClellan | 4-H and Youth Development Agent | BS | Tarleton State University | Dec 2017 |
| LeAnne Raborn | BLT Agent | BS/Med | Texas State University | May 2018 |
| Gary Pastushok | Ag Agent | BS/MS | University of Saskatchewan | May 1982 |

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Leander Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 8 or Williamson County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

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

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

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

Signed this _____ day of _____, 2021.

_____ Independent School District

By: _____



August 24, 2021

Texas A&M AgriLife Extension, Travis County
1600-B Smith Road
Austin, Texas 78721

Dr. Bruce Gearing
Superintendent, Leander Independent School District
204 W. South Street P.O. Box 218
Leander, TX 78646-0218

Dear Dr. Gearing:

On behalf of the 4-H members of Travis County, I hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. The enclosed resolution should be presented for consideration at the next scheduled meeting of the Board of Trustees of the Leander Independent School District.

I further request that questions regarding this resolution be directed to me in a timely manner so that I may prepare and present an appropriate response so as not to delay action on this request.

Finally, I request that a signed copy of this resolution, along with a copy of the minutes of the Board meeting approving same, be forwarded to me for my files. Thank you and the members of your Board of Trustees for your consideration of this request.

Sincerely,

Mikayla Herron
County Extension Agent, 4-H & Youth Development
Texas A&M AgriLife Extension, Travis County

Enclosure: Resolution regarding extracurricular status of Travis County 4-H

RESOLUTION
Regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the Leander Independent School District, meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Travis County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

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

Approved this _____ day of _____, 20____.

(For Board of Trustees)

(Superintendent)

ADJUNCT FACULTY AGREEMENT

THE STATE OF TEXAS
 COUNTY OF TRAVIS

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

Upon consideration and vote of _____ in favor to _____, the herein named individuals are hereby named as adjunct faculty members of the Leander Independent School District subject to the following considerations and provisions of such appointment, to wit:

1. This appointment shall commence on the first day of September, 2021 and end on the first day of June, 2022, being the end of the 2021-2022 academic year.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from Leander Independent School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
4. Adjunct faculty member shall be under the direct supervision of either the District Extension Administrator of District 10 or the Travis County Extension Director.
5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

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

| | | | | | | | |
|-------|--------------------------|--------|------------------------|---------|------------------|--------------|------------------------|
| Name: | <u>Maggie M. Johnson</u> | Title: | <u>County Director</u> | Degree: | <u>BS/MS</u> | Institution: | <u>TAMU - K</u> |
| Name: | <u>Daphne Richards</u> | Title: | <u>Horticulture</u> | Degree: | <u>BS/MS</u> | Institution: | <u>TAMU</u> |
| Name: | <u>Noel Troxclair</u> | Title: | <u>ANR</u> | Degree: | <u>BS/MS/PhD</u> | Institution: | <u>Purdue</u> |
| Name: | <u>Wizzie Brown</u> | Title: | <u>IPM</u> | Degree: | <u>BS/MS</u> | Institution: | <u>TAMU</u> |
| Name: | <u>Sonia Coyle</u> | Title: | <u>FCH</u> | Degree: | <u>BS/MS</u> | Institution: | <u>Baylor</u> |
| Name: | <u>Crystal Wiltz</u> | Title: | <u>CEP FCH</u> | Degree: | <u>BS/MS</u> | Institution: | <u>TAMU</u> |
| Name: | <u>Oscar Zamora</u> | Title: | <u>EFNEP</u> | Degree: | <u>BS/MS</u> | Institution: | <u>UT RGV</u> |
| Name: | <u>Mikayla Herron</u> | Title: | <u>4-H</u> | Degree: | <u>BS</u> | Institution: | <u>TAMU</u> |
| Name: | <u>Alicia Ford</u> | Title: | <u>Urban Youth Dev</u> | Degree: | <u>BS</u> | Institution: | <u>U Northern Iowa</u> |
| Name: | <u>Nathan Tucker</u> | Title: | <u>CEP 4-H</u> | Degree: | <u>BS/MS</u> | Institution: | <u>Oklahoma</u> |

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

This appointment of the herein named Travis County Extension Agents is not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Leander Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2021

By: _____
Leander Independent School District

Adjunct Faculty Appointment Accepted By:

Approved:

County Extension Agent

District Extension Administrator, District 10
Texas A&M AgriLife Extension Service

County Extension Agent

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Consider Approval of Remote Conferencing/Remote Homebound Waivers
Purpose (this meeting): Discussion Item/Report Only Action Requested
Action Requested (future meeting): September 9, 2021
Administrator Responsible: Kimberly Waltmon

Background Information:

The LISD administration is seeking the board's approval to submit waivers to Texas Education Agency (TEA) to provide educational services remotely to 23 students who have medical needs impairing their ability to attend school in person due to the COVID-19 pandemic. Based on recommendations from Admission, Review, Dismissal (ARD) or Section 504 committees, individual waivers will be submitted for each student in one of three areas:

- Special Education Remote Conferencing: 12 students be given a full remote conferencing option so that they can fully participate in their coursework.
- Special Education Remote Homebound Instruction: Three students be given a remote homebound option so that they can be supported in their coursework at their appropriate level given their needs.
- General Education Remote Conferencing for students serviced with a 504 plan: Eight students will be given a full remote conferencing option beyond the 20-day limit, currently allowed by TEA, so that they can fully participate in their coursework.

Administrative Recommendation:

Administration recommends the board of trustees allow administration to seek waivers from TEA to request that remote conferencing instruction be provided to 12 students served in special education, 8 students served in general education with recommendation from the Section 504 Committee, and 3 additional special education students that require virtual homebound support.

Sample Motion:

I move to allow LISD administration to seek waivers from TEA for the provision of remote instruction or remote homebound instruction to 23 students served in either Special Education in accordance with an ARD committee decision or per a General Education Section 504 committee referral.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Consider Adoption of the Travis County Juvenile Justice Alternative Education Program Memorandum of Understanding

Purpose (this meeting): Discussion Item/Report Only Action Requested

Administrator Responsible: John Graham, Bryan Miller

Attachments: Travis County JJAEP MOU (SY2021-22) FINAL DRAFT (Highlighted)

Background Information:

Attached is the 2021-2022 Memorandum of Understanding (MOU) with the Travis County Juvenile Justice Alternative Education Program (JJAEP). From September 1, 2020 to August 31, 2021, the total number of students expelled to Travis County Core/JJAEP was zero. Changes from last year's MOU are highlighted in yellow.

Administrative Recommendation:

The Administration recommends that the Board of Trustees review and adopt the 2021-2022 Memorandum of Understanding with the Travis County Juvenile Justice Alternative Education Program.

Sample Motion:

I move that the Board adopt the 2021-2022 Memorandum of Understanding between the Travis County Juvenile Justice Alternative Education Program and the District as presented.

**MEMORANDUM OF UNDERSTANDING
FOR THE
JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE
OF TRAVIS COUNTY**

This Memorandum of Understanding ("Agreement") is an Interlocal Agreement entered into pursuant to Texas Education Code, Chapter 37 and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is entered into to be effective the **1st day of September, 2021**, between **Travis County**, the **Travis County Juvenile Board** ("TCJB"), and the following educational entities: **Austin** Independent School District, **Del Valle** Independent School District, **Eanes** Independent School District, **Lake Travis** Independent School District, **Lago Vista** Independent School District, **Leander** Independent School District, **Manor** Independent School District, **Pflugerville** Independent School District, and **Round Rock** Independent School District (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

RECITALS:

WHEREAS:

(1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a Memorandum of Understanding with the ISDs establishing a Juvenile Justice Alternative Education Program ("JJAEP"); and

(2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and

(3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code, Chapter 37; and

(4) The Participants desire to create and operate the JJAEP Co-Op pursuant to Chapter 37 of the Texas Education Code and this Agreement; and

(5) The Participants further desire to define and create the duties and responsibilities of the Participants, and to set forth herein the methods by which the Participants shall fund, govern and establish the JJAEP Co-Op; and

(6) The Participant ISDs recognize that the Texas Legislature has appropriated certain funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Sec. 37.011(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The Participant ISDs recognize that for purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the JJAEP shall be reported as if the student were enrolled in an Alternative Education Program of the student's home district and the participating home district of each student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all average daily attendance funding entitlements generated from such data shall also remain with the home district, unless otherwise provided by law or regulation of the Texas Education Agency. However, students expelled as "mandatory" placements shall be counted as "ineligible" for attendance counting purposes in the home district; and

(9) The relationship between the Participants necessitates this Interlocal Agreement.

NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:

SECTION ONE: DEFINITIONS

For purposes of this Agreement:

1.1 "Discretionary" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "Discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f), or (i) or Sec. 37.0052.

1.1.b. "Discretionary Category II" shall mean any student who is expelled for committing an off-campus offense under Texas Education Code Sec. 37.0081(a);

1.1.c. "Discretionary Category III" shall mean any student who is a publicly Registered Sex Offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.1.d. "Discretionary Category IV" shall mean any student who meets the definitions in Sections 1.1.a-c. above and whose placement in the JJAEP would exceed a school

district's allotted discretionary placements as set forth in section 4.8(A) of this Agreement.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

1.3 "Mandatory expulsion" shall mean any student who is expelled pursuant to the provisions of Texas Education Code Sec. 37.007 (a), (d), or (e).

1.4 "Rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "Semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "Student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085 and who are under the supervision of juvenile or adult probation.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. A student may be expelled and placed in the JJAEP if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior despite documented behavioral interventions. Serious misbehavior, as defined by Texas Education Code 37.007(c), means:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or
- (4) Conduct that constitutes the offense of:
 - (A) Public lewdness under Section 21.07, Texas Penal Code;

- (B) Indecent exposure under Section 21.08, Texas Penal Code;
- (C) Criminal mischief under Section 28.03, Texas Penal Code;
- (D) Personal hazing under Section 37.152, Texas Education Code; or
- (E) Harassment under Section 42.07(a)(1), Texas Penal Code, of a student or district employee.

SECTION THREE: GOVERNANCE OF JJAEP CO-OP

3.1 Composition of Governing Body - The JJAEP shall operate as a function of Travis County and the TCJB, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than Travis County and the TCJB.

3.2 Executive Committee - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB (Chief Juvenile Probation Officer or designee), each to be appointed by their respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Executive Committee shall be filled by appointment by the governing body represented thereby.

The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 Quorum and Voting - Four (4) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair - At the initial meeting of the Executive Committee, and thereafter annually, the Executive Committee shall select from its membership a Chair by the affirmative vote of a majority of the members. The Chair shall prepare the agenda, preside over the meetings of the Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and reports of the Executive Committee, and shall generally assist the Chair and shall have such powers and perform such duties and services as shall from time to time be delegated to him or her by the Chair.

3.7 The Chair shall serve in his or her respective capacities until tendering written

resignation(s) or until replacement by a majority vote of the members of the Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 Meetings - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.10 Notice of Meeting - Written notice of the regular meetings of the Executive Committee shall be mailed, delivered or sent by electronic mail to each member not less than five (5) days prior to the date thereof. Written notice of all meetings of the Executive Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Executive Committee shall transmit to each member of the Executive Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.11 Duties - The activities of the Executive Committee shall include, but not be limited to the following:

- A. To develop and recommend proposed written operating policies to the TCJB consistent with any rules and regulations adopted by the Texas Juvenile Justice Department pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 221.002(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- B. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP Co-Op and the subsequent transition back into the school setting;
- C. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Justice Department; and

- D. To review the annual budget, actual operating costs, and cost projections for the JJAEP Co-Op.

3.12 JJAEP Co-Op Executive Committee Compensation - No member of the JJAEP Co-Op Executive Committee shall receive compensation for his or her services as a member of the Committee. Nothing herein contained shall be construed to preclude any Committee member from receiving compensation or reimbursement for expenses from the member's respective employer for serving on the Committee.

SECTION FOUR: STUDENT PLACEMENT IN JJAEP

4.1 The Participants hereto acknowledge that Texas Education Code Sec. 37.010(a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein, **in accordance with Texas Education Code Sec. 37.011**. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

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

4.3 Each ISD shall use its best efforts to notify the juvenile court in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice may be given in addition to any notice required under Texas Family Code Sec. 52.041. If the juvenile court receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall consider entering an order that the student attend the JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement who has been expelled from an ISD, and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas Family Code Sec. 52.041, shall be ordered by the juvenile court to enroll in the JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice. The information provided by the ISD for any student expelled for serious misbehavior under Texas Education Code Sec. 37.007(c), shall include documentation of the serious misbehavior and documentation of the behavioral interventions provided by the ISD prior to the expulsion.

4.5 Failure of an ISD to timely notify the juvenile court of an expulsion pursuant to Texas Family Code Sec. 52.041 shall result in the student's duty to continue attending the school

district's educational program, which shall be provided to that student until such time as the notification to the juvenile court is properly made.

4.6 The juvenile court shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the juvenile court ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court shall consider entering an order that the student immediately begin attending the JJAEP Co-Op pending resolution of the disciplinary action, including any expulsion hearings, at the ISD.

4.7 It is the intent of the Participants hereto that for each expelled student who is placed in the JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. In an effort to support a student's successful transition from the JJAEP, the ISDs agree that a student's JJAEP placement shall terminate at the end of the home school district's grading period, except that any placement shall have a term of no less than 30 school days, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 or Section 4.10 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program. In an effort to facilitate the required transition meeting between JJAEP and the home school district, a student may remain enrolled in the JJAEP for up to one week (7 calendar days) in the event that a student's term of probation or pre-trial supervision ends before the term of expulsion expires. The JJAEP is responsible for ensuring the transition meeting is scheduled at the earliest possible date.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four (4) discretionary students in the JJAEP Co-Op at the same time during the school year.

Any district that exceeds four (4) discretionary enrollments at the same time will be billed in accordance with Section 9.1.b. of this Agreement. These students must meet the definitions of Discretionary Category I, II, III or IV students, as set forth by Section 1.1 of this Agreement.

- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.
- C. Discretionary students will not be accepted into the JJAEP if the student is seventeen (17) years of age or older, and not under the jurisdiction of the juvenile court.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to accommodate the additional mandatory expulsion student. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

In the event the JJAEP has reached maximum capacity and a school district with fewer than four (4) discretionary placements refers a student for placement based on a discretionary offense, the JJAEP Manager will identify any district(s) with more than four (4) discretionary student placements and determine which discretionary student(s) from these districts must be dismissed from the JJAEP to accommodate the referral from the district with fewer than four (4) discretionary placements. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "Discretionary Category II" student for a felony offense under Texas Education Code Sec. 37.0081(a) shall be returned to the student's home ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense;
- b. The student is acquitted;
- c. The student completes the term of placement;
- d. The student is assigned to another program; or
- e. The student graduates from high school.

4.10 A student who is assigned to the JJAEP for engaging in serious misbehavior, as defined by and pursuant to Texas Education Code Sec. 37.007(c) will be returned to the sending ISD upon the completion of the semester or, in circumstances when the student is expelled within 6 weeks of the end of a semester, the completion of the following semester, unless otherwise returned earlier by expiration of the term of the expulsion or by other mutual agreement.

SECTION FIVE: LIAISON

5.1 Each ISD shall notify the juvenile court in writing of its designated Liaison. Each Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. Such facilities and staffing may be provided under a separate agreement with one or more ISDs or a third-party provider. It is contemplated by the Participants that the facilities, staffing, services and other requirements of the JJAEP Co-Op will be fully operational to the extent of this Agreement no later than the first day of school in each year in which this Agreement continues in force and effect. The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

SECTION SEVEN: TRANSPORTATION

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS

8.1 The governing body of each Participant finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. In the absence of parental consent, the juvenile court with jurisdiction over a student receiving educational services under this Agreement shall consider authorizing the entities providing services to such student to release appropriate juvenile, educational, diagnostic, treatment or other records as appropriate to permit the consistent provision of services to the student, as provided under Texas Family Code Sec. 58.0051 and 58.0052.

8.2 All student education records specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant, or JJAEP Co-Op with a legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP Co-Op.

- 8.3 Each ISD shall be responsible for providing the JJAEP the following educational records prior to the student's admission to the JJAEP:
- a. Grades and transcript (current and immediately preceding semester)
 - b. Current student schedule
 - c. Attendance for the immediately preceding semester
 - d. Behavior referrals for the immediately preceding semester
 - e. Student's Texas Unique ID Number (TSDS #)
 - f. PEIMS ID
 - g. Immunization records
 - h. Special Education assessments, if applicable
 - i. Special Education plans, including ARD, IEP, BIP, or 504 information, if applicable
 - j. Manifestation Determination Review documentation, if applicable
 - k. LPAC-ELL documentation, if applicable
 - l. Home language survey
 - m. School lunch eligibility
 - n. Current information related to state-mandated assessments
 - o. Expulsion letter

SECTION NINE: FUNDING FOR JJAEP CO-OP

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Justice Department for mandatory expulsion students for each day a "Discretionary Category I" student expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i); or a "discretionary category III" student

placed as a publicly Registered Sex Offender pursuant to Texas Education Code Chapter 37, Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. Daily Rate for Discretionary Category II and IV Students - The ISDs will be billed a daily rate based on the actual operational costs, as determined by the TCJB based on the Board's annual audit, for each day a "Discretionary Category II" student expelled for a felony pursuant to Texas Education Code Sec. 37.0081 or a "Discretionary Category IV" student is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2021-2022 will be set by the TCJB at their duly noticed meeting in August 2021, and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds - If any portion of the funds paid by the ISDs hereunder remain unused at the end of **the term of this Agreement**, such funds shall become rollover funds for the following year and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 Maintenance of Depository Account - Travis County shall place all funds received hereunder in a fully insured depository account, or other secured account, as required by law. Funds received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

9.4 Accounting - Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 Billing - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 Audit - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 Budget - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

SECTION TEN: SPECIAL SERVICES

10.1 The TCJB shall be responsible for providing any educational and support services

that are provided to all students in a general education setting. The referring ISD is responsible for providing any education and support services beyond the general educational curriculum and general education setting that are required to comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act of 1990 (“ADA”), Individuals with Disabilities Education Act (“IDEA”), and Title VI of the Civil Rights Act of 1964. The ISD in which a student resides shall provide and fund any services specified in the Individualized Education Plan (IEP), 504 Plan, and Language Proficiency Assessment Committee (LPAC) Report that fall outside of the general education curriculum or setting to eligible students.

10.2 TCJB and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP Co-Op. However, ultimately, the referring ISD is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP, Behavior Intervention Plan (BIP), 504 Plan, or LPAC Report are provided at the JJAEP continuously and without disruption.

10.3 Any student who commits an offense and has been identified by the ISD as having a disability may be expelled from the ISD only after a duly constituted Admission, Review, and Dismissal (“ARD”) Committee or 504 Committee determines that the alleged offense is not a manifestation of the student’s disability in accordance with applicable state and federal laws. Each ISD shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD's ARD Committee or 504 Committee meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a student who qualifies for special education or 504 services in the JJAEP Co-Op. A copy of the student’s current Special Education or 504 records must be provided to the JJAEP administrator with the notice of the meeting. The JJAEP administrator or designee may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJAEP and the implementation of the student’s IEP, BIP, or 504 Plan. The ISDs shall be responsible for scheduling and sending notices of ARD or 504 meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in these meetings. For students receiving services under the Individuals with Disabilities Education Act or Section 504, the ARD Committee or 504 Committee meetings shall satisfy the requirement for the Individual Student Services Plan transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student’s educational or behavioral needs cannot be met in the JJAEP Co-Op, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD Committee or 504 Committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD Committee or 504 Committee meeting to the extent that the meeting relates to the student’s placement or continued placement in the JJAEP Co-Op.

10.5 If a student assigned to the JJAEP is suspected of having a disability under IDEA criteria, the referring ISD’s Child Find procedure will be initiated to resolve whether an assessment

to determine eligibility is necessary. The JJAEP will assist with the completion of necessary referral documents. Any student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by the referring ISD to the extent that the JJAEP cannot provide the service and the referring ISD is notified of the need to provide the service.

10.6 The JJAEP, in collaboration with the referring ISD, must ensure that a student who is non-English speaking or who speaks English as a second language is provided English Language Learner (ELL) services and instruction appropriate to address his or her needs, as determined by a Language Proficiency Assessment Committee (LPAC). The referring ISD shall be responsible for scheduling and sending notices of LPAC meetings and any related assessments during the period of expulsion. The referring ISD shall provide reasonable written notice to the JJAEP Administrator of any LPAC meetings during the period of expulsion and will allow JJAEP representatives to attend and participate in the meetings. The referring ISDs will provide copies of the most current LPAC determinations to the JJAEP.

SECTION ELEVEN: ADMINISTRATION OF ALL REQUIRED STATE TESTING

11.1 In accordance with Texas Education Code, Section 37.011(d), state mandated assessment instruments shall be administered to all students enrolled in the JJAEP, except where such students are exempted from such testing by an ARD committee or other legal authority. The Participants agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary in order to facilitate assessment instrument administration. Prior to scheduled testing dates, the Participants will communicate regarding the most efficient method of obtaining secured testing materials for all students placed in the JJAEP. The JJAEP and ISDs will cooperate in the acquisition of such materials for students in the JJAEP. Each ISD shall provide to the JJAEP Administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the JJAEP.

SECTION TWELVE: EXPEDITED MAGISTRATE SYSTEM

12.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to both the Education and the Juvenile Justice Codes. The TCJB and juvenile courts will utilize their best efforts to provide a system whereby all juvenile cases related to the Travis County JJAEP can be heard by the juvenile courts as soon as practicable after the student has been expelled from the school setting. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting:

- A. The juvenile courts shall establish a procedure by which the Juvenile Probation Department Intake Division shall identify students who are eligible for placement in the JJAEP Co-Op, and notify the District Attorney when it receives a referral for an offense that may result in placement in the JJAEP Co-Op not later than the next

working day after the referral is received.

- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven (7) school days after an offense is reported to the respective school Liaison. If the student is expelled, the ISD will send to the juvenile court, not later than the second working day after the expulsion hearing, the recommendations of the Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program. The Liaison will also forward such academic and behavioral records as it may have legal authority to share with the juvenile court, or in the absence of such authority, shall forward a written report to the juvenile court relating non-confidential information that is relevant to the educational placement of the student.

SECTION THIRTEEN: ACADEMIC REVIEW AND TRANSITION

13.1 Within a reasonable period of time after admission to the JJAEP Co-Op, each student shall have an Individual Student Services Plan (“ISSP”) prepared by the ISSP transition team to meet the student’s individual academic needs. The ISSP shall be reviewed periodically, at reasonable intervals, and shall address each student’s emotional, social, and educational needs. In the case of a high school student, the ISSP shall contain a review of the student’s progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The ISSP shall be designed by the ISSP transition team and any other persons deemed appropriate by the TCJB, and shall require parental participation. For students receiving services under IDEA, no ISSP transition team review shall be required under this section.

13.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for former JJAEP Co-Op students who return to the school setting. All Participants shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

13.3 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular educational setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

SECTION FOURTEEN: TERM OF AGREEMENT

- 14.1 The initial term of this Agreement shall be for the period from the effective date of

this Agreement through August 31, 2022. This Agreement shall be automatically renewed for an additional term of one (1) year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner. This Agreement may be extended for additional terms of one (1) year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.

14.2 Any provision of the preceding Section 14.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Justice Department to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

14.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

SECTION FIFTEEN: MISCELLANEOUS

15.1 Records and Reporting Requirements - Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the Juvenile Justice Alternative Education Program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

15.2 Legal Requirements - The Participants agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

15.3 Notice - Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either: 1) delivered by hand to the party or the party's designated agent; 2) deposited in the United States mail, postage paid; 3) transmitted by telecopy; 4) transmitted by electronic mail

transmission; or 5) delivered by a reputable courier service, to the following address or telecopy number:

Austin Independent School District:

Dr. Stephanie Elizalde, Superintendent of Schools
Austin Independent School District
4000 S. I-H 35 Frontage Road
Austin, Texas 78704
512-414-2412 PHONE 512-414-1486 FAX
e-mail: superintendent@austinisd.org

Del Valle Independent School District:

Dr. Annette Tielle, Superintendent of Schools
Del Valle Independent School District
5301 Ross Road, Suite 103
Del Valle, TX 78617
512-386-3010 PHONE 512-386-3015 FAX
e-mail: annette.villerot@dvisd.net

Eanes Independent School District:

Dr. Tom Leonard, Superintendent of Schools
Eanes Independent School District
601 Camp Craft Road
Austin, TX 78746
512-732-9001 PHONE 512-732-9005 FAX
e-mail: tleonard@eanesisd.net

Lake Travis Independent School District:

Mr. Paul Norton, Superintendent of Schools
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738
512-533-6020 PHONE 512-533-6001 FAX
e-mail: nortonp@ltsidschools.org

Lago Vista Independent School District:

Mr. Darren Webb, Superintendent of Schools
Lago Vista Independent School District
P.O. Box 4929
Lago Vista, TX 78645-0001
512-267-8300 PHONE 512-267-8304 FAX
e-mail: darren_webb@lagovista.txed.net

Leander Independent School District:

Dr. Bruce Gearing, Superintendent of Schools

Leander Independent School District
P.O. Box 218
Leander, Texas 78646
512-570-0000 PHONE 512-570-0048 FAX
e-mail: superintendent@leanderisd.org

Manor Independent School District:
Dr. Andre Spencer, Superintendent of Schools
Manor Independent School District
P.O. Box 359
Manor, TX 78653
512-278-4002 PHONE 512-278-4017 FAX
e-mail: Andre.Spencer@manorisd.net

Pflugerville Independent School District:
Dr. Douglas Killian, Superintendent of Schools
Pflugerville Independent School District
1401 West Pecan Street
Pflugerville, TX 78660-2518
512-594-0000 PHONE 512-594-0011 FAX
e-mail: superintendent@pfisd.net

Round Rock Independent School District:
Dr. Hafedh Azaiez, Superintendent of Schools
Round Rock Independent School District
1311 Round Rock Avenue
Round Rock, Texas 78681
512-464-5022 PHONE 512-464-5055 FAX
e-mail: superintendent_rrisd@roundrockisd.org

Travis County Juvenile Board:
Honorable Rhonda Hurley
98th District Court
Chair, Travis County Juvenile Board
1000 Guadalupe Street, 5th Floor
Austin, Texas 78701
512- 854-9384 PHONE 512- 854-9332 FAX

Travis County:
Honorable Andy Brown, Travis County Judge

700 Lavaca, Suite 2.300
Austin, Texas 78701
512- 854-9555 PHONE 512- 854-9535 FAX
with a copy to the Travis County Attorney:

Honorable Delia Garza, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701
512- 854-9415 PHONE 512- 854-9316 FAX

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

15.4 Amendments - If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

15.5 Integration Clause - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

15.6 Partial Invalidity - If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Participants hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Participants hereto.

15.7 Non-assignability - No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Participant without the prior written consent of the other Participants hereto.

15.8 Waiver - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

15.9 Immunity - Neither Travis County, the TCJB, nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees,

and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

15.10 Available Funds - The Participants to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

15.11 Open Meetings - The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

15.12 Mediation - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute arising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

IN WITNESS THEREOF, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

APPROVED:

Honorable Rhonda Hurley
Chair, Travis County Juvenile Board

APPROVED:

Honorable Andy Brown
Travis County Judge

APPROVED:

Austin Independent School District

APPROVED:

Eanes Independent School District

APPROVED:

Lake Travis Independent School District

APPROVED:

Manor Independent School District

APPROVED:

Round Rock Independent School District

APPROVED:

Del Valle Independent School District

APPROVED:

Lago Vista Independent School District

APPROVED:

Leander Independent School District

APPROVED:

Pflugerville Independent School District

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Consider Approval of Williamson County Joint Election Agreement and Contract for Election Services

Purpose (this meeting): Discussion Item/Report Only Action Requested

Administrator Responsible: Shawn Swisher

Attachments: Williamson County Joint Election Agreement and Contract for Election Services

Background Information:

For the upcoming November 2, 2021 Bond Election, administration plans to contract with Williamson County to provide election services in the district's Williamson County jurisdiction. The terms of the new contract (attached) are essentially the same as the previous contract. The joint election agreement and contract for election services must be fully executed and returned to Williamson County by September 17.

Leander ISD's estimated share of the Williamson County November 2021 election cost has not yet been received.

As a reminder, the Board approved a Joint Elections Agreement and an Election Services Contract with Travis County in August.

Administrative Recommendation:

Administration recommends that the Board approve the Williamson County Joint Election Agreement and Contract for Election Services.

Sample Motion:

I move the Board approve the Williamson County Joint Election Agreement and Contract for Election Services.

**THE STATE OF TEXAS
COUNTY OF WILLIAMSON**

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS Joint Election Agreement and Contract for Election Services (“Contract”) is made by and between the Williamson County Elections Administrator (“Elections Administrator”) and political subdivisions (“Participating Authority” or “Participating Authorities”) located entirely or partially inside the boundaries of Williamson County. The complete list of Participating Authorities will be available after the final day to cancel an election as prescribed by the Secretary of State’s election calendar and will be listed as **Attachment A**.

This Contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint election to be held on the uniform election date of November 2, 2021, and administered by Christopher Davis, Williamson County Elections Administrator. This Contract supersedes any and all prior contracts and agreements to conduct joint elections between a Participating Authority and the Williamson County Elections Office.

RECITALS

WHEREAS, each Participating Authority listed above plans to hold an election on **November 2, 2021**;

WHEREAS, Williamson County owns an electronic voting system, the Election System and Software (ES&S) EVS 6100 voting system, which includes the DS200 precinct scanner, the DS850 central scanner and the ExpressVote ballot marking device and has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The Participating Authorities desire to use Williamson County’s electronic voting system, to compensate Williamson County for such use, and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended, and

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED, as follows:

I. ADMINISTRATION

The Participating Authorities agree to hold a “Joint Election” with Williamson County and each other in accordance with Chapter 271 of the Texas Election Code and this Contract. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this Contract. Each Participating Authority agrees to pay the Elections Administrator for equipment, programming, election personnel, supplies, services, and administrative costs as provided in this Contract. The Elections Administrator shall serve as the Election Officer for the Joint Election; however, each Participating Authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each Participating Authority as necessary.

It is understood that other political subdivisions and districts may wish to participate in the use of Williamson County’s electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this Contract. In such cases, costs shall be pro-rated among the participants according to Section XII of this Contract.

II. LEGAL DOCUMENTS

Each Participating Authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the Participating Authority’s governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot language shall be the responsibility of each Participating Authority, including providing the text in English and Spanish. Each Participating Authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. NONPERFORMANCE

The Elections Administrator will inform each Participating Authority of any problems or deficiencies in their respective performance of obligations under this contract, including but not limited to non-adherence to deadlines for requests for information of each Participating Authority by the Elections Administrator, and may set a reasonable period of time to cure or obtain adequate assurance that any such problems or deficiencies will be timely addressed and corrected. **The Participating Authority's failure to cure problems or deficiencies related to its obligations, duties, and responsibilities in accordance with all terms and conditions of this Agreement will be considered in any future contracts with Elections Administrator or Williamson County, and any Participating Authority failing to perform will reimburse Elections Administrator for any additional costs and expenses to Williamson County, including all costs associated with interference of conducting the election.**

IV. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Election Day voting locations. Voting locations shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed Election Day voting locations are listed in **Attachment B** of this Contract and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment B**.

If polling places for the November 2, 2021 Joint Election are different from the polling place(s) used by a Participating Authority in its most recent election, the Participating Authority agrees to post a notice no later than November 2, 2021 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and listing the Participating Authority's polling place names and addresses in effect for the November 2, 2021 election. This notice shall be written in both the English and Spanish languages.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Elections Administrator will recruit all election workers.

The Elections Administrator will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve and meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code and meet any requirements to serve as an Election Worker set forth by the Williamson County Commissioners Court.

The Elections Administrator shall arrange for the training and compensation of all election judges, clerks, and election personnel. The Elections Administrator shall arrange for the date, time, and place for the presiding election judges to pick up their election supplies. As set forth in Sec. 32.009 of the Texas Election Code, each presiding election judge and alternate presiding judge shall be given written notice of their appointment. The notice from the Elections Administrator will include the polling location and the number of election clerks the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Williamson County pursuant to Texas Election Code Section 32.091. The election judge, or his/her designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The compensation rates established by Williamson County are:

Early Voting – Early Voting Supervisor (\$12 an hour), Clerks (\$10 an hour)
Election Day – Presiding Judge (\$12 an hour), Alternate Judge (\$10 an hour), Clerk (\$10 an hour)

Election judges and clerks who attend voting equipment and procedures training shall be compensated at the hourly rates listed above.

The Elections Administrator may employ other personnel as necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during Early Voting and on Election Day, for the efficient tabulation of ballots at the central counting station, and for the post-election processes conducted by warehouse personnel. Part-time personnel working in support of the Early Voting Ballot Board and/or central counting station on Election Night will be compensated at the hourly rate set by Williamson County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

In accordance with Sec. 31.098 of the Texas Election Code, the Elections Administrator is authorized to contract with third persons for election services and supplies. The actual cost of such third-person services and supplies will be paid by the Elections Administrator and reimbursed by the Participating Authorities.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, Williamson County's electronic voting system and equipment, official ballots, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have a sufficient number of tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

Joint participants shall share voting equipment and supplies to the extent possible. A single ballot containing all the offices or propositions stating measures to be voted on at a particular polling place may be used in a joint election. A voter may not be permitted to select a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each Participating Authority shall furnish the Elections Administrator with a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles of offices and text in both English and Spanish languages). The Participating Authorities are required to submit information in a format or template requested by the Elections Office. Each Participating Authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each Participating Authority shall also be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions.

In the event a Participating Authority identifies an error after approval of their respective ballot proof(s), and any programming and/or audio files require changes, the Participating Authority approving the original ballot and audio proof will be responsible for the full cost of reprogramming, if required. This will include the cost of reprogramming ballot language and/or audio files for other Participating Authorities as necessary due to software limitations.

Early Voting by Personal Appearance and/or the use of Vote Centers, Texas Election Code Section 43.007, on Election Day shall be conducted exclusively on Williamson County's EVS 6100 electronic voting system. Provisional ballots will be cast on the EVS 6100 system, as well.

The Elections Administrator shall be responsible for the programming, preparation, testing, and delivery of the voting system equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks for relevant election officials, staff, and temporary workers upon hiring as required by Election Code 129.051(g).

VII. EARLY VOTING

The Participating Authorities agree to conduct joint Early Voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 , Texas Election Code. Each Participating Authority agrees to appoint the Elections Administrator's permanent county employees as Deputy Early Voting clerks. The Participating Authorities further agree that the Elections Administrator may appoint other Deputy Early Voting clerks to assist in the conduct of Early Voting as necessary, and that these additional Deputy Early Voting clerks shall be compensated at an hourly rate set by Williamson County pursuant to Section 83.052 of the Texas Election Code. Deputy Early Voting clerks who are permanent employees of the Williamson County Elections Administrator may be paid from the election services contract fund for contractual duties performed outside of normal business hours (Sec. 31.100(e), Texas Election Code).

Early Voting by personal appearance will be held at the locations, dates, and times listed in **Attachment C** of this document and may be amended. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the Participating Authorities of any changes from the locations listed in **Attachment C**. Any Williamson County qualified voter of the Joint Election may vote early by personal appearance at any one of the joint Early Voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for Early Voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for Early Voting ballots to be voted by mail received by the Participating Authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Mailing Address
Early Voting Clerk
Williamson County Elections Office
PO Box 209
Georgetown, TX 78627

Physical Location
Early Voting Clerk
301 SE Inner Loop, Suite 104
Georgetown, TX 78626

After the first day of Early Voting, the Elections Administrator shall post on the Williamson County Elections Office webpage, the Early Voting turnout by Early Voting polling location by day and a cumulative final Early Voting turnout report following the close of Early Voting.

VIII. EARLY VOTING BALLOT BOARD

Williamson County shall appoint an Early Voting Ballot Board (EVBB) to process Early Voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the Early Voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator will take the necessary steps for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this Contract.

The Counting Station Manager or an approved representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated. The Counting Station Manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of **electronic** copies at the central counting station and by posting to the Williamson County Elections Office webpage. To ensure the accuracy of reported election returns, results printed on the tapes produced by Williamson County's voting equipment will not be released to the Participating Authorities at any individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports that are necessary for compliance with Election Code Section 67.004, after all precincts have been counted and will deliver a copy of the unofficial canvass to each Participating Authority as soon as possible after all returns have been tabulated. Each Participating Authority shall be responsible for the official canvass of its respective election(s). The official canvass of election shall not take place before November 5, 2021 and no later than November 15, 2021.

The Elections Administrator will prepare the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code. Each Participating Authority agrees to upload these reports.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each Participating Authority and the Secretary of State's Office.

X. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE WILLIAMSON COUNTY

Williamson County Elections will consider conducting elections in territories outside of Williamson County on a case-by-case basis.

XI. RUNOFF ELECTIONS

Each Participating Authority shall have the option of extending the terms of this Contract through its runoff election, if applicable. In the event of such runoff election, the terms of this Contract shall automatically extend unless the Participating Authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each Participating Authority shall reserve the right to reduce the number of Early Voting locations and/or Election Day voting locations in a runoff election. If necessary, any voting changes made by a Participating Authority between the original election and the runoff election shall be submitted by the authority making the change to the United States Department of Justice for the preclearance required by the Federal Voting Rights Act of 1965, as amended.

Each Participating Authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the November 2, 2021 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each Participating Authority eligible to hold runoff elections after the November 2, 2021 Uniform Election Date agrees that the date of a necessary runoff election shall be held in accordance with the Election Code.

XII. ELECTION EXPENSES AND ALLOCATION OF COSTS

Charges. In consideration for the joint election services provided hereunder by the Elections Administrator, the Participating Authorities will be charged a share of election costs, a staffing agency fee for election workers, an administrative fee, and for the lease of voting equipment.

1. Share of Election Costs. Each Participating Authority's share of election costs will be (i) a base fee of \$1,000.00, (ii) plus a pro rata share of the total of all costs incurred by the Elections Administrator in connection with the administration of elections of other entities held at the same time as the election. The sum of the base charges from all Participating Authorities will be subtracted from the total of all costs before allocating the remaining costs to each Participating Authority. Each Participating Authority's share of the remaining (allocated) costs will be determined as follows: The number of registered voters in each individual Participating Authority will be divided by the number of all registered voters of all Participating Authorities to determine each entity's pro rata share expressed as a percentage, which will then be multiplied against each of the allocated costs (remaining costs after base charges are subtracted) as itemized on the final Total Cost report/invoice submitted to each

Participating Authority after the election. The end result will be a charge to the Participating Authority of \$1,000.00 plus the Participating Authority's allocated share of county-wide election costs not covered by the sum of all base fees received.

2. Each Participating Authority's share of the staffing agency fee for election workers will be determined on a pro rata basis. The staffing agency fee is based on a markup cost percentage of 27% of the gross wages of election workers not classified as employees of Williamson County.
3. Lease of Voting Equipment. Per Texas Election Code Section 123.032(d), the Williamson County Commissioners Court has established the following prices for leasing county-owned voting equipment:
 - \$250.00 per ExpressVote Ballot Marking Device
 - \$400.00 per DS200 Precinct Scanner;
 - \$6,000.00 per DS850 Central Count scanner to cover the duration of the election;
 - \$250.00 per electronic pollbook.

The Participating Authority's share of voting equipment costs will be determined on a pro rata basis. Leasing cost will be calculated once for the Early Voting period and once for Election Day. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Williamson County Commissioners Court.

4. Administrative Fee. Each Participating Authority agrees to pay the Williamson County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs, less the staffing agency fee, in accordance with Section 31.100(d) of the Texas Election Code.

The Elections Administrator shall deposit all funds payable under this Contract into the appropriate fund(s) within the Williamson County treasury in accordance with Election Code Section 31.100.

XIII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any Participating Authority may withdraw from this Contract and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code.

XIV. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each Participating Authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of County records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each Participating Authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the Participating Authority.

XV. RECOUNTS OR CONTESTED ELECTION

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting Participating Authority agrees that any recount shall take place at the offices of the Elections Administrator or at a location of the Elections Administrator's choosing, and that the Elections Administrator shall serve as Recount Supervisor and the Participating Authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

In the event of a contested election, the expenses of a new election ordered by a court of competent jurisdiction or Participating Authority will be paid for and by the Participating Authority in accordance with Texas Election Code 221.014

The Elections Administrator agrees to provide advisory services to each Participating Authority as necessary to conduct a proper recount.

XVI. MISCELLANEOUS PROVISIONS

1. The Elections Administrator shall file copies of this document with the Williamson County Treasurer and the Williamson County Auditor in accordance with Section 31.099 of the Texas Election Code.
2. Nothing in this Contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this Contract or a violation of the Texas Election Code.
3. This Contract shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Williamson County, Texas.
4. In the event that one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
5. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
6. The waiver by any party of a breach of any provision of this Contract shall not operate as or be construed as a waiver of any subsequent breach.
7. Any amendments of this Contract shall be of no effect unless in writing and signed by all parties hereto.
8. Participating Authority agrees to act in good faith in the performance of this agreement, and shall immediately contact and notify the Elections Administrator of any potential problems or issues relevant to the subject matter of this contract.

XVII. COST ESTIMATES AND DEPOSIT OF FUNDS

The total *estimated* cost for the November 2, 2021 election is \$750,000.00 and is based partly on the costs of the November 5, 2019 joint general special election. After the final determination has been made of whom the Participating Authorities will be and the Contracts are fully executed, the Elections Administrator shall provide each Participating Authority with an official cost estimate. Each Participating Authority's percent share of the estimated total cost is based on the number of registered voters and further described in Section XII.1. of this Contract. Each Participating Authority agrees to pay the Williamson County Elections Administrator a deposit of 50% of the *estimated obligation* no later than 30 days after receiving the official cost estimate. As soon as reasonably possible after the election, the Elections Administrator will submit an itemized invoice to each Participating Authority based on the actual expenses (supported by documentation such as time sheets, compensation forms, and invoices) directly attributable to the services provided by the Elections Administrator. The exact amount of each Participating Authority's obligation under the terms of this Contract shall be calculated after the election (or runoff election, if applicable); and, if the amount of an Authority's total obligation exceeds the amount deposited, the authority shall pay to the Elections Administrator the balance due within 30 days after the receipt of the final invoice from the Elections Administrator. However, if the amount of the authority's total obligation is less than the amount deposited, the Elections Administrator shall refund to the authority the excess amount paid within 30 days after the final costs are calculated.

XVIII. SIGNATURE PAGE

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021.

ELECTIONS ADMINISTRATOR:

Christopher Davis, Elections Administrator
Williamson County, Texas

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 2021

PARTICIPATING AUTHORITY:

Name of Participating Authority: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST:

November 2, 2021 Election Contracting Entities

Cities

Austin
Coupand
Georgetown
Jarrell
Pflugerville

Schools

Bartlett ISD
Georgetown ISD
Jarrell ISD (SMD 1)
Leander ISD
Pflugerville ISD

Municipal Utility Districts

7S Ranch MUD
Northwest Williamson County MUD No. 2
Rancho del Cielo MUD
Williamson County MUD No. 19D
Williamson County MUD No. 19F

Emergency Service Districts

Williamson County ESD No. 9

****All entities listed are for Williamson County portion only****

ATTACHMENT B

Election Day voting locations (to be determined)

ATTACHMENT C

Early Voting Schedule with Voting Locations (to be determined)

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Consider Approval of Board Policy EIE (local)
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Jennifer Collins
Attachments: EIE (local) Revised

Background Information:

During the 2020-21 school year, principals, teachers, instructional coaches, and curriculum leaders have continued discussing and learning about grading practices. Several campuses have expressed an interest in piloting standards-based report cards in 4th & 5th grades during the 2021-22 school year. We currently have 22 of our 28 elementary campuses interested in piloting in 4th grade and 18 of 28 interested in piloting in 5th grade. In order to move forward, policy EIE (Local) will need to be modified.

Administrative Recommendation:

Administration recommends concurrently adopting the revisions to Policy EIE (LOCAL), as presented.

Sample Motion:

I move the Board approve the adopting the revisions to Policy EIE (LOCAL), as presented.

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving
Special Education
Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

**Standards for
Mastery**

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade for those courses with a numerical grading system. Mastery of the majority of the objectives is required for those grade levels utilizing standards-based grading.
2. Mastery of the skills necessary for success at the next level shall be validated by a variety of assessments ~~that may either be incorporated into unit or final exams or may be administered separately.~~ Mastery of at least 70 percent of the objectives shall be required.

Kindergarten–
Grade 3 and 4 and
5 grade pilot

In Kkindergarten–grade 3 and campus participating in the standards-based report card pilot, promotion to the next grade level shall be based on demonstrated proficiency on course-level, grade-level standards for all subject areas, in the reading, writing, and mathematics essential knowledge and skills, as outlined on grade-level, skillsstandards-referenced-based reports cards. ~~In addition, the District shall require satisfactory performance in all other subject areas.~~

Grades 4 and 5

In grades 4 and 5, ~~promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: the average of reading and writing, mathematics, science, and social studies.~~

Grades 6–8

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

| | |
|--|--|
| | <p>In grades 6–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: language arts, mathematics, science, and social studies.</p> |
| <p>Grades 9–12</p> | <p>Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]</p> |
| <p>Accelerated Instruction</p> | <p>If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.</p> |
| <p>Grade Advancement Testing</p> | <p>Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District’s local standards for mastery and promotion.</p> |
| <p>Definition of “Parent”</p> | <p>For purposes of this policy and decisions related to grade advancement requirements, a student’s “parent” shall be defined to include either of the student’s parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]</p> |
| <p>Alternate Assessment Instrument</p> | <p>The Superintendent or designee shall select from the state-approved list, if available, for each applicable subject an alternate assessment instrument that may be used for the third testing opportunity. Each student’s GPC shall decide whether he or she shall be given the statewide assessment instrument or the applicable alternate instrument for the third testing opportunity. The committee’s decision shall be based on a review of the student’s performance in the previous testing opportunities, local assessments, and any other circumstances it deems appropriate.</p> |
| <p>Standards for Promotion upon Appeal</p> | <p>If a parent initiates an appeal of his or her child’s retention following the student’s failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.</p> |

The student shall not be promoted unless:

1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and
2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.

Transfer Students

When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.

If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.

Assignment of Retained Students

In the event a student is not promoted to the next grade level, the District shall nevertheless assign the student to an age-appropriate campus, unless:

1. The student's parent requests that the student be assigned to the same or a similar campus setting; or
2. The student's GPC determines that it would be in the student's best interest to be assigned to the same or a similar campus setting. Criteria to be considered for this decision may include:
 - a. Recommendations from the student's teachers.
 - b. Observed social and emotional development of the student.

**Reducing Student
Retention**

The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Consider Approval of the Superintendent’s Professional Education Organization Membership Fees

Purpose (this meeting): Discussion Item/Report Only Action Requested

Administrator Responsible: Bruce Gearing

Attachments: N/A

Background Information:

Per the terms of the Superintendent’s contract, the Board must approve membership dues and fees for the Superintendent.

Following are the membership fees for 2021-2022:

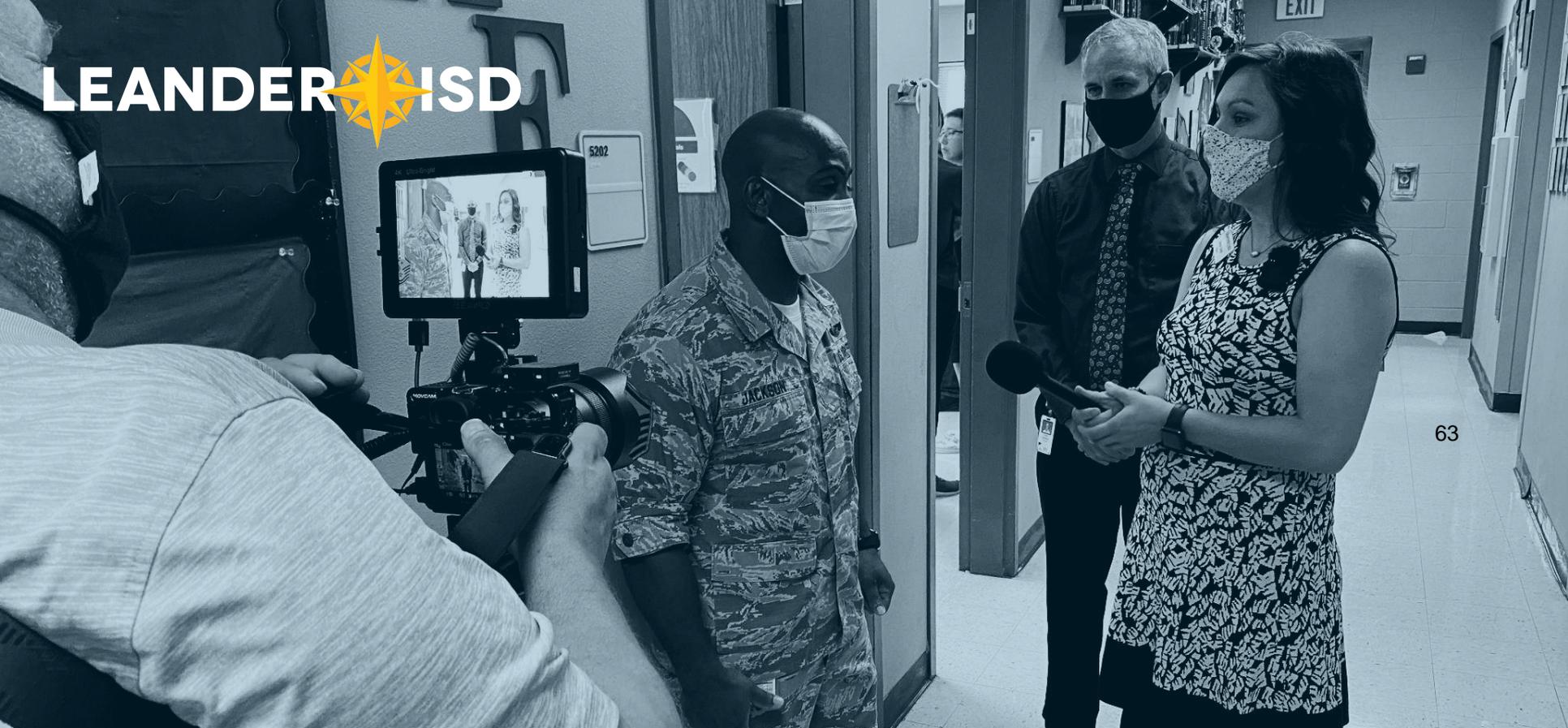
- Texas Association of School Administrators (TASA) Membership: \$1,240.00

Administrative Recommendation:

Administration recommends the Board approve the Superintendent’s Texas Association of School Administrators Membership fee of \$1,240.

Sample Motion:

I move the Board approve the Superintendent’s Texas Association of School Administrators Membership fee of \$1,240.



Superintendent's Report

September 09, 2021

|

Board of Trustees Meeting

COVID Update

RED RESPONSE STAGE

Closing Classrooms

We have closed 25 individual classrooms and 3 entire sixth grade classes.

Mask Requirement

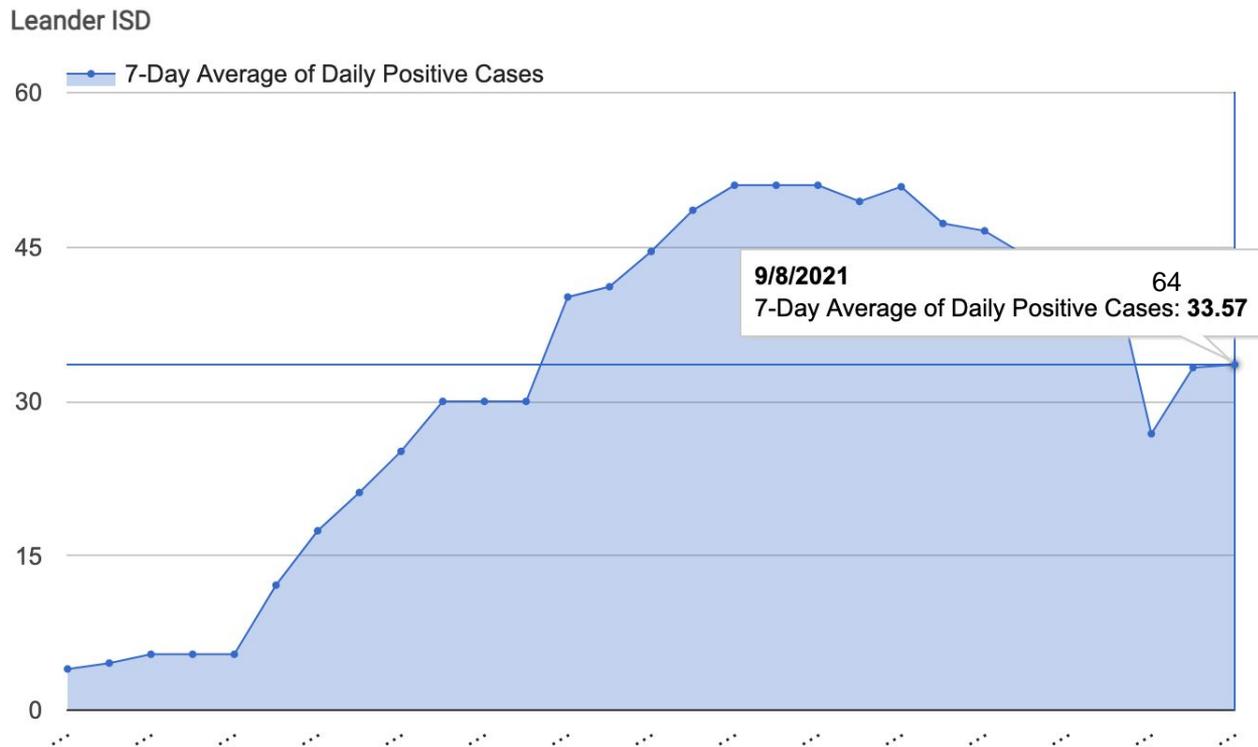
The mask requirement runs through Sept. 9, 2021.

Testing Site Opened

WCCHD opened a Curative testing site at Gupton Stadium on 9/7.



www.leanderisd.org/covid19



2021-22 Enrollment

| | 2021-22 | | | |
|-----------------|--------------|---------------|--------------|--------------|
| Pre-K | 940 (+11) | | | |
| Kindergarten | 2,507 (+7) | | | |
| Remote Students | 1,528 (-16) | | | |
| | | 2020-21 | Budget* | PASA |
| District | 41,790 (+33) | 40,736 (103%) | 41,749 (96%) | 43,951 (95%) |

65

Green/Red numbers indicate the growth/decline of the data point since the last Superintendent's Report on Aug.26. The percentages show how current enrollment compares to the corresponding data point.

*Because remote learning is not funded by the state as of 8/26/21, this number reflects total in-person students as it compares to our budget projection.

Updated: Sept. 8, 2021

2021-22 Attendance

New Hope High School

NHHS appears in the <80% range from 8/17 - 9/3.

Elementary Schools

Bagdad, Block House Creek, Mason, Pleasant Hill average attendance percentage $\leq 85\%$. All four schools have had at least one classroom in remote conferencing.

| | >90% | 85-90% | 80-85% | <80% |
|-----------------|------|--------|--------|------|
| Friday, 9/3 | 15 | 16 | 9 | 4 |
| Thursday, 9/2 | 26 | 12 | 4 | 2 |
| Wednesday, 9/1 | 21 | 17 | 5 | 1 |
| Tuesday, 8/31 | 25 | 14 | 4 | 1 |
| Monday, 8/30 | 22 | 16 | 4 | 2 |
| Friday, 8/27 | 24 | 12 | 6 | 2 |
| Thursday, 8/26 | 31 | 10 | 2 | 1 |
| Wednesday, 8/25 | 31 | 10 | 2 | 1 |
| Tuesday, 8/24 | 33 | 8 | 2 | 1 |
| Monday, 8/23 | 33 | 8 | 2 | 1 |

66

Updated: Sept. 8, 2021. Did not include LEO, DAEP.

Number of Schools in Each Range

Staffing Update

Substitutes Fill Rates

| | Total | Subs Needed | % |
|------|-------|-------------|-----|
| 2019 | 5,345 | 2,400 | 90% |
| 2021 | 9,481 | 5,634 | 64% |

Support Services Staffing

| | Unfilled | Urgent | % |
|----------------|----------|--------|----------------------|
| Transportation | 68 | 40 | 69% |
| CNS | 92 | 45 | 56% |
| Custodial | 63 | 40 | ⁶⁷ 73% |

Teachers, IAs, Other School Staff

| | Teachers | IAs | Other | Total |
|--------------------|----------|------|-------|-------|
| Elementary Schools | 10 | 31.5 | 1 | 42.5 |
| Middle Schools | 7 | 7 | 3.5 | 17.5 |
| High Schools | 14 | 17 | 2.5 | 33.5 |
| Special Education | 10 | 44 | 2 | 56 |

Special education is included in the three rows for schools and separated out for its own row. "Other" includes 504/Testing, ICs, Attendance Clerk, Bookkeeper, and PAC manager openings. Data is from 9/9 at 11 a.m.



BOND ELECTION 2021 LEANDER ISD

Details on projects, propositions, and financing at www.leanderisd.org/bond2021/.
Send questions via text messaging at (512) 399-8392.

68

Deadline to Register: Oct. 4
Early Voting: Oct. 18 - 29
Election Day: Nov. 4



| | Date | Notes |
|--|-----------------|---|
| Virtual LEEF Mudstacle | September 18 | Hosting our annual Mudstacle fun run at Vista Ridge, raising money for teachers and students through LEEF. Moved to a virtual event. |
| High School Choral Showcase | September 20 | District showcase of the high school choir programs at the South PAC. |
| Community Conversations | September 22 | Virtual town hall to discuss hope and dreams with our families and staff as part of strategic planning. |
| Festival of Bands | September 27 | District showcase of band programs at Gupton Stadium. |
| Voter Registration Deadline | October 4 | Last day to register to vote in Nov. 2 election. 69 |
| Custodial Appreciation Week | October 4 - 8 | Please recognize our hard working custodial staff for keeping our schools clean. |
| Remote Learning | October 8 | District will need to determine if we can extend remote learning for ~1,200 students from the summer waitlist. |
| National School Lunch Week | October 11 - 15 | Please recognize our hard working CNS staff for providing healthy school meals to our students.. |
| National School Bus Safety Week | October 18 - 22 | Please recognize our hard working transportation staff for bringing thousands of students to and from school safely. |
| Early Voting | October 18 - 29 | Early voting for the Nov. 2 election |



Discussion

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Review COVID-19 Health and Safety Protocols and Discuss the August 23, 2021 Resolution Regarding Same

Purpose (this meeting): Discussion Item/Report Only Action Requested

Administrator Responsible: Bruce Gearing

Attachments: August 23, 2021 Board Resolution to Address Health and Safety Due to the COVID Pandemic

Background Information:

At the August 23, 2021 Special Board meeting, the Board adopted a resolution to address health and safety due to the COVID pandemic. The resolution expires on September 9, 2021 at 11:59 PM. This agenda item provides the Board of Trustees with an opportunity to discuss and consider possible action regarding the district's COVID-19 health and safety protocols.

Administrative Recommendation:

N/A

Sample Motion:

**Leander Independent School District
Board Resolution to Address Health and Safety Due to the COVID Pandemic**

August 23, 2021

WHEREAS, the Leander Independent School District is charged with the primary responsibility of implementing the state's public education system;

WHEREAS, the Board's Policy AE(LOCAL) includes an objective to provide safe, secure, and comfortable facilities conducive to productivity and learning for a rapidly growing student population;

WHEREAS, students under age twelve are currently not eligible to receive vaccinations to protect them from COVID-19;

WHEREAS, the Austin and Travis County area are experiencing significant numbers of COVID-19 cases and hospitalizations, and the local health authorities have communicated that there is rapid spread of the virus in our community and calls for the highest level of safety measure locally in order to save lives and conserve finite medical resources;

WHEREAS, increased cases of COVID-19 among our student population could lead to the need to quarantine widely or close school, which will negatively affect the ability of all students to participate in face-to-face learning;

NOW THEREFORE, the Board of Trustees of the Leander Independent School District resolves that:

- 1) The Board of Trustees, as a function of their governance responsibilities and local control as a political subdivision, requests and hereby authorizes the Superintendent to implement health and safety measures to address the potential danger of COVID-19 in our schools including, but not limited to, masking requirements;
- 2) The Board of Trustees expects the District's Administration to take an approach informed by guidance from the CDC and local and State health authorities;
- 3) The Board of Trustees requests that the Administration provide information to the Board and to the Leander ISD community regularly around local health data and the impact of COVID-19 on Leander ISD schools for the purpose of continuing best efforts to respond effectively to the needs of our students, staff, and families during this unprecedented and ongoing health crisis.
- 4) This resolution expires September 9, 2021 at 11:59 p.m. and the Board intends to include this topic in the agenda for the scheduled regular public meeting of the Board of Trustees for September 9, 2021.

Approved this 23rd day of August 2021, by the Board of Trustees of the Leander Independent School District.

In Witness Whereof,



Trish Bode, Board Chair

**Leander Independent School District
Board Resolution to Address Health and Safety Due to the COVID Pandemic**

September 9, 2021

WHEREAS, the Leander Independent School District is charged with the primary responsibility of implementing the state's public education system;

WHEREAS, the Board's Policy AE(LOCAL) includes an objective to provide safe, secure, and comfortable facilities conducive to productivity and learning for a rapidly growing student population;

WHEREAS, students under age twelve are currently not eligible to receive vaccinations to protect them from COVID-19;

WHEREAS, the Austin and Travis County area are experiencing significant numbers of COVID-19 cases and hospitalizations, and the local health authorities have communicated that there is rapid spread of the virus in our community and calls for the highest level of safety measure locally in order to save lives and conserve finite medical resources;

WHEREAS, increased cases of COVID-19 among our student population could lead to the need to quarantine widely or close school, which will negatively affect the ability of all students to participate in face-to-face learning; and

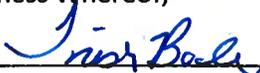
WHEREAS, the Board adopted a resolution to address health and safety due to the COVID Pandemic at an August 23, 2021 special meeting of the Board;

NOW THEREFORE, the Board of Trustees of the Leander Independent School District hereby amends its August 23, 2021 resolution and resolves that:

- 1) The Board of Trustees, as a function of their governance responsibilities and local control as a political subdivision, requests and hereby authorizes the Superintendent to implement health and safety measures to address the potential danger of COVID-19 in our schools including, but not limited to, masking requirements;
- 2) The Board of Trustees expects the District's Administration to take an approach informed by guidance from the CDC and local and State health authorities;
- 3) The Board of Trustees requests that the Administration provide information to the Board and to the Leander ISD community regularly around local health data and the impact of COVID-19 on Leander ISD schools for the purpose of continuing best efforts to respond effectively to the needs of our students, staff, and families during this unprecedented and ongoing health crisis;
- 4) The Board of Trustees directs the Administration to investigate additional COVID-19 mitigation resources and report the same to the Board; and
- 5) This resolution expires December 31, 2021 at 11:59 p.m.

Approved this 9th day of September 2021, by the Board of Trustees of the Leander Independent School District.

In Witness Whereof,



Trish Bode, Board President

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Discuss Board of Trustees Operating Procedures
Purpose (this meeting): Discussion Item/Report Only Action Requested
Action Requested (future meeting): Thursday, September 30, 2021
Administrator Responsible: Trish Bode, Anna Smith, Holly Wardell (Eichelbaum Wardell Hansen Powell & Muñoz, P.C.)
Attachments: Draft Board Operating Procedures (to be loaded to BoardBook prior to the meeting)

Background Information:

Trish Bode and Anna Smith have been working with Holly Wardell, on possible revisions to the Board of Trustees Operating Procedures manual. The manual was last updated on February 25, 2021. A proposed draft will be loaded to BoardBook prior to the meeting.

Administrative Recommendation:

N/A

Sample Motion:

I move the Board approve the revised Board of Trustees Operating Procedures as presented.

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Discussion of a Resolution Nominating an Individual to the Williamson Central Appraisal District Board of Directors

Purpose (this meeting): Discussion Item/Report Only Action Requested

Action Requested (future meeting): Thursday, September 30, 2021

Administrator Responsible: Elaine Cogburn

Attachments: WCAD Board of Directors Resolution
 WCAD Board of Directors Election General Information Sheet
 WCAD Board of Directors Election Procedures
 WCAD Board of Directors Requirements
 WCAD Taxing Unit Checklist for Board Election

Background Information:

The Williamson Central Appraisal District (WCAD) has advised us of our voting entitlement for this year’s biennial elections for member of the WCAD Board of Directors. Any nominations for the WCAD Board must be made by resolution and submitted to the Chief Appraiser, Alvin Langford, prior to October 15, 2021. If the Board wishes to submit any nominations for the WCAD, a Board resolution needs to be adopted by the October 7th meeting, to meet the October 15, 2021 nomination deadline. The process is summarized below.

| ACTION: | DUE DATE: |
|---|--|
| Chief Appraiser calculates number of votes for each taxing unit (LISD = 785 votes) | Before October 1 of each odd-numbered year |
| Taxing units nominates by Resolution one candidate for each position to be filled (up to 5) | Submitted by October 15 |
| Chief Appraiser prepares a ballot from candidates submitted | Before October 30 |
| Taxing units determine vote by Resolution and submit to Chief Appraiser | Before December 15 |

The Board of Directors Requirements document lists the requirement for any nominee to be considered. The Board of Directors Election General Information Sheet must be completed and signed by both the nominee and an LISD Board Officer. The district may nominate up to five individuals. Mr. Don Hisle is the district’s current Board representative.

Administrative Recommendation:

The administration recommends the Board of Trustees approve the Resolution Nominating an Individual to the Williamson Central Appraisal District (WCAD) Board of Directors.

Sample Motion:

I move the Board of Trustees approve the Resolution Nominating an Individual to the Williamson Central Approval District WCAD Board of Directors indicating a nomination for _____.

RESOLUTION NO. _____

WHEREAS, Section 6.03 (f) of the Property Tax Code provides for the governing body of taxing units to nominate individuals for each position to be filled on the Williamson Central Appraisal District Board of Directors, and

WHEREAS, the _____
(Entity)

Wishes to nominate the following individuals:

NOW THEREFORE BE IT RESOLVED BY _____
(Governing Body)

that the _____ hereby nominates the
(Entity)
individuals listed above for the Williamson Central Appraisal District Board of Directors.

RESOLVED this _____ day of _____, 2021.

Signed _____
Presiding Officer

Attest: _____
Secretary

2022-2023
BOARD OF DIRECTORS ELECTION
GENERAL INFORMATION SHEET

Name: _____
(Please print name as you wish it to appear on nameplate, if elected)

***** Dear Taxing Unit: This document was created for your purposes and should be used to verify the qualifications of nominees.**

***** Dear Applicant: If you, for any reason, do NOT meet the qualifications listed in this document, please contact your nominating taxing unit immediately.**

Pursuant to Section 6.03 of the Texas Property Tax Code:

- 1. Are you an employee of a taxing unit in Williamson County? (This includes part-time employment. If you need a list of taxing units, please contact the appraisal district office.)** Yes No

***** Note: If you answered YES and do not meet the qualifications listed in #2 below, please contact the nominating taxing unit immediately.**

- 2. If you answered YES, are you also a member of the governing body or elected official of that taxing unit?** Yes No

Note: An employee of a taxing unit that participates in the CAD is not eligible to serve on the Board of Directors, unless that individual is also a member of the governing body of the taxing unit or an elected official of a taxing unit.

Pursuant to Government Code Chapter 573:

- 3. Is any relative of either you or your spouse employed by the Williamson Central Appraisal District in any capacity, or a member of the WCAD Appraisal Review Board?** Yes No

If yes:

Relative's Name: _____

Relative's Address: _____

Degree of Relationship: _____

WCAD Position: _____

Note: An answer of "Yes" may disqualify you, depending on the relative's position and the degree of relationship. Please check with your nominating taxing unit.

Pursuant to Section 6.03 of the Texas Property Tax Code:

- 4. Are you a resident of Williamson County?** Yes No
- 5. How long, in years, have you resided in Williamson County?** _____

Note: To be eligible to serve on a Board of Directors, an individual must have resided in the CAD for at least two years immediately preceding the date of taking office. This requirement does not apply to a County TAC serving as a non-voting Director.

(Continued on next page)

6. Have you appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in Williamson County at any time within the preceding three years? Yes No

Note: A person who has appraised property for compensation for use in proceedings or represented property owners for compensation in proceedings in the CAD at any time within the preceding three years is ineligible to serve on the Board of Directors.

7. Have you owned property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date you knew or should have known of the delinquency unless?

- The delinquent taxes and any penalties and interest are being paid under an installment payment agreement
- A suit to collect the delinquent taxes is deferred or abated

Yes No

Note: To be eligible to serve on the Board of Directors, a member must NOT own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless the individual meets one of the criteria listed above.

8. Have you contracted with the appraisal district, or on a tax related matter with a taxing unit served by the appraisal district, or do you have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district?

Yes No

Note: A person who contracts with the appraisal district or on a tax related matter with a taxing unit served by the appraisal district or who has a substantial interest in a business that contracts with either the appraisal district or a taxing unit served by the appraisal district is ineligible to serve on the Board of Directors.

*****IF YOU NOTED ANY REASON YOU MAY NOT MEET THE QUALIFICATIONS LISTED ABOVE, PLEASE CONTACT YOUR NOMINATING TAXING UNIT IMMEDIATELY.**

Signature of Applicant

Date

Applicant Information:

Home Address: _____

Business Address: _____

Home Phone: _____ **Email:** _____

Business Phone: _____

Cellular Phone: _____

Emergency Contact Name: _____

Phone: _____

Relationship: _____

IF ELECTED, where do you want to receive hand deliveries (when necessary)?

IF ELECTED, where do you want to receive mail? _____

IF ELECTED, do you want your address and phone number kept confidential?

Yes No

Signature of Presiding Officer

Date

Board of Directors Election Procedures

Excerpts from Texas Property Tax Code Section 6.03 Board of Directors

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager; and

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsection (g), alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates.

BOARD OF DIRECTORS
Requirements

The Williamson Central Appraisal District is governed by a Board of five Directors. An ex officio Board member cannot vote. He or she should not make or second motions. A tax assessor-collector who serves as a nonvoting member is eligible to serve as a Board officer; this individual can conduct the meeting and may serve on committees.

Eligibility

To be eligible to serve on the Board, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment.

Section 6.035 of the Property Tax Code states an individual is ineligible to serve on an appraisal district Board of Directors if the individual owns property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:

- (a) the delinquent taxes and any penalties and interest are being paid under an installment payment agreement
- (b) a suit to collect the delinquent taxes is deferred or abated

An employee of a taxing unit participating in the appraisal district is not eligible to serve unless the individual is also a member of the governing body or an elected official of a taxing unit participating in the district (*see additional taxing jurisdictions listing attached*).

Section 6.035 of the Property Tax Code, effective September 1, 1989, bars a Board member from serving if the member is related to a person who operates for compensation as a tax agent or a property tax appraiser in the appraisal district.

Section 6.036 of the Property Tax Code, effective September 1, 1989, bars a person from serving on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district.

Persons who appraise property for compensation for use in property tax proceedings or tax agents who represent owners for compensation are ineligible to serve on the appraisal district Board until the expiration of five (5) years after such activity.

Term of Office

Members of the Board of Directors will serve two-year terms beginning in January of even numbered years.

Selection

Section 6.03 of the Property Tax Code establishes the selection process for Appraisal District Directors. Members of the Board are selected by certain taxing entities participating in the district. An option of the Property Tax Code allows three fourths of the voting entities to increase the number of Directors. The taxing units of Williamson County have adopted a five member Board of Directors. The tax assessor-collector serves as an ex-officio member unless the taxing units appoint the tax assessor-collector as a voting member.

Vacancies on the Board

Section 6.03 of the Property Tax Code (Board of Directors) provides that in the event of a vacancy on the Board, the governing body of the taxing unit or units shall nominate a candidate. The Board of Directors shall elect, by majority vote of its members, one of the nominees to fill the vacancy.

Recall

Section 6.033 of the Property Tax Code (Recall of Director) provides that the governing body of a taxing unit that participated in the appointment of an individual to the Board may initiate the procedure for recall of its representative.



Taxing Unit Checklist for Board Election

- Before October 15th**, have I checked my candidate’s requirements pertaining to serving on the Williamson Central Appraisal District Board of Directors? (See [Board Requirements](#))
 - A member **MUST** be a resident of the district and must have resided in the district for at least two years immediately preceding the date of appointment.
 - A member **MUST NOT** own property on which delinquent taxes have been owed to a taxing unit for more than 60 days after the date the individual knew or should have known of the delinquency unless:
 - The delinquent taxes and any penalties and interest are being paid under an installment payment agreement.
 - A suit to collect the delinquent taxes is deferred or abated.
 - A member **may NOT serve** if they are an employee of a taxing unit participating in the appraisal district unless they are also a member of the governing body or an elected official of a taxing unit participating in the district. (See list of [additional taxing units](#)).
 - A member **may NOT serve** if he or she appraise property for compensation for use in property tax proceedings (to include appraisal district employees) or tax agents who represent owners for compensation until the expiration of three (3) years after such activity.
 - A member **may NOT serve** if he or she is related to a person who operates for compensation as a tax agent, a member of the Appraisal Review Board or a property tax appraiser in the appraisal district.
 - A member **may NOT serve** on the Board if they contract with the appraisal district, or if they contract on a tax related matter with a taxing unit served by the appraisal district, or if they have a substantial interest in a business that contracts with the appraisal district or a taxing unit served by the appraisal district.
 - A member **MUST** fill out, sign, and return the [General Information sheet](#).

- Before October 15th**, if we choose to nominate, have I submitted, by [resolution](#), the name(s) of my taxing unit’s nominee(s)? (See [Board Election Procedures](#))

Nominating Entity: (Entity Name)

(Signature)

(Date)

Nominee: (Printed Name)

(Signature)

(Date)

Nomination- Williamson Central Appraisal District

hope@bartoncreeklending.com <hope@bartoncreeklending.com>

Wed, Sep 8, 2021 at 2:39 PM

To: governance.team@leanderisd.org

Cc: trish.bode@leanderisd.org, Gloria.Dholakia@leanderisd.org@leanderisd.org, elexis.grimes@leanderisd.org, aaron.johnson@leanderisd.org, Jim.Mackay@leanderisd.org, Christine.Mauer@leanderisd.org, anna.smith@leanderisd.org

Dear Leander ISD Board of Trustees,

I'm pleased ask for your nomination for the Williamson Central Appraisal District Board of Directors. I am always highly motivated and have a keen ability to solve problems creatively with a minimum of direction and collaboration. My understanding of how to tie personal to community success and my background in Real Estate make me a perfect candidate for this role.

Please let me know if I can be of further assistance or if you have any questions. If so, my cell is 512.577.9681.

My statements in this email do not create an agreement for our Real Estate Brokerage or our clients.

Texas law requires all real estate license holders to give the [Texas Real Estate Commission Information About Brokerage Services](#) and the [Consumer Protection Notice](#) to prospective buyers, tenants, sellers and landlords.



Hope Hisle-Piper
MORTGAGE CONSULTANT NMLS 269162
REALTOR®/OWNER - 639647
(512) 577-9681



TURN KEY
PROPERTY GROUP
BARTONCREEK
LENDING GROUP

WWW.BARTONCREEKLENDING.COM/HOPEPIPER
WWW.TURNKEYPROPERTYGROUP.COM



PLEASE VISIT THE WEBSITES BELOW AFTER APPLYING FOR LOAN

http://files.consumerfinance.gov/f/201503_cfpb_your-home-loan-toolkit-web.pdf

Consumer Handbook on Adjustable Rate Mortgages (CHARM Booklet)

http://files.consumerfinance.gov/f/201401_CFPB_ARMs-brochure.pdf

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 **Hope Piper Resume.pdf**
553K

Hope Hisle-Piper

601 King Eider Lane | Cedar Park, TX 78613 | m (512) 577-9681 e hopeapiper@gmail.com

September 8, 2021

Dear Leander ISD Board of Trustees,

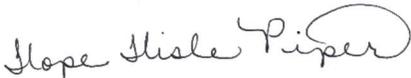
Some of you know me and some I'm just meeting. I wanted to take a few minutes to fill you in about myself, my background and why I would love for you to consider nominating me to take the position on the Williamson Central Appraisal District Board of Directors.

Let me start by filling you in on my early life. I was born in Austin and moved to Cedar Park when I was 2 years old. (On a side note, my parents still live in my childhood home in Cedar Park) I attended Leander ISD from Kindergarten to graduation and was one of only 12 students in the class of 1990 who had attended LISD from start to finish. At that time, the district only had 1 high school, 1 middle school and 2 elementary schools, one of which was Faubion Elementary, which I attended. I loved growing up in the community and the schools! I went on to attend college at The University of Mount Olive in Mount Olive, NC and started on my graduate degree at California Coast University. At that time in NC, I lived on the Seymour Johnson Air Force Base and was an active military wife of the United States Air Force.

After 4 years of military life, we moved back to Leander/Cedar Park, to start a family and I have never left since. I have 5 children, all of which attended Leander ISD and graduated from Vista Ridge HS. My daughter Shelby is a 2016 graduate of Texas A&M and is in her last year of law school at South Texas College of Law in Houston. My son Bradley is a successful small business owner in the community. My son Matthew is a proud member of the United States Navy. My son Bailey who is a 2021 Graduate of Texas A&M and is serving in the ministry as a missionary. My youngest daughter Sophie who is also a 2021 graduate of Texas A&M is continuing her education at Texas A&M to obtain her Masters in Public Health. Leander ISD built the character for our family and gave my children the tools they needed to succeed in life and for that I am very appreciative.

I have strong ties to the community and still attend football games and events on occasion. My high level of integrity, experience and longstanding involvement within the district and community, extensive knowledge in all things real estate, I believe would make a positive impact for the district's growth and successes and an asset to the Williamson Central Appraisal District Board of Directors. I would love to have your nomination.

Sincerely,
Hope Hisle Piper



Hope Hisle-Piper

601 King Eider Lane | Cedar Park, TX 78613 | m (512) 577-9681 e hopeapiper@gmail.com

.....

EDUCATION **Master of Business Administration (M.B.A.)**
California Coast University, California
2014

Bachelor of Science Biology/ Chemistry Minor
The University of Mount Olive, North Carolina
1995

.....

SKILLS **Microsoft Office * Quickbooks * Adobe Creative Suite * Salesforce ***
Encompass360 * Excel * Word * Caylx Point * Final Cut Pro *

.....

LICENSES **Nationwide Mortgage Licensing System (NMLS) License #269162 • Texas Real Estate**
Commission License #639647 • Notary Public Commission License #12848049-1 • CNSA

COMMUNITY Leadership Leander ISD Class of 2006, LISD Board of Trustees Place 2 Campaign Manager
2009, President of the Vista Ridge HS Basketball Booster Club 2011-2013, Small Business of the
year for 2015, Austin Platinum Top 50 Finalists, Veterans Affairs Advocate

EXPERIENCE 2020 – Present
Turn Key Property Group, Owner/Realtor
Developed and built the business from start-up to formation of the LLC, company
accounting and hiring. Coaching and guiding hired agents to become successful real
estate producers. Continuously study and follow current market conditions. Develop
and provide comparative market analysis’ to clients and agents. Strong ability to
network with agents outside of Turn Key to educate clients and match with available
properties. Strong negotiation skills. Generates new business and sales of over \$33
Million in the last year.

2002- Present
Barton Creek Lending Group, Loan Originator/Broker
Generates new business and maintains a pipeline of over \$25 Million each year.
Provides a full range of banking services to clients emphasizing personal financial
counseling and client service. Achieve personal production goals by expanding and
acquiring new relationships utilizing effective calling and outbound e-marketing
techniques and leveraging bank products. Run and review client financial information.
Work alongside government agencies such as the VA and USDA. Maintains top
performer status for 3 consecutive years.

Hope Hisle-Piper

601 King Eider Lane | Cedar Park, TX 78613 | m (512) 577-9681 e hopeapiper@gmail.com

2018 – 2020

Shepherd Nelson Realty, Sales Agent/Realtor

Establishing customized communication plans for each client. Relationship development that complements the ability to aggressively build solid client base and drive revenue growth. Advise clients while acting as an intermediary between negotiations and preparing legal contracts. Proactively meet with clients face-to-face and over the phone to discover their sales needs and provide product and service recommendations.

2008 – 2018

Realty Exchange, Sales Agent

Relationship development that complements the ability to aggressively build solid client base and drive revenue growth. Promotes sales of high-end properties through various marketing strategies. Advise clients while acting as an intermediary between negotiations and preparing legal contracts. Proactively meet with clients face-to-face and over the phone to discover their sales needs and provide product and service recommendations.

2012-2014

Rugged Sports, Sales Agent/Athletic Recruiting

Managed a list of potential prospects to identify and contact prospects to set up evaluations. Enroll qualified athletes into recruiting memberships and services. Educate families thru the recruiting process to maximize their recruiting potential. Proactively generate new sales by contacting interested parents of potential student athletes via phone calls, social media and email. Exceed target quotas and deadlines. Competitive, goal oriented with an outgoing personality. Demonstrate services offered at school functions and events. Set up booths, with pictures and marketing materials.

2012-2014

XLR8 Processing, LLC, Owner, Account Executive

Managed relationship banking team with a focus on maximizing revenue and territory profitability. Demonstrates success in developing new business and growing accounts. Developed marketing plans for the growth of the company. Maintains and expands close contact with all business partners to insure a high level of satisfaction. Delivering sales presentations and attending client meetings.

Hope Hisle-Piper

601 King Eider Lane | Cedar Park, TX 78613 | m (512) 577-9681 e hopeapiper@gmail.com

2002-2012

One Stop Processing, Owner/Closer

Developed and built business from start-up to generate six figure sales annually. Successfully managed and processed over 500 loans from setup to funding thru closing. Successfully streamlined systems, technologies and processes to maximize efficiency and productivity. Enhanced the company image and brand through highly professional website and various marketing presentations and strategies. Professional loan closing agent who performs secured loan closings and acts as a witness to legal transactions. Vast knowledge and expertise in reviewing, assessing and authenticating loan documents.

2008-2010

Land Mortgage/Ameripro Funding, Banker

Responsible for the sales and marketing of Land Mortgage loan products with bank policies. Developed relationships with Realtors, Insurance and Title agents to promote continuous business. Skilled at consulting with clients to analyze financial situations while developing strategic solutions that strengthen investment g

“Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: Update on Additional FTEs for 2021-2022
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Elaine Cogburn
Attachments: n/a

Background Information:

Board Policy DC Local provides for the addition of positions as follows: “Mindful of the exponential growth of student enrollment in District schools and recognizing that there is a shortage of personnel for positions in schools, the Board authorizes the Superintendent to establish additional positions beyond those planned for in the adopted budget when:

1. The positions are in areas of critical need for the District.
2. The positions are needed for the current and/or following year.
3. Sufficient funds are available in the current adopted budget.
4. The positions are not funded by function 21, 23, or 41.
5. The Board has not previously declined to authorize the positions for the current budget year.

The Superintendent shall advise the Board when additional positions are established.”

Staff advised the Board at the July 22, 2021 Board meeting that 14 positions were identified and shifted to ESSER III funding to accommodate the need for additional teaching FTEs needed to maintain elementary classroom ratios. The positions recoded to ESSER III funding meet the federal guidelines for the use of the funds, and the movement of positions did not increase the overall General Fund budget.

Administration has continued to monitor enrollment on a total student basis and at the individual class size based on registrations, and since the July 22 Board meeting, an additional 20 positions have been moved to ESSER III to accommodate teaching positions needed to maintain elementary classroom staffing ratios.

The ESSER III initial application included \$6,258,697 for payroll costs, and the expenditures identified at this time, including the recoding of 20 general fund positions, falls well within the approved allocations in the Notice of Grant Award (NOGA) for ESSER III. The original ESSER III plan will be amended based on the needs of the District, and due to the allocation of additional federal stimulus funds received after the initial application was submitted.

In accordance with Board Policy DC Local, the Superintendent is advising the Board that 20 positions have been moved to ESSER III funding to allow for the addition of 20 elementary FTEs in the General Fund. Enrollment is being monitored on a weekly basis and additional movement of FTEs will be reported, as necessary. This movement of positions does not increase the overall General Fund budget.

Administrative Recommendation:

N/A

Sample Motion:

N/A

Leander ISD Board Meeting Agenda Item Information

Meeting Date: Thursday, September 9, 2021

Agenda Item: General Construction Update
Purpose (this meeting): Discussion Item/Report Only Action Requested
Administrator Responsible: Jimmy Disler
Attachments: General Construction Update Presentation

Background Information:

Jimmy Disler will present information regarding the status of current or ongoing construction projects.

Administrative Recommendation:

N/A

Sample Motion:

N/A



General Construction Update

September 9, 2021

Elementary School #29

New Construction

Work happening in October

- Continue land clearing and site work

GMP Summary

| | <u>Approval Date</u> | <u>Amount</u> |
|------------------|----------------------|---------------------|
| GMP 1 | April 22, 2021 | \$10,146,000 |
| GMP 2 | June 17, 2021 | \$24,311,981 |
| GMP Total | | \$34,457,981 |

Vista Ridge HS Additions

JROTC Building Additions and Renovations, Incubator Renovations and Security Upgrades

Work happening in the future

- Complete final access control hardware install and programming

| GMP Summary | | |
|--------------------|----------------------|--------------------|
| | <u>Approval Date</u> | <u>Amount</u> |
| GMP 1 | February 18, 2019 | \$1,853,007 |
| GMP 2 | January 23, 2020 | \$494,699 |
| GMP Total | | \$2,347,706 |

| CAMPUS | PROJECT DESCRIPTION | TOTAL APPROVED BOND BUDGET | PROJECT & GMP STATUS (Legend Below) | SCHEDULED PROJECT YEAR OPENING |
|---------------------|---|----------------------------|---|--------------------------------|
| Cedar Park HS | Additions and Renovation, Softball Complex Improvements | \$ 11,150,507 | Complete | 18/19 - 19/20 |
| Cedar Park MS | HVAC Update | \$ 15,240,743 | Complete | 19/20 - 21/22 |
| Larkspur ES (ES 27) | New construction | \$ 37,779,628 | Complete | 19/20 |
| Giddens ES | HVAC Update and District Standard Traffic Gates | \$ 9,005,975 | Complete | 18/19 - 19/20 |
| Glenn HS | Ag Facility | \$ 3,163,960 | Complete | 19/20 |
| Leander HS | CTE Classrooms and Black Box Renovations, Additions and Renovations to Existing Ag Barn, Softball Complex Improvements | \$ 4,947,836 | Complete | 18/19 - 20/21 |
| Leander MS | HVAC Update, Classroom Addition | \$ 21,516,101 | Complete | 18/19 - 20/21 |
| Mason ES | Play Area Renovation and District Standard Traffic Gates | \$ 603,560 | Complete | 18/19 |
| Danielson MS (MS 9) | New construction | \$ 63,410,011 | Complete | 20/21 |
| Monroe/CPHS | Monroe Stadium Expansion and Cedar Park HS Grandstand Replacement | \$ 1,758,284 | Complete | 18/19 |
| Vandegrift HS | Ag Facility | \$ 3,768,160 | Complete | 20/21 |
| Vandegrift HS | Classroom Additions, Incubator Renovation | \$ 31,245,385 | Complete | 18/19 - 20/21 |
| Vandegrift HS | Secondary Access Road | \$ 3,000,000 | Pre-Design/Evaluating | Ongoing |
| Various | District Standard Traffic Gates - Bagdad ES, Block House ES, Cox ES, Cypress ES, Faubion ES, Knowles ES, Naumann ES and Whitestone ES | \$ 245,700 | Complete | 18/19 |
| Vista Ridge HS | JROTC Building Additions and Renovations, Incubator Renovations, Disaster Recovery Site | \$ 2,665,503 | In Progress GMP 1 - 4/18/19 GMP 2 - 1/23/20 | 19/20 |
| Plant Services | Replacement Maintenance/Grounds Vans and Trucks | \$ 893,000 | In Progress | Ongoing |
| Technology | Device, Hardware and Infrastructure Replacement | \$ 38,730,000 | In Progress | Ongoing |
| Transportation | 88 Replacement Buses; A/C Retrofit | \$ 10,200,000 | In Progress | Ongoing |
| Transportation | North Satellite Transportation Center | \$ 17,800,000 | Complete | 19/20 |
| Tarvin ES (ES 28) | New construction | \$ 40,862,445 | Complete | 21/22 |
| ES 29 | New construction | \$ 42,496,943 | In Progress GMP 1 - 4/22/21 GMP 1 - 6/17/21 | 22/23 |
| ES 30 | New construction (Design Only) | \$ 2,181,032 | Not Available | 23/24 |
| HS 7 | New construction (Design Only) | \$ 10,073,645 | Not Available | 21/22 |
| Steiner ES | HVAC Update | \$ 8,857,136 | Complete | 20/21 - 21/22 |
| Secondary | Campus Security Upgrades | \$ 10,875,060 | Complete | 20/21 |
| Land | Future ES (34, 35, 36, 37, 38, 39, 40), Future MS (11), Future HS (8) | \$ 61,934,386 | Not Available | Ongoing |
| TOTALS | | \$ 454,405,000 | | |

Not Available - Project or construction has not yet started (not in pre-design/evaluating phase or land not under contract).

Pre-Design/Evaluating - Internal planning with key stakeholders. Architectural/Engineering design has not yet begun and actual construction has not started.

In Design - Architectural/Engineering design has begun or is ongoing, actual construction has not started.

In Progress - Project or construction has begun or is ongoing.

Complete - Project or construction has reached 100% completion.

Discussion

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