

Era ISD
Home of the Hornets

Agenda ~ Regular Board Meeting
Monday, April 20, 2020 ~ 6:00 PM
EISD Board Room, 108 Hargrove Street, Era, TX 76238

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.

If during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board would conduct a closed meeting in accordance with the Texas Open Meetings Act, Tex. Gov't Code, Chapter 551, Subchapters D and E, or Government Code 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)].

Pursuant to the Governor Abbott's Temporary Suspension of Open Meetings Laws issued on March 16, 2020, this meeting will be conducted via videoconference, which will be audible to the Board and public and allow for two-way communication. The Board President, along with a quorum of trustees will be required for the meeting on the videoconference or phone. The public may access this meeting or obtain an electronic copy of the agenda packet at <https://meetings.boardbook.org/Public/Organization/846>. A recording of the meeting will be available for viewing on the District's website.

If you wish to address the trustees relating to an agenda item or non-agenda topic, you must complete the form available at <https://www.eraisd.net/domain/7> by 4:00 pm on Monday, April 20, 2020. All public comments shall be submitted via this form and will be distributed to the Board of Trustees.

Please click the link below to join the Zoom webinar.
When: Apr 20, 2020 06:00 PM Central Time (US and Canada)
Topic: Era ISD - April School Board Meeting

<https://esc11.zoom.us/j/99527409145?pwd=RWsxSVpYb0w4M3NoMIJFZFVWRGUwZz09>
Password: EISD2020

Or iPhone one-tap :

US: +13462487799,,99527409145# or +16699006833,,99527409145#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 646 558 8656 or +1 253 215 8782 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 995 2740 9145

International numbers available: <https://esc11.zoom.us/u/adQeWfLHKN>

- I. Call to Order / Roll Call
- II. Opening Ceremony
- III. Public Forum / Comments to the Board

| | |
|--|----|
| A. Concerning items not on the Agenda | |
| B. Concerning items on the Agenda | |
| IV. Public Hearing | |
| V. Consent Agenda | |
| A. Approve minutes of previous meetings | |
| B. Director of Finance - Report | |
| 1. Cash Flow & Investment Reports | 3 |
| 2. Check Register | |
| 3. Fund financial statements | 4 |
| 4. Consider acceptance of donations | |
| VI. Administrator Reports | |
| A. Principal Reports | |
| VII. New Business | |
| A. Consider approval of the engagement letter from Freemon, Shapard, & Story for independent financial auditor services for the 2019-20 fiscal year. | |
| B. Consider approval of Agreement for Professional Educational Consulting Services with Becky S. Decker, LLC. | 12 |
| C. Consider approval of ESC XI Benefits Cooperative (FBS) Interlocal Agreement Resolution for 2020-21 | |
| D. Consider proposal for Worker's Compensation plan with CAS for 2020-21 | |
| E. Consider proposals for Student Accident Insurance Policies for 2020-21 | |
| F. Consider <i>Instructional Materials Allotment and TEKS Certification 2020-21</i> | |
| G. Consider 2020-21 Basic and Cooperative Contracts with ESC XI | |
| H. Consider approval of TEA Waiver related to Educator Appraisals for 2019-20 | |
| I. Consider Resolution of the Board of Trustees of Era ISD Regarding Delegation of Authority During the COVID-19 Emergency | 19 |
| J. Consider Resolution regarding Policy EIC(LOCAL) for class rank and related policies during COVID-19 Emergency | 22 |
| K. Consider Budget Amendments | |
| L. Superintendent's Report | |
| 1. District Construction/Maintenance Issues | |
| 2. Superintendent and Board Training | |
| M. Student Issues | |
| N. Personnel | |
| 1. Consider teacher contracts for 2020-21 (<i>Closed Session, TGC 551.074</i>) | |
| 2. Consider staffing recommendations for 2020-21 | |
| 3. Resignations and New Employment | |
| VIII. 2020-21 Budget Workshop | |
| IX. Executive Session | |
| X. Adjourn | |

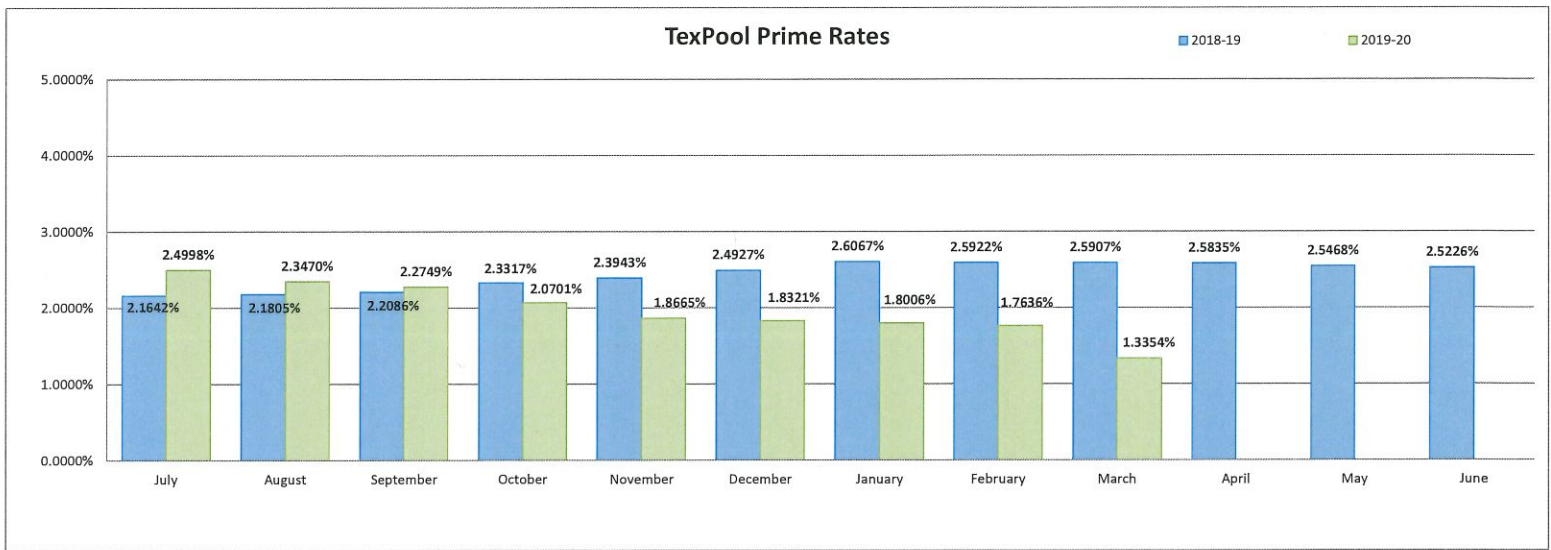
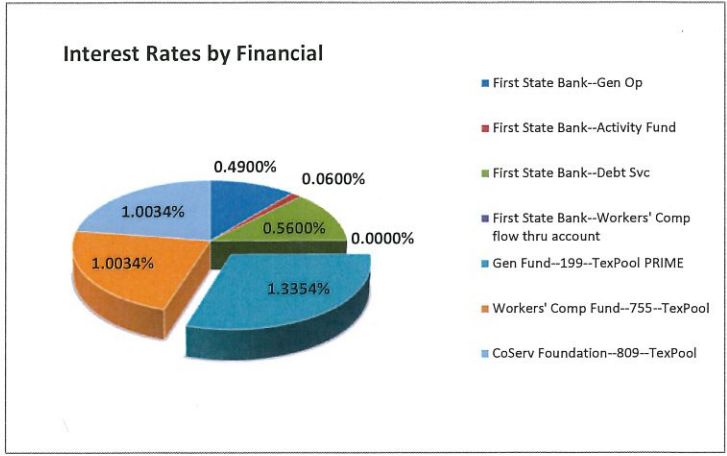
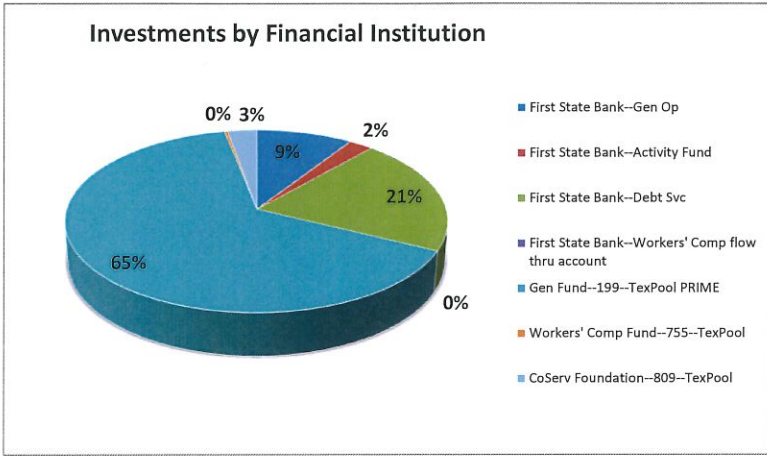
The notice for this meeting was posted in compliance with the Texas Open Meetings Act at the Era ISD Administration Office and on the web at www.eraisd.net on Friday, April 17, 2020, at 5:00 p.m..

Keith Scharnhorst, Interim Superintendent

**ERA ISD
GENERAL OPERATING & INVESTMENT REPORT**

March 31, 2020

| | Beginning Balance 3-1-2020 | Interest Rate | Investment Days | Investment Withdrawal | Investment Deposit | Interest Accrued for Period | Total Interest paid as of 3-31-2020 | Investments as of 3-31-2020 |
|---|----------------------------|---------------|-----------------|-----------------------|--------------------|-----------------------------|-------------------------------------|-----------------------------|
| Daily Cash Accounts | | | | | | | | |
| First State Bank--Gen Op | 214,697.15 | 0.4900% | 31 | 430,616.83 | 426,025.49 | 103.76 | 3,278.26 | 210,209.57 |
| First State Bank--Activity Fund | 47,343.63 | 0.0600% | 31 | 9,465.10 | 14,655.40 | 2.69 | 44.93 | 52,536.62 |
| First State Bank--Debt Svc | 467,105.50 | 0.5600% | 31 | - | 6,489.51 | 235.16 | 3,351.10 | 473,830.17 |
| First State Bank--Workers' Comp flow thru account | 6.00 | 0.0000% | 31 | 179.00 | 179.00 | - | - | 6.00 |
| Sub-Total | 729,152.28 | | | | | 341.61 | 6,674.29 | 736,582.36 |
| Investment Accounts | | | | | | | | |
| Workers' Comp Fund--755--TexPool | 6,762.91 | 1.0034% | 31 | 179.00 | - | 5.69 | 102.29 | 6,589.60 |
| Gen Fund--199--TexPool PRIME | 1,771,421.17 | 1.3354% | 31 | 300,000.00 | - | 1,861.72 | 17,839.53 | 1,473,282.89 |
| CoServ Foundation--809--TexPool | 63,876.04 | 1.0034% | 31 | - | - | 54.46 | 855.84 | 63,930.50 |
| Sub-Total | 1,842,060.12 | | | | | 1,921.87 | 18,797.66 | 1,543,802.99 |
| Totals | 2,571,212.40 | | | | | 2,263.48 | 25,471.95 | 2,280,385.35 |



All investments have been made in compliance with board policy (CDA) and the Public Funds Investment Act.

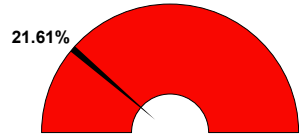

 Director of Finance (Investment Officer) 4/9/2020 Date


 Superintendent of Schools (Investment Officer) 4/9/2020 Date

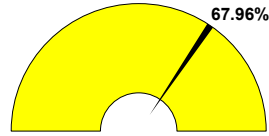
General Fund | Revenue Dashboard

For the Period Ending March 31, 2020

Projected Year End Fund Balance as % of Budgeted Revenues

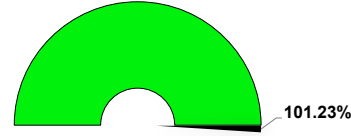


Actual YTD Revenues



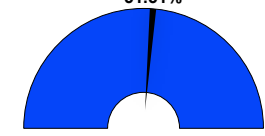
Projected YTD Revenues
82.50%

Actual YTD Local Sources



Projected YTD Local Sources
95.78%

Actual YTD State Sources

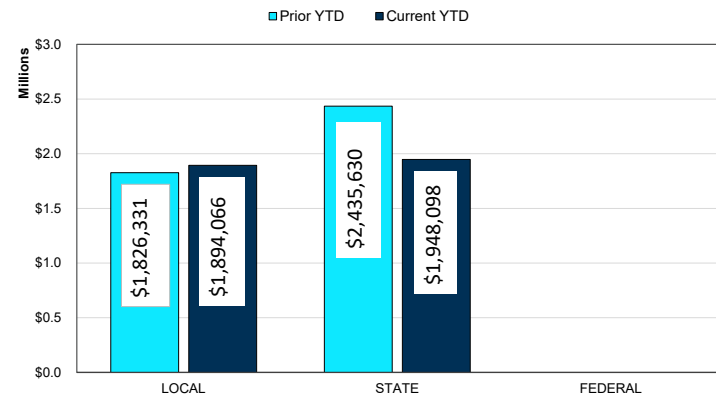


Projected YTD State Sources
75.92%

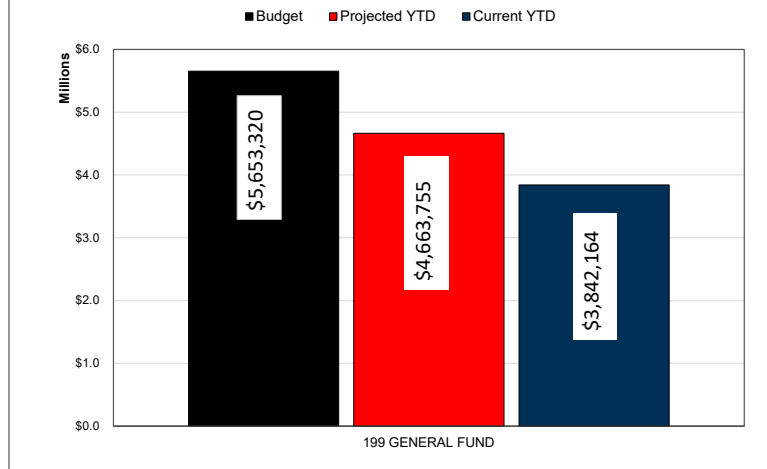
Top 10 Sources of Revenue Year-to-Date

| | |
|--------------------------------------|---------------|
| Taxes-Current Year Levy | \$1,729,712 |
| Foundation Entitlements | \$1,711,927 |
| Trs/Trs Care On-Behalf Payment | \$172,453 |
| Taxes, Prior Years | \$81,413 |
| Per Capita Apportionment | \$56,626 |
| Athletic Activity | \$25,458 |
| Earnings Temp Deposits/Invest | \$19,574 |
| Rent | \$18,675 |
| Penalties-Interest-Oth Tax Rev | \$13,077 |
| Sp Ed Funds | \$7,092 |
| Percent of Total Revenues YTD | 99.84% |

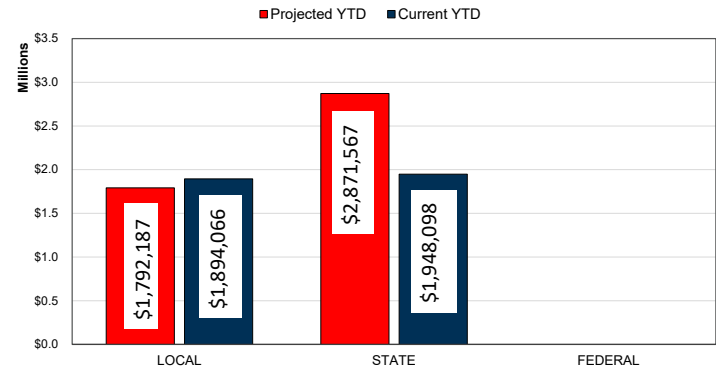
Revenue by Source



Revenue Comparison



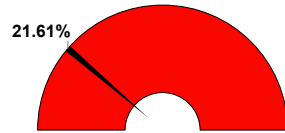
Revenue by Source



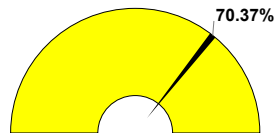
General Fund | Expenditure Dashboard

For the Period Ending March 31, 2020

Projected Year End Fund Balance as % of Budgeted Expenditures

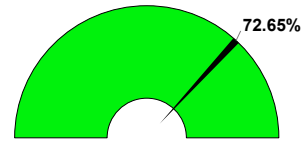


Actual YTD Expenditures



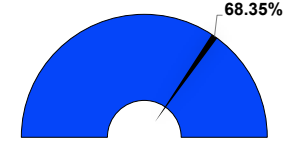
Projected YTD Expenditures
75.59%

Actual YTD Instruction



Projected YTD Instruction
76.74%

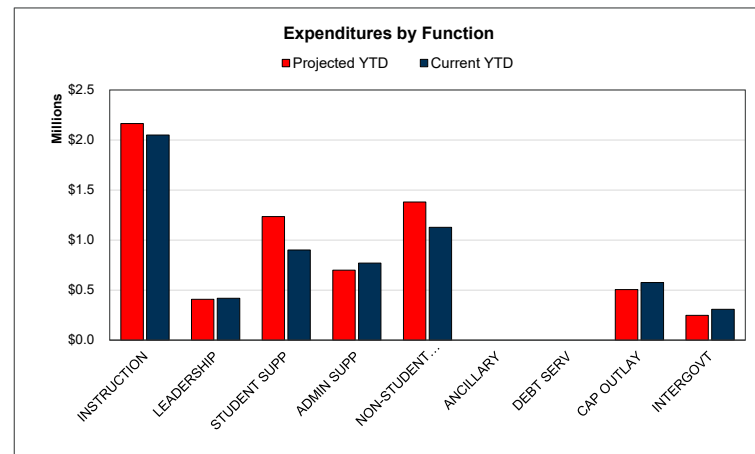
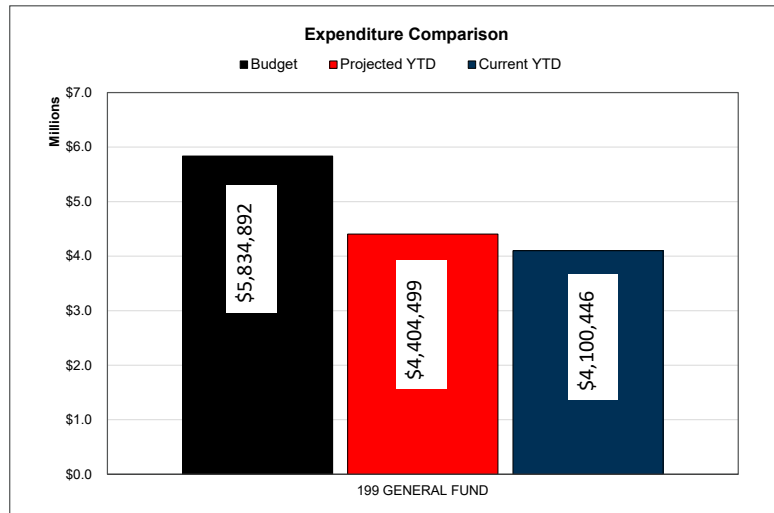
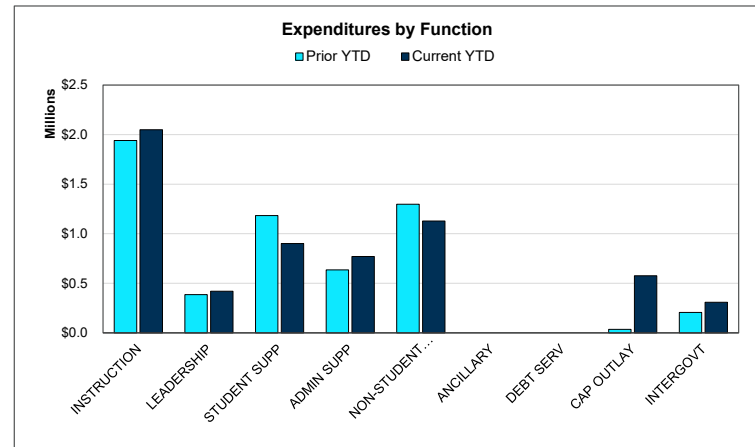
Actual YTD All Other Functions



Projected YTD All Other Functions
74.57%

Top 10 Expenditures by Function Year-to-Date

| | |
|--|---------------|
| Instruction | \$1,993,745 |
| Plant Maint/Operations | \$455,139 |
| General Administration | \$384,989 |
| Facilities Acq/Construct | \$287,662 |
| Cocurr/Extracurr Activity | \$251,474 |
| School Leadership | \$209,648 |
| Pymts To Member Dists Ssa | \$154,124 |
| Student Transportation | \$101,914 |
| Data Processing Svs | \$99,222 |
| Guidance/Counsel/Eval Svs | \$49,839 |
| Percent of Total Expenditures YTD | 97.25% |



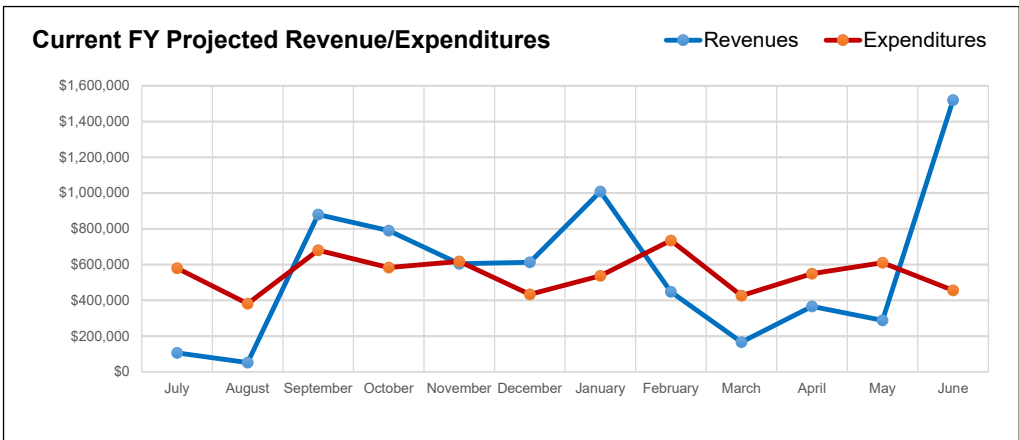
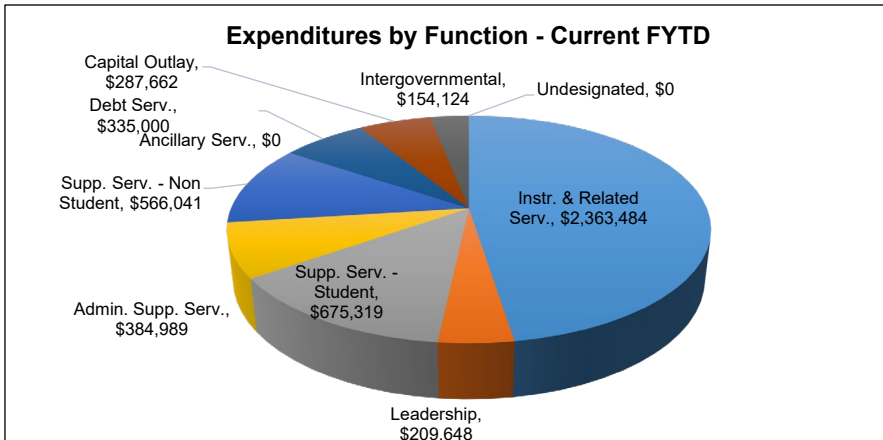
Statement of Revenues, Expenditures, And Changes In Fund Balance

For the Period Ending March 31, 2020

All Funds Summary Breakdown

(With Comparative Totals For the Period Ended July, 2018 - March, 2019)

| | All Funds | | | Fund Breakdown | | | |
|---|--------------------|--------------------|----------------|--------------------|--------------------|--------------------|-------------------|
| | Prior YTD | Current YTD | % Incr/(Decr) | General Fund | Food Service Funds | Debt Service Funds | Other Funds |
| REVENUES | | | | | | | |
| Local & Intermediate | \$2,270,108 | \$2,467,130 | 8.68% | \$1,894,066 | \$99,238 | \$323,406 | \$150,420 |
| State Program | 2,488,106 | 2,028,343 | (18.48%) | 1,948,098 | 0 | 9,609 | 70,636 |
| Federal Program | 163,453 | 173,241 | 5.99% | 0 | 82,392 | 0 | 90,849 |
| TOTAL REVENUE | \$4,921,667 | \$4,668,714 | (5.14%) | \$3,842,164 | \$181,630 | \$333,015 | \$311,905 |
| EXPENDITURES | | | | | | | |
| Instruction | \$2,012,659 | \$2,303,038 | 14.43% | \$1,993,745 | \$0 | \$0 | \$309,293 |
| Instructional Media | 44,009 | 51,498 | 17.02% | 46,758 | 0 | 0 | 4,740 |
| Curriculum & Personnel Development | 8,549 | 8,948 | 4.67% | 8,948 | 0 | 0 | 0 |
| Instructional Leadership | 0 | 0 | | 0 | 0 | 0 | 0 |
| School Leadership | 192,596 | 209,648 | 8.85% | 209,648 | 0 | 0 | 0 |
| Guidance & Counseling | 46,112 | 49,839 | 8.08% | 49,839 | 0 | 0 | 0 |
| Social Work Services | 0 | 0 | | 0 | 0 | 0 | 0 |
| Health Services | 34,134 | 40,534 | 18.75% | 40,534 | 0 | 0 | 0 |
| Pupil Transportation | 248,844 | 101,914 | (59.05%) | 101,914 | 0 | 0 | 0 |
| Food Services | 195,224 | 205,417 | 5.22% | 6,832 | 198,585 | 0 | 0 |
| Extracurricular Activities | 255,949 | 277,615 | 8.46% | 251,474 | 0 | 0 | 26,141 |
| General Administration | 317,339 | 384,989 | 21.32% | 384,989 | 0 | 0 | 0 |
| Plant Maintenance & Operations | 557,947 | 457,200 | (18.06%) | 455,139 | 0 | 0 | 2,061 |
| Security & Monitoring Services | 5,267 | 9,619 | 82.63% | 9,619 | 0 | 0 | 0 |
| Data Processing Services | 89,670 | 99,222 | 10.65% | 99,222 | 0 | 0 | 0 |
| Community Service | 0 | 0 | | 0 | 0 | 0 | 0 |
| Debt Service | 337,200 | 335,000 | (0.65%) | 0 | 0 | 335,000 | 0 |
| Facilities Acq. & Construction | 17,586 | 287,662 | 1535.74% | 287,662 | 0 | 0 | 0 |
| Contracted Institutional Services | 0 | 0 | | 0 | 0 | 0 | 0 |
| Payments to Fiscal Agent | 102,706 | 154,124 | 50.06% | 154,124 | 0 | 0 | 0 |
| Payments to JJAEP Programs | 0 | 0 | | 0 | 0 | 0 | 0 |
| Other Intergovernmental Charges | 0 | 0 | | 0 | 0 | 0 | 0 |
| TOTAL EXPENDITURES | \$4,465,791 | \$4,976,267 | 11.43% | \$4,100,447 | \$198,585 | \$335,000 | \$342,235 |
| SURPLUS / (DEFICIT) | \$455,876 | (\$307,553) | | (\$258,283) | (\$16,955) | (\$1,985) | (\$30,330) |
| OTHER FINANCING SOURCES / (USES) | | | | | | | |
| Other Financing Sources | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| Other Financing Uses | \$0 | \$0 | | \$0 | \$0 | \$0 | \$0 |
| NET CHANGE IN FUND BALANCE | \$455,876 | (\$307,553) | | (\$258,283) | (\$16,955) | (\$1,985) | (\$30,330) |
| FUND BALANCE | | | | | | | |
| Beginning of Fiscal Year | | | | \$1,517,567 | \$6,601 | \$475,929 | \$174,898 |
| End of Period | | | | \$1,259,284 | (\$10,354) | \$473,944 | \$144,568 |
| | | | | Fund-199 | Fund-240 | Fund-599 | |

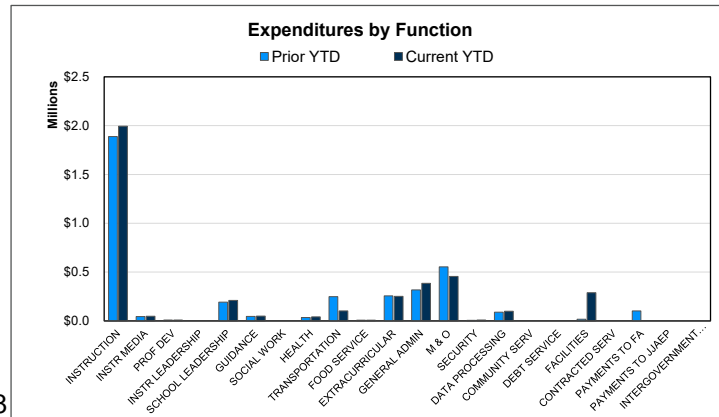
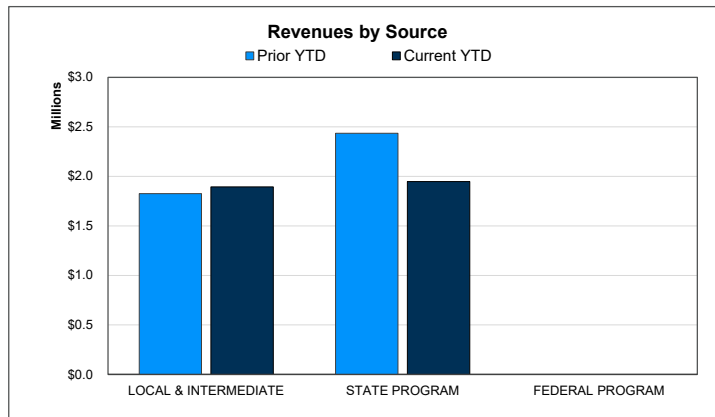


General Fund | Financial Summary

For the Period Ending March 31, 2020

FUND 199

| | Prior YTD | Prior Year Actual | YTD % of PY Actual | Current YTD | Annual Budget | YTD % of Budget |
|---|--------------------|--------------------|--------------------|--------------------|--------------------|-----------------|
| REVENUES | | | | | | |
| Local & Intermediate | \$1,826,331 | \$1,959,946 | 93.18% | \$1,894,066 | \$1,871,136 | 101.23% |
| State Program | 2,435,630 | 3,321,047 | 73.34% | 1,948,098 | 3,782,184 | 51.51% |
| Federal Program | 0 | 0 | | 0 | 0 | |
| TOTAL REVENUE | \$4,261,961 | \$5,280,993 | 80.70% | \$3,842,164 | \$5,653,320 | 67.96% |
| EXPENDITURES | | | | | | |
| Instruction | \$1,888,338 | \$2,401,953 | 78.62% | \$1,993,745 | \$2,744,363 | 72.65% |
| Instructional Media | 44,009 | 58,636 | 75.05% | 46,758 | 64,647 | 72.33% |
| Curriculum & Personnel Development | 8,549 | 8,916 | 95.88% | 8,948 | 13,250 | 67.53% |
| Instructional Leadership | 0 | 0 | | 0 | 0 | |
| School Leadership | 192,596 | 258,875 | 74.40% | 209,648 | 274,750 | 76.31% |
| Guidance & Counseling | 46,112 | 61,563 | 74.90% | 49,839 | 68,808 | 72.43% |
| Social Work Services | 0 | 0 | | 0 | 0 | |
| Health Services | 34,134 | 43,507 | 78.46% | 40,534 | 50,649 | 80.03% |
| Pupil Transportation | 248,844 | 281,328 | 88.45% | 101,914 | 312,553 | 32.61% |
| Food Services | 6,635 | 9,418 | 70.45% | 6,832 | 7,490 | 91.21% |
| Extracurricular Activities | 255,949 | 345,337 | 74.12% | 251,474 | 380,349 | 66.12% |
| General Administration | 317,339 | 444,522 | 71.39% | 384,989 | 486,368 | 79.16% |
| Plant Maintenance & Operations | 553,752 | 831,205 | 66.62% | 455,139 | 775,598 | 58.68% |
| Security & Monitoring Services | 5,267 | 9,615 | 54.78% | 9,619 | 12,821 | 75.03% |
| Data Processing Services | 89,670 | 113,879 | 78.74% | 99,222 | 126,280 | 78.57% |
| Community Service | 0 | 0 | | 0 | 0 | |
| Debt Service | 0 | 0 | | 0 | 0 | |
| Facilities Acq. & Construction | 17,586 | 32,150 | 54.70% | 287,662 | 304,700 | 94.41% |
| Contracted Institutional Services | 0 | 0 | | 0 | 0 | |
| Payments to Fiscal Agent | 102,706 | 0 | | 0 | 0 | |
| Payments to JJAEP Programs | 0 | 0 | | 0 | 0 | |
| Other Intergovernmental Charges | 0 | 0 | | 0 | 0 | |
| TOTAL EXPENDITURES | \$3,811,486 | \$5,051,613 | 75.45% | \$4,100,447 | \$5,826,574 | 70.37% |
| SURPLUS / (DEFICIT) | \$450,475 | \$229,380 | | (\$258,283) | (\$173,254) | |
| OTHER FINANCING SOURCES / (USES) | | | | | | |
| Other Financing Sources | \$0 | \$0 | | \$0 | \$0 | |
| Other Financing Uses | 0 | (108,067) | | 0 | (8,318) | |
| TOTAL OTHER FINANCING SOURCES / (USES) | \$0 | (\$108,067) | | \$0 | (\$8,318) | |
| NET CHANGE IN FUND BALANCE | \$450,475 | \$121,313 | | (\$258,283) | (\$181,572) | |
| ENDING FUND BALANCE | \$1,846,730 | \$0 | | \$1,259,286 | \$0 | |

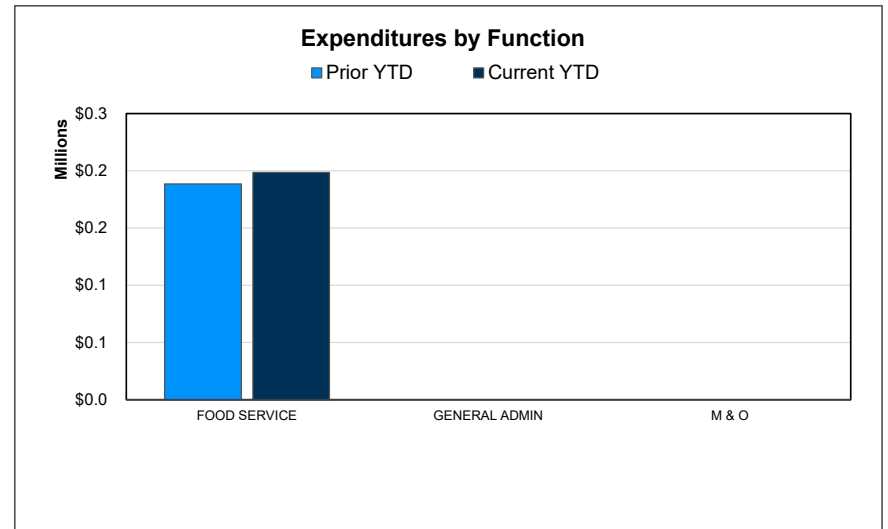
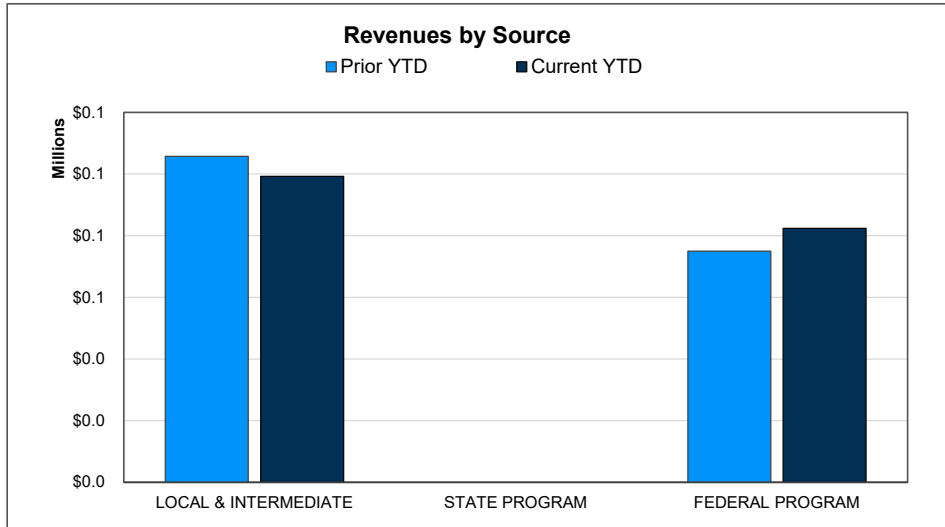


Food Service Fund | Financial Summary

For the Period Ending March 31, 2020

FUND 240

| | Prior YTD | Prior Year Actual | YTD % of PY Actual | Current YTD | Annual Budget | YTD % of Budget |
|---|------------------|-------------------|--------------------|-------------------|------------------|-----------------|
| REVENUES | | | | | | |
| Local & Intermediate | \$105,737 | \$146,635 | 72.11% | \$99,238 | \$127,272 | 77.97% |
| State Program | 0 | 1,152 | 0.00% | 0 | 1,500 | 0.00% |
| Federal Program | 74,974 | 126,857 | 59.10% | 82,392 | 116,525 | 70.71% |
| TOTAL REVENUE | \$180,711 | \$274,644 | 65.80% | \$181,630 | \$245,297 | 74.04% |
| EXPENDITURES | | | | | | |
| Food Services | \$188,589 | \$275,105 | 68.55% | \$198,585 | \$253,615 | 78.30% |
| General Administration | 0 | 0 | | 0 | 0 | |
| Plant Maintenance & Operations | 0 | 0 | | 0 | 0 | |
| TOTAL EXPENDITURES | \$188,589 | \$275,105 | 68.55% | \$198,585 | \$253,615 | 78.30% |
| SURPLUS / (DEFICIT) | (\$7,878) | (\$461) | | (\$16,955) | (\$8,318) | |
| OTHER FINANCING SOURCES / (USES) | | | | | | |
| Other Financing Sources | \$0 | \$0 | | \$0 | \$8,318 | |
| Other Financing Uses | 0 | 0 | | 0 | 0 | |
| TOTAL OTHER FINANCING SOURCES / (USES) | \$0 | \$0 | | \$0 | \$8,318 | |
| NET CHANGE IN FUND BALANCE | (\$7,878) | (\$461) | | (\$16,955) | \$0 | |
| ENDING FUND BALANCE | (\$815) | | | (\$10,354) | | |

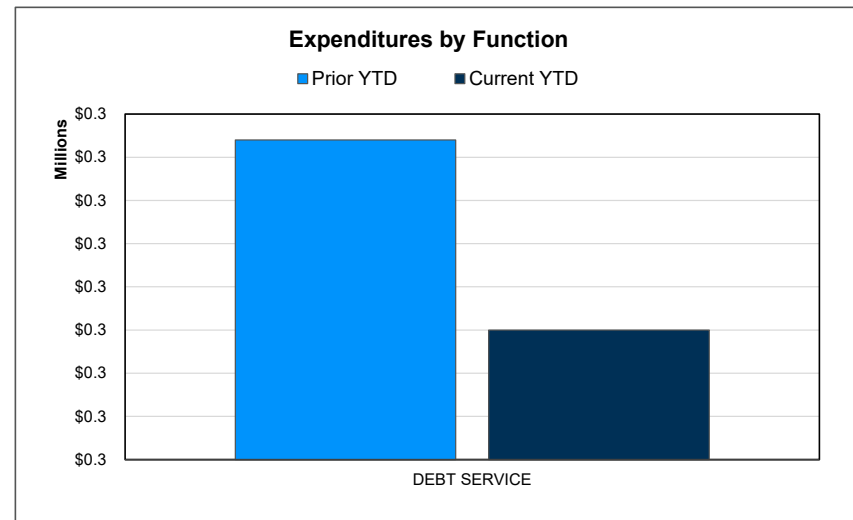
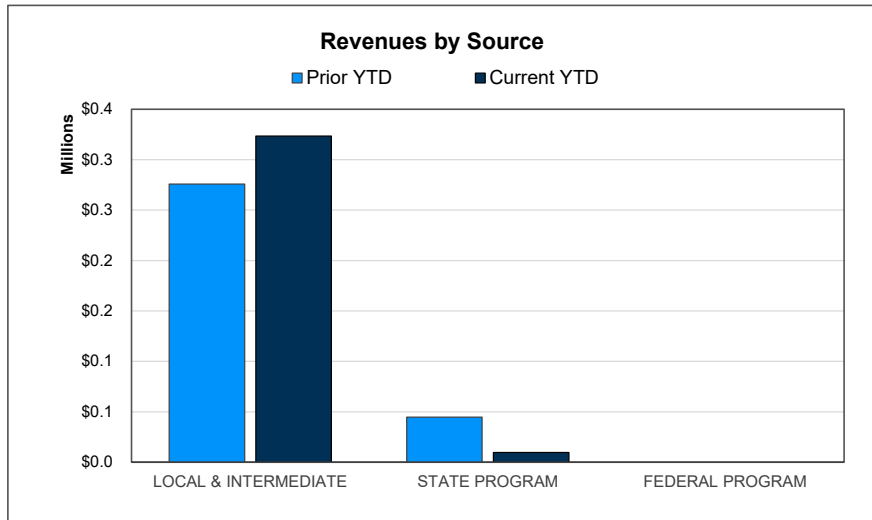


Debt Service Fund | Financial Summary

For the Period Ending March 31, 2020

FUND 599

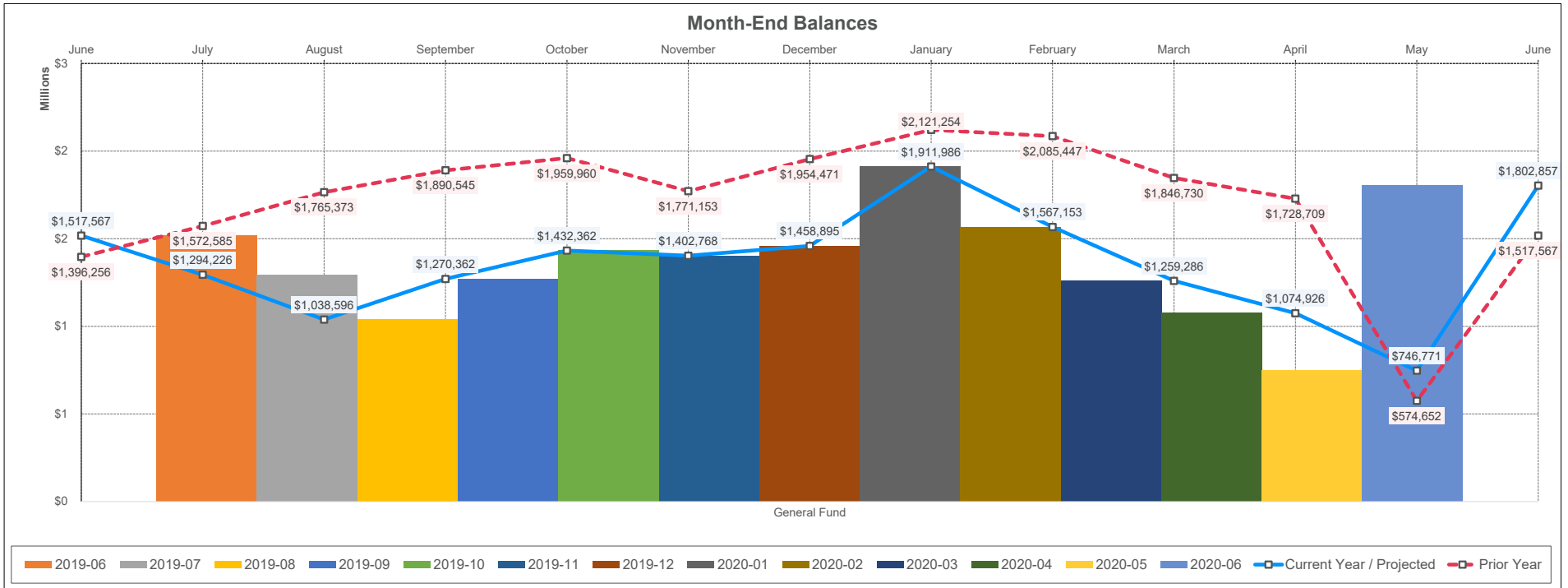
| | Prior Year | | | Current Year | | |
|---|-------------------|-------------------|--------------------|------------------|------------------|-----------------|
| | Prior YTD | Prior Year Actual | YTD % of PY Actual | Current YTD | Annual Budget | YTD % of Budget |
| REVENUES | | | | | | |
| Local & Intermediate | \$275,822 | \$294,428 | 93.68% | \$323,406 | \$320,483 | 100.91% |
| State Program | 44,721 | 44,916 | 99.57% | 9,609 | 5,897 | 162.95% |
| Federal Program | 0 | 0 | | 0 | 0 | |
| TOTAL REVENUE | \$320,543 | \$339,344 | 94.46% | \$333,015 | \$326,380 | 102.03% |
| EXPENDITURES | | | | | | |
| Debt Service | \$337,200 | \$337,200 | 100.00% | \$335,000 | \$335,050 | 99.99% |
| TOTAL EXPENDITURES | \$337,200 | \$337,200 | 100.00% | \$335,000 | \$335,050 | 99.99% |
| SURPLUS / (DEFICIT) | (\$16,657) | \$2,144 | | (\$1,985) | (\$8,670) | |
| OTHER FINANCING SOURCES / (USES) | | | | | | |
| Other Financing Sources | \$0 | \$0 | | \$0 | \$0 | |
| Other Financing Uses | 0 | (13,177) | | 0 | 0 | |
| TOTAL OTHER FINANCING SOURCES / (USES) | \$0 | (\$13,177) | | \$0 | \$0 | |
| NET CHANGE IN FUND BALANCE | (\$16,657) | (\$11,033) | | (\$1,985) | (\$8,670) | |
| ENDING FUND BALANCE | \$470,305 | | | \$473,944 | | |



General Fund

For the Period Ending March 31, 2020

Month-End Balances



AGREEMENT FOR PROFESSIONAL EDUCATIONAL CONSULTING SERVICES

This agreement for Professional Educational Consulting Services (“Agreement”) is by and between Becky S. Decker, LLC (“Consultant”) and Era ISD (“District”). Consultant and District may be referred to individually as “party” and collectively as “parties”.

Recitals

WHEREAS Consultant, is in the business of providing educational products and services as set forth in section 2 (“Services”) to public school districts; and

WHEREAS the Consultant desires to render professional Services to the District and District wishes to receive from Consultant on the terms and conditions provided in the Agreement.

NOW THEREFORE, for good and valuable consideration and in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

Term and Termination

1. This Agreement is effective upon the date specified in Section 16 of this Agreement and shall automatically terminate at 11:59 pm Central Standard Time on June 30, 2021 unless otherwise terminated according to the terms set forth herein. Consultant or District may terminate this Agreement for any or no reason at any time by giving 30 days’ prior written notice. Any fee due to the Consultant at the time of an early termination shall be prorated against the number of days remaining in this Agreement. In the event of early termination, District shall be liable for paying only that prorated fee to Consultant for products and Services provided up to the effective date of termination.

Services

2. Technical Assistance Services to be rendered by the Consultant to District during the Term hereof shall consist of the following:
 - 2.1 Communication with District personnel shall be made through the superintendent, assistant superintendent, federal programs director and/or business manager unless otherwise agreed to by the parties to this Agreement.
 - 2.2 Provide the following technical assistance as related to federal programs:
 - 2.2.1 Information on rules, regulations, and contacts for federal programs, fiscal, and compliance issues implemented by the District
 - 2.2.2 Questions regarding program(s) expenditures and reports, District/Campus Improvement Plans, federal fiscal monitoring,
 - 2.2.3 Expertise in the following areas of the Elementary and Secondary Education Act (“ESEA”)/Every Student Succeeds Act (“ESSA”):
 - 2.2.3.1 Comprehensive Needs Assessment and Campus Improvement Plans (Best Practices)
 - 2.2.3.2 Program outcomes
 - 2.2.3.3 Program compliance monitoring
 - 2.2.3.4 ESSA Validation process

- 2.2.3.5 Most recent changes/guidance of ESEA/ESSA
- 2.2.4 Provide guidance on ESEA/ESSA Parent and Family Engagement
 - 2.2.4.1 Campus and District parent and family engagement policies
 - 2.2.4.2 Required notifications
 - 2.2.4.3 School-Parent Compacts
 - 2.2.4.4 Homeless services and policies
 - 2.2.4.5 Foster Care services/policies
- 2.2.5 Consult with the District in the processes of preparation, submittal, negotiations and amendments, as needed, for ESEA/ESSA-no charge for application assistance:
 - 2.2.5.1 Title I, Part A Improving Basic Programs (if independent project)
 - 2.2.5.2 Title II, Part A Teacher, Principal, Training and Recruiting Fund (if independent project)
 - 2.2.5.3 Title I, Part C Migrant Education (if independent project)
 - 2.2.5.4 Title III Limited English Proficient (if independent project)
 - 2.2.5.5 Title IV SSAE (if independent project)
 - 2.2.5.6 Title V Part B Subpart II Rural and Low Income (if independent project)
- 2.2.6 Technical Assistance through consultation with the District in the process of preparing and submittal of program evaluations for the following:
 - 2.2.6.1 Gun Free Schools Report for District and appropriate campuses
 - 2.2.6.2 Title I, Part A Improving Basic Programs (if independent project)
 - 2.2.6.3 Title II, Part A Teacher, Principal, Training and Recruiting (if independent project)
 - 2.2.6.4 Title I, Part C Migrant Education (if independent project)
 - 2.2.6.5 Title III Limited English Proficient (if independent project)
 - 2.2.6.6 Title IV SSAE (if independent project)
 - 2.2.6.7 Title V Part B Subpart II Rural and Low Income (if applicable)
 - 2.2.6.8 Private Schools Compliance Report (if and only if no private schools participate)
 - 2.2.6.9 Title IX Unsafe School Choice
- 2.3 Communication with the District through the following:
 - 2.3.1 Email
 - 2.3.2 Phone
 - 2.3.3 FAX
 - 2.3.4 Mail
 - 2.3.5 On-site visits when appropriate
 - 2.3.6 Attend conferences and provide updated information
- 2.4 Collaborate with administrators in the completion and submission of:
 - 2.4.1 All ESEA/ESSA Consolidated Federal grant programs
 - 2.4.2 District Equity Data Survey – PR1500

- 2.4.3 District Equity Plan
- 2.4.4 Provide ESSA Checklist for required activities
- 2.4.5 Provide sample documents for Title IA Annual Parent Meeting
- 2.4.6 Provide sample evaluation and planning documents for Site-Base teams
- 2.4.7 Provide notification of Results Driven Accountability (RDA) and Data Reporting compliance (DRC) as related to program compliance implementation
- 2.4.8 Needs, Priorities and Program Outcomes – SC3001
- 2.4.9 TEA ESSA random validations (CNA, DIP/CIP, Parent and Family Engagement Policy, Translation Policy, Supplement not Supplant methodology, Title IA Elements, Title IIA, Title IVA, and Safe Schools)

2.2 State Compensatory Education – no charge since it is a State Program

- 2.2.1 Provide current guidance on identification and programs from ACET presentations
- 2.2.2 Provide guidance on the submission of required District and Campus Improvement Plans

Use of Agents or Assistants

1. This Agreement is strictly for the Services by the Consultant.

Invoices, Fees and payment

2. In consideration of the Services to be rendered under this Agreement, the Consultant will be entitled to a fee equal to 7% of the Title I, Part A planning entitlement amount and a cap at \$ 10,000.00 even if 7% exceeds \$10,000.00 plus reimbursement for expenses to be paid in the following manner:
 - 4.1 District shall pay Consultant per the terms set forth on the applicable invoices(s). Invoices will be submitted quarterly for Services rendered and include Services provided, dates of Service and location where Services were rendered. For the avoidance of doubt, the invoices will be submitted by Consultant to District the quarter following the quarter in which Services are rendered.
 - 4.2 District agrees to pay Consultant out of the fund sources(s) as required by law. The fund sources are set forth in Attachment A (attached herto and incorporated herein).

Additional Travel by Consultant at the Request of District

3. For District requested travel beyond three on-site visits during the Term. Consultant shall be entitled to be reimbursed for a daily rate of five-hundred dollars (\$500.00) plus Travel Expenses (defined, below) related to the carrying out of this Agreement. If the Consultant is requested to perform additional/extra services beyond the devotion of time (as described in Section 6, below) the Consultant shall be entitled to be reimbursed for Travel Expenses related to such request. Consultant shall be reimbursed for Travel Expenses at the rate applicable to public school employees at the time the reimbursement is sought. The parties agree that the following Travel Expenses associated with providing the Services as set forth herein are not included in the fee set forth in Section 4 of the Agreement but shall be reimbursed to the Consultant by the District as reimbursable expenses (“Travel Expenses”):

- 5.1 Airfare, lodging, rental car, fuel, airport parking, mileage on personal car, public transportation
- 5.2 Lodging expenses at the actual cost incurred by Consultant. Consultant will make a reasonable effort to stay at the hotel at which the requested meeting or conference is located.
- 5.3 Other expenses including but not limited to tuition of conferences, meals and incidentals.

Devotion of Time

- 4. The Consultant will devote the time that is commercially reasonable for a satisfactory performance of her duties under the Agreement. The Consultant will travel to District at Consultant's expense up to three (3) on-site visits during the Term.

Limitation of Liability

- 5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE LIABILITY OF CONSULTANT AND ITS EMPLOYEE, AGENTS, MEMBERS, OWNERS, AND SERVICE PROVIDERS SHALL IN NO EVENT EXCEED THE AMOUNT ACTUALLY PAID BY DISTRICT TO CONSULTANT UNDER THIS AGREEMENT DURING THE TERM HEREOF. CONSULTANT SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR AMOUNTS FOR LOSS OF INCOME, PROFITS OR SAVINGS, LOSS OF DATA ARISING OUT OF OR RELATING TO ITS/HIS/HER PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT EVEN IF THE PARTY AGAINST WHOM LIABILITY IS SOUGHT TO BE IMPOSED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL ANY EMPLOYEES, MANAGER OR MEMBERS OF CONSULTANT BE PERSONALLY LIABLE FOR ANY CLAIMS, ACTION, SUITE OR PROCEEDING ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT. DISTRICT SHALL TURN ONLY TO CONSULTANT FOR ANY REMEDIES AT LAW OR AT EQUITY SOUGHT FOR ANY ACTIONS OR OMISSIONS ARISING UNDER OR IN ANY WAY RELATING TO THIS AGREEMENT.

Indemnification

- 6. The District agrees to fully indemnify, defend and hold Consultant harmless from and against any and all costs, charges and expenses whatsoever incurred or sustained by the Consultant in connection with any claim, action, suit or proceeding to which she may be made a party or have asserted against her by reason of her being or having been a consultant for the District or having acted or being claimed to have acted on behalf of the District in such capacity, to the fullest extent permitted by the laws of the State of Texas, provided and to the extent that Consultant acted in good faith, in a manner Consultant reasonably believed to be in the best interests of the District and Consultant had reasonable cause to believe such conduct was lawful or no reasonable cause to believe such conduct was unlawful and not violative of third person or entity rights. The Consultant shall be obligated to notify the District as soon as the Consultant receives any notice of claims to which this indemnification applies and to cooperate fully with District in response to and defense of the same.

7. District shall not share, distribute or disseminate any advice provided by Consultant to District (whether oral or written) or documentation provided by Consultant without the prior written consent of Consultant (which such consent shall be at the sole discretion of Consultant).

Entire Agreement

8. This Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written oral agreements between the parties respecting this subject matter.

Successors and Assigns

9. Subject to the provisions regarding assignment, this Agreement is binding on and inures to the benefit of the parties to it and their respective successors, and assigns.

Attorney's Fees

10. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party is entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

Disputes

11. This Agreement, and the rights and duties of the parties under it, are governed by the laws of the State of Texas. The parties agree that any legal proceeding regarding this Agreement shall be brought in Lubbock County, Texas. Any claim arising out or related to the Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party.

The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Lubbock County, Texas, unless another location is mutually agreed upon by the parties hereto. Agreement reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney fees, costs, and necessary disbursement in addition to any other relief to which (s)he or it may be entitled.

Amendment

12. This Agreement may be amended only by the mutual agreement of the parties to it, in a writing signed by the parties to be attached to and incorporated in this Agreement.

Legal Construction

13. In the event that any one or more of the provisions contained in this Agreement is for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions, and the Agreement will be construed as if the invalid, illegal, or unenforceable provision had never been contained in it.

Additional Information

14. The delivery of these Services as described in this Agreement is contingent upon:
- 16.1 The provision of proper and timely responses and required information and/or documentation as requested by the Consultant.
 - 16.2 Should sufficient funds, responses or information not be received, the delivery of Services must necessarily be reduced accordingly.
 - 16.3 Parties agree that if federal funds are used to pay for Services rendered by Consultant, this Agreement identifies and lists only those Services that are reasonable, necessary, and allocable to be provided during the period of availability for the federal funding sources listed in the Agreement.
 - 16.4 Parties agree that if federal funds are used to pay for Services, federal competitive procurement processes, such as those set forth in 2CFR 200.318-323 were followed in securing the Agreement.
 - 16.5 Parties agree that if federal funds are used to pay for Services rendered by Consultant, cost for all professional Services provided under the Agreement shall comply with 2CFR 200.459.
 - 16.6 The parties acknowledge and agree that any payments made for Services rendered by Consultant shall be made from current revenues available to District and be aligned to the grant period of availability as stated on the Notice of Grant Award (“NOGA”).
 - 16.7 The parties agree that the fees herein charged fairly compensate the Consultant for the Services provided and Services set forth in the Agreement are provided during the term of the Agreement.
 - 16.8 Parties agree that the Agreement shall be effective upon the later of:
 - 16.8.1 July 1, 2020 or
 - 16.8.2 Date District receives the 2020-2021 NOGA from the awarding agency providing source funding for the payments and effective date of grant period.

Becky S. Decker, LLC

By: Becky S. Decker

Jeremy Thompson, Superintendent

ATTACHMENT A

Quarterly invoices will be sent via email to the district the first of October, January, April, and July.

Each invoice will include:

- services rendered for the previous quarter, dates of services and location of services
- fund sources charged for technical assistance
- 211 Planning Amount
- Total contract amount for 2020-2021
- Amount charged for each ESSA program for the year and quarterly

| | | |
|-----------------------------------|----------------------|----|
| Title I, Part A (211) total= \$ | (211) TIA Quarterly | \$ |
| Title II, Part A (255) total= \$ | (255) TIIA Quarterly | \$ |
| Title IC, Migrant (212) total= \$ | (212) TIC Quarterly | \$ |
| Title III-LEP (263) total= \$ | (263) TIII-LEP | \$ |
| Title IV-SSAE (289) total= \$ | (289) SSAE | \$ |

The District will be charged a total amount equal to 7% of the Title I, Part A planning entitlement for technical assistance services.

If the district pays for technical assistance services from local funds, ESSA Programs will not be charged for services rendered. The invoice will indicate that local funds will pay for services rendered.

For each program area the district applies as “on own” a percentage charge for services rendered will be assessed. If Title IIA or IVA programs indicate 100% REAPd or 100% Transferability is used to meet the intents and purposes of TIA, those programs will not be charged a percentage for services. All services will be paid from Title IA.

If the calculated Title IA percentage is above the maximum of \$ 10,000.00, the district’s total contract amount will be \$10,000 with a Quarterly amount of \$ 2,500.00.

If the calculated Title IA percentage is below the minimum of \$ 3,000.00, the district’s total contract amount will be \$ 3,000.00 with a Quarterly amount of \$ 750.00.

**RESOLUTION OF THE BOARD OF TRUSTEES OF
THE ERA INDEPENDENT SCHOOL DISTRICT
REGARDING DELEGATION OF AUTHORITY
DURING COVID-19 EMERGENCY**

WHEREAS, the Board of Trustees (“Board”) of the Era Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

WHEREAS, on April 17, 2020, the Governor of the State of Texas extended the order for closure of all schools through the end of the 2019-2020 school year;

WHEREAS, the Board recognizes that COVID-19 is an unforeseen and unavoidable emergency of urgent public necessity, that the World Health Organization has declared COVID-19 a pandemic;

WHEREAS, the Board has a substantial public interest in protecting the health and safety of its students, staff, and community and therefore desires to ensure that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19;

WHEREAS, the Board seeks to retain its employees, reduce turnover, increase morale, help employees focus on work-related matters while at work, and facilitate the return to duty of employees if schools are closed and believes that an additional public purpose exists in doing so; and

WHEREAS, the Board believes the public purposes described above are fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address this ever-changing emergency situation in the best interest of the health, safety, and well-being of its students, staff, community, and the citizenship at-large.

IT IS THEREFORE RESOLVED THAT the Board of Trustees finds a substantial public purpose exists in protecting the health and safety of its students, staff, and community and therefore in ensuring that the school district and community are prepared to the fullest extent possible to protect the health and safety of students, staff, and community in light of COVID-19.

In furtherance of the public purposes so stated in this Resolution, the Board of Trustees makes the following delegations to the Superintendent and designee(s) in order to efficiently and effectively prepare the school district in response to the declarations of emergency announced by the State of Texas, as well as in preparation for the potential declarations of emergencies by other local, state, and/or national and international officials:

1. The authority to act in the place of the Board under Board Policy DEA (Local) and thus make all decisions regarding payment of employees during an emergency closure, to implement the provisions of Board Policy DEA (Local), and to make determinations regarding the purpose and parameters of any such payments;
2. Final authority for employment of contractual personnel;
3. The authority to alter the District's 2019-2020 school calendar by changing and/or adding school/instructional hours and work/school days as necessitated by any emergency closure or related concerns;
4. The authority to create guidelines and make determinations regarding absences, leave time, leave days, and compensation of any employee who is quarantined as a result of COVID-19 and/or who tests positive for COVID-19 and who presents appropriate medical documentation regarding themselves and/or an immediate family member, in the sole discretion of the Superintendent or designee(s), in compliance with Texas and federal law;
5. The authority to seek any necessary waivers from the Texas Education Agency without further action of the Board of Trustees regarding missed instructional days, low attendance, or any matters related to the emergency closures as part of this Resolution;
6. The authority to declare a catastrophe and take all actions as appropriate in accordance with Texas Government Code Section 552.233 regarding temporary suspension of the Texas Public Information Act;
7. The authority to procure, negotiate, and execute contracts for goods and services that are necessary to mitigate, prevent, restore, and repair damage caused to District equipment, personal property, and facilities or to protect the safety of District students and staff, given that the emergency of COVID-19 and its potential spread constitutes an unforeseen emergency/matter of urgent public necessity, and the delays posed by competitive procurement of contracts necessary to restore, replace, and/or repair equipment, personal property, and/or school facilities will prevent or substantially impair the conduct of classes or other essential school activities;
8. In the event other waivers or immediate action is needed, the Superintendent is authorized to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the national and state authorities and/or agencies;
9. The authority to suspend the timelines for complaints/grievances under Board Policies DGBA (Local), FNG (Local) and GF (Local);
10. The authority to suspend the policies pertaining to retention/promotion, grading, class rank, and contest/competition, including but not limited to those found in Board Policies EIA (Local), EIC (Local), EIE (Local), and FMF (Local); and

11. The authority granted by this resolution is effective for the remainder of the 2019-2020 school year unless the Board takes action to authorize such delegations for a longer duration.

PASSED AND APPROVED this 20th day of **April, 2020** by the Board of Trustees for the Era Independent School District.

By: Jeffrey Stevens, Board President

Attest: Jeff Brown, Board Secretary

**RESOLUTION OF THE
ERA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
REGARDING POLICY EIC(LOCAL) FOR CLASS RANK AND RELATED POLICIES
DURING COVID-19 EMERGENCY**

WHEREAS, the Board of Trustees (“Board”) of the Era Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District;

WHEREAS, on March 13, 2020, the Governor of the State of Texas declared a statewide emergency, and, later that same day, the President of the United States declared a national emergency regarding COVID-19;

WHEREAS, on April 17, 2020, the Governor of the State of Texas extended the order for closure of all schools through the end of the 2019-2020 school year;

WHEREAS, the Era Independent School District’s Board of Trustees has implemented procedures for continuity of instruction to the extent possible during the district closure;

WHEREAS, the Board finds that a need exists to temporarily adjust local policy provisions addressing class rank, grading, and related matters under these circumstances to ensure fair and consistent designation of local honors;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES:

RESOLVED, the Board of Trustees makes the following temporary adjustments to policy EIC(LOCAL), Class Rank:

- For the graduating class of 2020, the determination of local honors, including valedictorian and salutatorian determinations, shall be based on the grades available for the most recent final grading period before the district began remote instruction (cumulative calculations through and including the end of the 4th 6-weeks grading period in Spring 2020).
- For students who are not in the graduating class of 2020, including students who may enroll in EISD in future years, the calculation of GPA and the determination of local honors, including valedictorian and salutatorian determinations, shall exclude grades earned during the spring semester of the 2019-2020 school year, regardless of which school the student attended during the spring semester of the 2019-2020 school year.
- No grade of P or F earned during the coronavirus-related school closure during the Spring semester of 2020 will be included in the calculation of class rank.
- No grade of P or F earned during the coronavirus-related school closure during the Spring semester of 2020 will be included in the calculation of Grade Point Average (GPA).

RESOLVED, the Board of Trustees hereby delegates to the Superintendent the authority to suspend policies pertaining to retention/promotion, grading, class rank, eligibility for contests/competitions and other student activities, including but not limited to those found in Board Policies EIA(LOCAL), EIC(LOCAL), EIE(LOCAL), FM(LOCAL), FMF(LOCAL), and any other policies that could relate to grading, retention/promotion, class rank, and/or eligibility for contests/competitions and other student activities to the extent necessary to effectuate the temporary adjustments to policy EIC(LOCAL).

RESOLVED, the authority granted by this resolution to adjust EIC(LOCAL) calculations shall apply for the remainder of the 2019–2020 school year, unless the Board takes further action.

PASSED AND APPROVED this 20th day of April, 2020, by the Board of Trustees.

By: Jeffrey Stevens, Board President

Attest: Jeff Brown, Board Secretary