

# Agenda of Regular Board Meeting

## The Board of Trustees Judson ISD

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A Regular Board Meeting of the Board of Trustees of Judson ISD will be held August 20, 2020, beginning at 6:00 PM in the ERC Board Room, 8205 Palisades Dr, Live Oak, Texas 78233.

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

1. MEETING CALLED TO ORDER
  - A. Roll Call, Establishment of Quorum, Invocation, Pledge of Allegiance
2. RECOGNITIONS
3. ACKNOWLEDGEMENT OF VISITORS/CITIZENS TO BE HEARD
  - A. Public Address
  - B. Public Comment
4. CONSIDERATION OF CONSENT ITEMS
  - A. Consider and take action regarding approving Minutes from the Special Meetings held on July 7, August 6 and the Regular Meeting held on July 16, 2020 4
  - B. Consider and take action regarding approving the Monthly Financial Information as of June 30, 2020 13
  - C. Consider and take action regarding approving Expenditures Equal to or Greater than \$50,000 22
  - D. Consider and take action regarding approving Cash Investment Report for all funds as of June 30, 2020 28
  - E. Consider and take action regarding approving the extension of the Employee Group Health Insurance benefits with United Health for the 2021 plan year 47
  - F. Consider and take action regarding approving renewal rates with PCAT for auto and liability coverage 49
  - G. Consider and take action regarding approving the submittal for Request for Proposal 20-11 Concrete Paving or Repairs 52
  - H. Consider and take action regarding approving the submittal for Request for Proposal 20-12 Asphalt Paving or Repairs 57
  - I. Consider and take action regarding approving the ranking of the submittals for the Request for Competitive Sealed Proposal 20-21 Kirby Middle School Lighting Project 62

J. Consider and take action regarding approving the resolution approving the sale of real property described as a 0.083 of one acre parcel of land out of the Antonio Amador Survey, Abstract Number 1177, Bexar County, Texas, and being a portion of Lot 1, Block 1, Judson Independent School District New Converse Elementary School, a subdivision of record in volume 9577, page 98, Plat Records of Bexar County to the State of Texas, acting by and through the Texas Transportation Commission, for \$1,078.00 plus cost of the conveyance, delegating authority to the Superintendent to execute the necessary Contract and granting signatory authority for closing documents to the Board President.	69
K. Consider and take action regarding approving the Certified List of Appraisers for the 2020-2021 School Year	91
L. Consider and take action regarding approving the Texas Teacher Evaluation and Support System (T-TESS) Appraisal Calendar FOR 2020-2021	95
M. Consider and take action regarding approving the Texas Principal Evaluation and Support System (T-PESS) Appraisal Calendar	99
N. Consider and take action regarding approving the Optional Flexible School Day Program (OFSDP) for Judson High School, Wagner High School, Veterans Memorial High School, Judson Learning Academy and Judson Early College Academy for the 2020-2021 School Year	101
O. Consider and take action regarding approving the Bexar County Juvenile Probation Center Memorandum of Understanding	114
P. Consider and take action regarding approving a resolution regarding District Operations during the COVID-19 event	133
Q. Consider and take action regarding approving College Boards College Readiness and Success Contract	137
<b>5. DISCUSSION/CONSIDERATION OF ACTION ITEMS</b>	
A. Consider and take possible action regarding approving a Waiver to Extend the Start of the 2020-2021 School Year Transition Beyond the Four-Week Limit	157
B. Consider and take possible action regarding approving the endorsement of candidate for the Texas Association of School Boards (TASB) Board of Directors	159
C. Local District Policy Update, DNA(LOCAL)	171
D. Consider and take possible action(s) regarding approving the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments	174
<b>6. DISCUSSION ITEMS/REPORTS</b>	
A. Superintendent Report	175
1. Construction Report	176
B. Policy Update 115 affecting (LOCAL) Policies	181
C. Update on Board Advisory Committees	229
D. Update on Board Training, Conferences, Events and Consider Future Agenda Item Requests by Board Members	230
<b>7. CLOSED SESSION</b>	

A. Pursuant to Texas Government Code Section 551.074, Discussing Personnel, the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments

8. CONSIDER AND TAKE POSSIBLE ACTION(S) REGARDING ITEMS DISCUSSED IN CLOSED SESSION

A. Consider and take possible action(s) regarding the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments

9. ADJOURNMENT



**Meeting Date:** August 20, 2020

**Submitted By:** Dr. Jeanette Ball  
**Title:** Superintendent

**Agenda Item:** Consider and take action regarding approving Board Minutes from the Special Meetings held on July 7, August 6 and the Regular Meeting held on July 16, 2020

**CONSENT ITEM**

**RECOMMENDATION:**

The Board approve the Minutes from the Special Meetings held on July 7, August 6 and the Regular Meeting held on July 16, 2020

**IMPACT/RATIONALE:**

**BOARD ACTION REQUESTED:**

**Approval/Disapproval**

**Unofficial and Unapproved  
Minutes of Special Meeting  
July 7, 2020  
The Board of Trustees  
Judson ISD**

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A Special Meeting of the Board of Trustees of Judson ISD was held Tuesday, July 7, 2020, beginning at 2:30 PM in the ERC Board Room, 8205 Palisades Dr., Live Oak, Texas. Notice of this meeting was posted in accordance with the Texas Open Meeting Act, Texas Government Code Chapter 551. The meeting was audio and video tape recorded.

Present: Shatonya King, Debra Eaton, Suzanne Kenoyer, Renée Paschall and Superintendent Dr. Jeanette Ball attended in Person. Lynette Perez, Rafael Diaz attended by video conference. Ms. Rodriguez joined the meeting at 3:03pm via video conference.

Absent: None

1. MEETING CALLED TO ORDER

A. Roll Call, Establishment of Quorum

President Renée Paschall called the meeting to order at 2:34pm. Roll call was conducted and a quorum was established

2. ACKNOWLEDGEMENT OF VISITORS/CITIZENS TO BE HEARD

A. Public Address

None.

B. Public Comment

Marilyn McKinney addressed the Board.

3. DISCUSSION/CONSIDERATION OF ACTION ITEMS

A. Consider and take possible action regarding approving a budget amendment to the 2021 fiscal year

Motion made by Ms. Perez, seconded by Ms. Eaton

For: 7

Against: 0

Abstained: 0

Motion passes.

B. Consider and take possible action(s) regarding approval of the Personnel Report and Updates including New Hires, Resignations and Administrative Appointments

See item 6A.

4. DISCUSSION ITEMS/REPORTS

A. Discuss parent options for instructional delivery models for elementary and secondary students

Ms. Davis presented the instructional delivery models for elementary students.  
Ms. Robinson presented the instructional delivery models for secondary students.  
Dr. Ball presented a video that was created to share the return to learn options that are available for students.

The Board adjourned into Closed Session at 4:42pm.

5. CLOSED SESSION

- A. Pursuant to Texas Government Code Section 551.074, Discuss Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments

The Board reconvened into Open Session at 5:08pm. No final action, decision or vote was taken while in Closed Session.

6. CONSIDER AND TAKE POSSIBLE ACTION(S) REGARDING ITEMS DISCUSSED IN CLOSED SESSION

- A. Consider and take possible action(s) regarding Personnel Report Including New Hires, Resignations and Administrative Appointments

Motion made by Ms. Kenoyer, seconded by Ms. Eaton

For: 7

Against: 0

Abstained: 0

Motion passes.

7. ADJOURNMENT

There being no further business, the meeting was adjourned at 5:09pm.

**Unofficial and Unapproved  
Minutes of Special Meeting  
August 6, 2020  
The Board of Trustees  
Judson ISD**

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A Special Meeting of the Board of Trustees of Judson ISD was held Thursday, August 6, 2020, beginning at 1:00 PM in the ERC Board Room, 8205 Palisades Dr., Live Oak, Texas. Notice of this meeting was posted in accordance with the Texas Open Meeting Act, Texas Government Code Chapter 551. The meeting was audio and video tape recorded.

Present: Rafael Diaz, Jennifer Rodriguez, Suzanne Kenoyer, Debra Eaton, Shatonya King, Renée Paschall and Superintendent Dr. Jeanette Ball attended in person; Lynette Perez joined the meeting virtually at 1:27pm.

Absent: None.

**1. MEETING CALLED TO ORDER**

**A. Roll Call, Establishment of Quorum**

President Renée Paschall called the meeting to order at 1:00pm. Roll call was conducted and a quorum was established.

**2. ACKNOWLEDGEMENT OF VISITORS/CITIZENS TO BE HEARD**

**A. Public Address**

Marilyn McKinney addressed the board.

**B. Public Comment**

Lucas Lovelace, Meghan Akridge, Rebecca Aguilar, Kristina Barna, Elena Herrera-Gonzalez, Irma Carolina Rubio, Shon Williams, Jennifer Lopez, Breanna Andrews, Vanessa Garza, Sandra Grogan (comment sent on behalf of Leigh Campbell, Lauren Pallaez, Mary Salyer, Valeria Sharp-Wilson, Tina Ramirez-Tubbs, Erin Freeman-Soliz, Katherine Valadez-Smith, Larry J Bailey, Jennifer Lopez, Lacy Lansford, Alexis McJilton, Mendy Manzanera, Laura Michelle Medone, Cindy Hubbart, Lucas Lovelace, Crystal Rohlke, KR "Z" Ziarkowski, Lindsay Leppo, Curtis Scheele, Dana L. Brown, Abigail Flores, Rebecca Williams, Desaree Machuca, Alexis Green, Maria M. Sanchez-Ortiz, Mónica Nichols Yvette Olguin, Christina Lopez-Mobilia, DeAngelo Freeman, Kathryn King, Alene Bray, Shauna Villarreal, Stephanie Atkinson, Tonya James, Denise Hastings, Patricia Alejandro, Crystal Young, Sue Koenemann Carter, Valerie Elliott, Mary Wilkerson, Gina Burkhalter, Avari Jecmenek, Melonie Thornton, Kimberly Hoffman, Rossana Nichols, Kay Comstock-May, Katherine Boles, Simone Hudson, Sairah Javier, Lydia Bosquez, Maria Romero, Idalia Acosta, Astrid McKinley, Cari Brown, Xavier Dominguez, Anna Simon, Deanira Monday, Alice Medina, Janine

Cook, Lisa Shukla, Valeria Hellman, Sarah Howe, Flor Diaz, FeeDee Langrehr, Yvette Huizar, Amy Paul, Mendi Rodriguez, Rebecca Roberts, Sheila Carter), Sherie Amaya, Sarah Cloyed, and Andrea Salazar and addressed the board.

3. CONSIDERATION OF CONSENT ITEMS

- A. Consider and take action regarding approving expenditures equal to or greater than \$50,000

Motion made by Ms. Kenoyer, seconded by Mr. Diaz

For: 7                      Against: 0                      Abstained: 0

Motion passes.

4. DISCUSSION/CONSIDERATION OF ACTION ITEMS

- A. Consider and take possible action regarding approval of updating the Instructional Calendar for the 2020-2021 School Year

Motion made by Ms. Kenoyer to approve the calendar as presented by Dr. Ball, seconded by Mr. Diaz

For: 7                      Against: 0                      Abstained: 0

Motion passes.

- B. Consider and take possible action regarding approval of Operation Connectivity Interlocal Agreement with Region 4 Education Service Center for technology purchases

Motion made by Ms. Kenoyer, seconded by Ms. Paschall

For: 7                      Against: 0                      Abstained: 0

Motion passes.

- C. Consider and take possible action(s) regarding approval of the Personnel Report and Updates including New Hires, Resignations and Administrative Appointments

*See Item 7A.*

5. DISCUSSION ITEMS/REPORTS

- A. Discuss Return to Learn Plan for elementary and secondary students

Dr. Ball began the presentation of the new return to learn plan that was updated since the last presentation. Ms. Davis shared the highlights of the return to learn instructional plan for elementary students. Ms. Robinson continued the presentation with information for secondary students.

The Board took a brief break at 3:00pm and reconvened at 3:10pm.

Dr. Fields highlighted the Operational Procedures that included safety processes that are being implemented at all facilities.

Mr. Atkins explained the safety survey that everyone will be required to complete before entering a facility. He discussed different scenarios and processes to follow if someone is experiencing symptoms or has been exposed.

Dr. Ball shared information on the Families First Coronavirus Response Act (FFCRA) Leave and the next steps.

The Board adjourned into Closed Session at 4:12pm.

6. CLOSED SESSION

- A. Pursuant to Texas Government Code Section 551.074, Discuss Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments

The Board reconvened into Open Session at 4:37pm. No final action, decision or vote was taken while in Closed Session.

7. CONSIDER AND TAKE POSSIBLE ACTION(S) REGARDING ITEMS DISCUSSED IN CLOSED SESSION

- A. Consider and take possible action(s) regarding Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments  
Motion made by Ms. Kenoyer, seconded by Mr. Diaz  
For: 7                      Against: 0                      Abstained: 0  
Motion passes.

8. ADJOURNMENT

There being no further business, the meeting was adjourned at 4:38pm.

**Unofficial and Unapproved  
Minutes of Regular Board Meeting  
July 16, 2020  
The Board of Trustees  
Judson ISD**

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A Regular Board Meeting of the Board of Trustees of Judson ISD was held Thursday, July 16, 2020, beginning at 6:00 PM in the ERC Board Room, 8205 Palisades Dr., Live Oak, Texas. Notice of this meeting was posted in accordance with the Texas Open Meeting Act, Texas Government Code Chapter 551. The meeting was audio and video tape recorded.

Present: Suzanne Kenoyer and Jennifer Rodriguez participated via video conferencing. Rafael Diaz, Lynette Perez, Debra Eaton, Shatonya King, Renée Paschall and Dr. Jeanette Ball attended in person.

Absent: None.

1. MEETING CALLED TO ORDER

- A. Roll Call, Establishment of Quorum, Invocation, Pledge of Allegiance  
President Renée Paschall called the meeting to order at 6:30pm. Roll call was conducted and a quorum was established.

2. RECOGNITIONS

There were no recognitions.

3. ACKNOWLEDGEMENT OF VISITORS/CITIZENS TO BE HEARD

A. Public Address

None.

B. Public Comment

Veronica Morales, Deborah Coley, Erika Gutierrez, Angela Castaneda, Lydia Panvini, Victor Quilliam, Irma Carolina Rubio, Angela Davila and Vanessa Garza addressed the Board.

4. CONSIDERATION OF CONSENT ITEMS

Consent Items A - E were unanimously approved.

Motion made by Ms. Perez, seconded by Mr. Diaz

For: 7

Against: 0

Abstained: 0

Motion passes.

- A. Consider and take action regarding approving Minutes from the Special Meetings held on May 4, 2020, June 10, 2020, June 16, 2020, June 25, 2020 and the Regular Meeting held on June 11, 2020  
Consent item passes unanimously.

- B. Consider and take action regarding approving of Expenditures Equal to or Greater than \$50,000  
Consent item passes unanimously.
- C. Consider and take action regarding approving the Monthly Financial Information as of May 31, 2020  
Consent item passes unanimously.
- D. Consider and take action regarding approving the Cooperative Purchasing Management Fees Report  
Consent item passes unanimously.
- E. Consider and take action regarding approving an Interlocal Agreement with the Alamo Area Metro SWAT Team  
Consent item passes unanimously.

#### 5. DISCUSSION/CONSIDERATION OF ACTION ITEMS

- A. Consider and take possible action regarding approving Revisions to Board Operating Procedures (Kenoyer)  
Motion made by Ms. Perez to take the comments and recommendations and bring this item back at the next board meeting, seconded by Ms. King  
For: 7                      Against: 0                      Abstained: 0  
Motion passes.
- B. Consider and take possible action(s) regarding approval of the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments
  - 1. Director of Child Nutrition  
*See Item 8A.*

#### 6. DISCUSSION ITEMS/REPORTS

- A. Superintendent Report
  - 1. Construction Update  
This information was provided in the board packet. There was no discussion.
- B. Judson Police Department Update  
Chief Ramon shared the PowerPoint presentation that was included in the board packet.
- C. Update on Return to Learning Plan  
Dr. Ball shared the updated information of return to learn that included the results from the surveys on instructional deliver options for elementary, middle and high school students. She also presented the teacher survey results. Dr. Ball shared a list of items that are still being worked on and what's next.
- D. Update on Board Advisory Committees  
There were no updates.
- E. Update on Board Training, Conferences, Events and Consider Future Agenda Item Requests by Board Members

Ms. Kenoyer shared that First Mark Credit Union donated \$10,000 to the Judson Education Foundation. Mr. Diaz inquired about board training in best practices that TASB could provide through webinar.

The Board adjourned into Closed Session at 7:43pm.

7. CLOSED SESSION

A. Pursuant to Texas Government Code Section 551.074, Discussing Personnel, the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments

1. Director of Child Nutrition

The Board reconvened into Open Session at 7:55pm. No final action, decision or vote was taken while in Closed Session.

8. CONSIDER AND TAKE POSSIBLE ACTION(S) REGARDING ITEMS DISCUSSED IN CLOSED SESSION

A. Consider and take possible action(s) regarding the Personnel Report and Updates Including New Hires, Resignations and Administrative Appointments

1. Director of Child Nutrition

Motion made by Ms. Perez, seconded by Ms. Eaton

For: 7

Against: 0

Abstained: 0

Motion passes.

9. ADJOURNMENT

There being no further business, the meeting was adjourned at 7:56pm.



**Meeting Date:** July 16, 2020

**Submitted By:** William E. Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving the Monthly Financial Information as of May 31, 2020

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the financial statements as of May 31, 2020.

### **IMPACT/RATIONALE:**

The accounting department compiles various financial reports each month to inform the Board of Trustees on the financial position of the District.

The following reports are included for this purpose:

Revenue and Expenditure (Budget vs. Actual) for the General Operating, Child Nutrition, and Interest & Sinking;

Tax Collections status report;

Bond Constructions reports;

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

**Judson Independent School District  
Monthly Financial Report**

**General Fund**

**Year To Date  
Revenues and Expenditures  
(Budget Vs Actual)**

**Cash Basis**

**Cumulative as of June 30, 2020**

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 104,591,933	\$ 103,571,995	\$ 1,019,938	99%
58XX	State Revenues	95,608,759	78,026,916	17,581,843	82%
59XX	Federal Revenues	4,000,000	4,130,010	(130,010)	103%
7XXX	Other Resources	<u>3,000,000</u>	<u>3,027,291</u>	<u>(27,291)</u>	101%
	<b>Total Revenues</b>	<b><u>\$ 207,200,692</u></b>	<b><u>\$ 188,756,212</u></b>	<b><u>\$ 18,444,480</u></b>	<b>91%</b>
	<u>Expenditures</u>				
61XX	Employee Salaries/Benefits	\$ 170,785,706	\$ 151,437,942	\$ 19,347,764	89%
62XX	Professional Services	16,588,223	15,920,449	667,774	96%
63XX	Supplies and Materials	12,228,438	9,538,676	2,689,762	78%
64XX	Other Operating	3,581,783	2,925,364	656,419	82%
65XX	Debt Service	389,720	389,182	538	100%
66XX	Capital Outlay	<u>11,017,737</u>	<u>9,959,204</u>	<u>1,058,533</u>	90%
	<b>Total Expenditures</b>	<b><u>\$ 214,591,607</u></b>	<b><u>\$ 190,170,818</u></b>	<b><u>\$ 24,420,789</u></b>	<b>89%</b>

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**Judson Independent School District  
Monthly Financial Report**

**Child Nutrition**

**Year To Date  
Revenues and Expenditures  
(Budget Vs Actual)**

**Cash Basis**

**Cumulative as of June 30, 2020**

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 1,932,800	\$ 2,150,624	\$ (217,824)	111%
58XX	State Revenues	70,000	69,796	204	100%
59XX	Federal Revenues	13,920,000	10,892,421	3,027,579	78%
7XXX	Other Resources	1,000	-	1,000	0%
	<b>Total Revenues</b>	<b><u>\$ 15,923,800</u></b>	<b><u>\$ 13,112,841</u></b>	<b><u>\$ 2,810,959</u></b>	<b>82%</b>
	<u>Expenditures</u>				
61XX	Employee Salaries/Benefits	\$ 6,330,000	\$ 6,375,865	\$ (45,865)	101%
62XX	Professional Services	331,300	287,506	43,794	87%
63XX	Supplies and Materials	9,580,300	7,310,176	2,270,124	76%
64XX	Other Operating	33,000	25,904	7,096	78%
66XX	Capital Outlay	40,000	20,294	19,706	51%
	<b>Total Expenditures</b>	<b><u>\$ 16,314,600</u></b>	<b><u>\$ 14,019,745</u></b>	<b><u>\$ 2,294,855</u></b>	<b>86%</b>

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**Judson Independent School District  
Financial Report**

**Debt Service Fund**

**Year To Date  
Revenues and Expenditures  
(Budget Vs Actual)  
Cash Basis  
Cumulative as of June 30, 2020**

<u>Code(s)</u>	<u>Revenues</u>	<u>Budget (Annual)</u>	<u>Actual (To Date)</u>	<u>Balance</u>	<u>Percent Actual/ Budget</u>
57XX	Local Revenues	\$ 38,712,700	\$ 39,999,096	\$ (1,286,396)	103%
58XX	State Revenues	-	758,545	(758,545)	0%
7XXX	Other Resources	12,923,056	12,923,083	(27)	100%
	<b>Total Revenues</b>	<b><u>\$ 51,635,756</u></b>	<b><u>\$ 53,680,724</u></b>	<b><u>\$ (2,044,968)</u></b>	<b>104%</b>
	<u>Expenditures</u>				
65XX	Debt Service	\$ 38,636,144	\$ 38,251,754	\$ 384,390	99%
8XXX	Other Uses	14,310,425	14,310,425	-	100%
	<b>Total Expenditures</b>	<b><u>\$ 52,946,569</u></b>	<b><u>\$ 52,562,179</u></b>	<b><u>\$ 384,390</u></b>	<b>99%</b>

Notes: If Revenues exceed the amount budgeted, the budget variance is Favorable ("Fav"); otherwise, the variance is Unfavorable "Unfav".

If Expenditures exceed the amount budgeted, the budget variance is Unfavorable ("Unfav"); otherwise, the variance is Favorable "Fav".

**TAX COLLECTION REPORT  
TAXES COLLECTED 2019**

TAXABLE VALUATION	\$10,872,367,934
ADJUSTED TAXABLE VALUATION	\$10,742,429,172
TAX RATE	\$1.3584

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**JULY 1, 2019 TO JUNE 30, 2020**

**THE MONTH OF JUNE, 2020**

CURRENT TAX ROLL	\$143,285,460.79		
ADJUSTMENTS TO ROLL	(\$1,769,626.99)		
TOTAL	\$141,515,833.80		
CURRENT TAXES COLLECTED			
TOTAL		\$138,519,600.18	\$2,899,863.71
DELINQUENT TAX ROLL	\$4,703,625.48		
ADJUSTMENTS TO ROLL	(\$1,732,326.35)		
TOTAL	\$2,971,299.13		
DELINQUENT TAXES COLLECTED	\$1,074,458.84		\$4,904.47
PENALTIES & INTEREST	\$556,889.81		\$58,492.94
RENDITION PENALTY COMMISSION	(\$3,016.79)		(\$138.02)
TOTAL		\$1,628,331.86	\$63,259.39
TOTAL COLLECTIONS		\$140,147,932.04	\$2,963,123.10

	6/30/2020	6/30/2019
RATIO OF COLLECTIONS TO CURRENT TAXES	97.88%	98.05%
RATIO OF COLLECTIONS TO DELINQUENT TAXES	36.16%	43.88%
RATIO OF TOTAL COLLECTIONS	99.03%	99.45%

I CERTIFY THAT THIS IS A TRUE AND CORRECT REPORT OF THE COLLECTION OF TAXES FOR JUDSON INDEPENDENT SCHOOL DISTRICT.

  
 DIRECTOR OF ACCOUNTING

<b>Project Description</b>	<b>Budget</b>	<b>Adjusted Budget</b>	<b>Actual Expenditures</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>
Veterans Memorial High School*	\$ 60,022,200.00	\$ 65,022,700.43	\$ 64,604,802.41	\$ 39,130.30	178,139.72
Copperfield Elementary	\$ 22,977,800.00	\$ 22,377,800.00	\$ 22,275,139.98	\$ 4,045.46	98,614.56
Candlewood Elementary: Chiller Compressor	\$ -	\$ 34,582.00	\$ 34,582.00	\$ -	-
Coronado Village Elementary Switch Gear	\$ -	\$ 13,044.00	\$ 13,044.00	\$ -	-
Crestview Elementary: Chiller Replacement	\$ -	\$ 48,690.00	\$ 48,690.00	\$ -	-
Metzer Middle Compressor Replacement	\$ -	\$ 34,216.00	\$ 34,216.00	\$ -	-
Olympia Elementary RTU Replacement	\$ -	\$ 33,552.00	\$ 33,552.00	\$ -	-
Spring Meadows Elementary: Temporary Chiller Rental	\$ -	\$ 36,544.00	\$ 36,544.00	\$ -	-
Unallocated	\$ -	\$ -	\$ -	\$ -	-
	<b>\$ 83,000,000.00</b>	<b>\$ 87,601,128.43</b>	<b>\$ 87,080,570.39</b>	<b>\$ 43,175.76</b>	<b>276,754.28</b>

	<b>Interest Earned to Date</b>	<b>Allocated Interest</b>	<b>Unallocated Interest</b>
Interest Earned to Date	\$ 113,954.64	\$ -	\$ 113,954.64

Transfer from General Fund \$3,100,000\*  
 Transfer from General Fund \$1,300,000\*  
 Transfer from Copperfield \$600,000\*

**Proposition 1**

<b>Project Description</b>	<b>Bond Amount</b>	<b>Adjusted Budget</b>	<b>Actual Expenditures</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>
Candlewood Elementary Renovations	\$ 3,084,930.00	\$ 3,084,930.00	\$ 284,597.33	\$ 22,039.12	\$ 2,778,293.55
Converse Elementary Upgrades	\$ 597,000.00	\$ 597,000.00	\$ 7,313.60	\$ -	\$ 589,686.40
Coronado Village Elementary Renovations	\$ 2,218,420.00	\$ 2,218,420.00	\$ 60,666.35	\$ 4,620.00	\$ 2,153,133.65
Crestview Elementary Upgrades	\$ 5,738,520.00	\$ 5,737,020.00	\$ 75,944.37	\$ -	\$ 5,661,075.63
Elof Elementary Upgrades**	\$ 6,163,705.00	\$ 6,080,705.00	\$ 1,796,313.03	\$ 202,517.74	\$ 4,081,874.23
Franz Elementary Renovations	\$ 1,732,485.00	\$ 1,732,485.00	\$ 250,325.99	\$ 2,200.00	\$ 1,479,959.01
Hartman Elementary Upgrades	\$ 286,750.00	\$ 286,750.00	\$ 175,555.56	\$ 8,831.00	\$ 102,363.44
Hopkins Elementary Upgrades*	\$ 685,150.00	\$ 685,150.00	\$ 420,732.66	\$ 2,033.30	\$ 262,384.04
Masters Elementary Upgrades**	\$ 17,450.00	\$ 125,450.00	\$ 117,115.52	\$ -	\$ 8,334.48
Miller's Point Elementary Upgrades	\$ 4,664,800.00	\$ 5,264,800.00	\$ 847,238.51	\$ 3,892,406.43	\$ 525,155.06
Olympia Elementary Upgrades	\$ 3,882,848.00	\$ 5,152,220.00	\$ 400,754.07	\$ 4,405,942.19	\$ 345,523.74
Park Village Elementary Upgrades*	\$ 10,856,475.00	\$ 10,856,475.00	\$ 1,838,062.17	\$ 7,510,606.09	\$ 1,507,806.74
Paschall Elementary Upgrades*	\$ 5,082,500.00	\$ 5,082,500.00	\$ 497,361.70	\$ 216,756.30	\$ 4,368,382.00
Rolling Meadows Elementary Upgrades	\$ 185,000.00	\$ 185,000.00	\$ -	\$ -	\$ 185,000.00
Salinas Elementary Upgrades	\$ 74,500.00	\$ 74,500.00	\$ 48,871.76	\$ -	\$ 25,628.24
Spring Meadows Elementary Renovations	\$ 2,256,910.00	\$ 2,256,910.00	\$ 385,632.28	\$ 105,201.32	\$ 1,766,076.40
Woodlake Elementary Upgrades	\$ 6,440,220.00	\$ 7,040,220.00	\$ 1,138,679.99	\$ 5,518,823.00	\$ 382,717.01
Judson Middle School Upgrades	\$ 2,566,411.00	\$ 2,566,411.00	\$ 560,105.85	\$ 83,355.38	\$ 1,922,949.77
Kirby Middle School Renovations	\$ 26,685,372.00	\$ 26,675,372.00	\$ 23,602,786.30	\$ 2,168,639.14	\$ 903,946.56
Kitty Hawk Middle School Renovations	\$ 26,146,853.00	\$ 26,146,753.00	\$ 22,284,508.51	\$ 3,195,624.91	\$ 666,619.58
Metzger Middle School Upgrades	\$ 346,020.00	\$ 346,020.00	\$ 179,933.76	\$ -	\$ 166,086.24
Woodlake Hills Middle School Upgrades*	\$ 7,122,118.00	\$ 7,122,118.00	\$ 5,435,187.81	\$ 16,840.12	\$ 1,670,090.07
Secondary Alternative School Upgrades	\$ 676,880.00	\$ 676,880.00	\$ 426,382.75	\$ 17,396.93	\$ 233,100.32
Performing Arts Center Upgrades	\$ 2,254,828.00	\$ 2,254,828.00	\$ 1,710,201.00	\$ 16,848.00	\$ 527,779.00
Judson High School Upgrades	\$ 825,000.00	\$ 825,000.00	\$ 181,481.82	\$ -	\$ 643,518.18
Wagner High School Upgrades**	\$ 1,265,090.00	\$ 1,540,090.00	\$ 789,402.38	\$ 39,440.00	\$ 711,247.62
Police Department Upgrades	\$ 67,960.00	\$ 67,960.00	\$ 49,712.08	\$ -	\$ 18,247.92
Transportation Upgrades	\$ 183,500.00	\$ 183,500.00	\$ -	\$ -	\$ 183,500.00
Administrative Costs	\$ 1,359,000.00	\$ 1,359,000.00	\$ 343,374.36	\$ 80,972.53	\$ 934,653.11
Technology Upgrades-Network Services	\$ 6,300,000.00	\$ 6,300,000.00	\$ 2,245,705.64	\$ 119,233.93	\$ 3,935,060.43
Technology Upgrades-Desktop Services	\$ 5,700,000.00	\$ 5,700,000.00	\$ 4,151,471.14	\$ 137,196.98	\$ 1,411,331.88
Stadium Upgrades	\$ 1,432,460.00	\$ 1,514,137.32	\$ 1,511,302.32	\$ 2,835.00	\$ -
Pat Booker Project**	\$ 3,000,000.00	\$ 3,000,000.00	\$ 10,000.00	\$ 1,940,000.00	\$ 1,050,000.00
Contingency	\$ 433,073.00	\$ 351,395.68	\$ -	\$ -	\$ 351,395.68
	<b>\$ 140,332,228.00</b>	<b>\$ 143,090,000.00</b>	<b>\$ 71,826,720.61</b>	<b>\$ 29,710,359.41</b>	<b>\$ 41,552,919.98</b>

\*\*Board approved \$3,000,000 from Unallocated Interest

\*Hail Damage - Owner Betterment

■Transferred Budget

	<u>Interest Earned to Date</u>	<u>Allocated Interest</u>	<u>Unallocated Interest</u>
Interest Earned to Date	\$ 5,965,264.95	\$ 3,000,000.00	\$ 2,965,264.95

**Proposition 2**

<b>Project Description</b>	<b>Bond Amount</b>	<b>Adjusted Budget</b>	<b>Actual Expenditures</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>
Administrative Costs	\$ 730,800.00	\$ 730,800.00	\$ 494,287.98	\$ -	\$ 236,512.02
Escondido Elementary*	\$ 36,174,600.00	\$ 33,574,600.00	\$ 28,356,279.32	\$ 202,061.31	\$ 5,016,259.37
Wortham Oaks Elementary*	\$ 36,174,600.00	\$ 34,574,600.00	\$ 28,205,351.52	\$ 483,309.71	\$ 5,885,938.77
	<b>\$ 73,080,000.00</b>	<b>\$ 68,880,000.00</b>	<b>\$ 57,055,918.82</b>	<b>\$ 685,371.02</b>	<b>\$ 11,138,710.16</b>

	<b>Interest Earned to Date</b>	<b>Allocated Interest</b>	<b>Unallocated Interest</b>
Total Interest Earned	\$ 1,878,496.68	\$ -	\$ 1,878,496.68

<b>Veterans Memorial High School Phase II</b>	<b>Bond Amount</b>	<b>Adjusted Budget</b>	<b>Actual Expenditures</b>	<b>Encumbrances</b>	<b>Remaining Balance</b>
<b>Athletic Fields</b>	\$ 6,400,000.00	\$ 6,500,000.00	\$ 6,351,458.08	\$ 146,651.28	\$ 1,890.64
<b>New Academic Wing, Performing Arts Auditorium, Junior ROTC Area, Additional Parking</b>					
Construction Costs	\$ 37,550,000.00	\$ 36,750,000.00	\$ 25,161,034.16	\$ 4,711,374.01	\$ 6,877,591.83
Design related fees, includes architect, engineers, consultants, testing, feasibility studies, printing	\$ 3,828,000.00	\$ 4,028,000.00	\$ 2,492,391.40	\$ 1,259,208.94	\$ 276,399.66
Site development, includes land purchase cost, impact fees, water, sewer, electrical hookup	\$ 200,000.00	\$ 800,000.00	\$ 21,694.93	\$ 2,800.00	\$ 775,505.07
FF&E (furniture, fixtures and equipment)	\$ 1,500,000.00	\$ 1,500,000.00	\$ 436,517.55	\$ 9,848.63	\$ 1,053,633.82
Technology	\$ 625,000.00	\$ 625,000.00	\$ 582,613.86	\$ 31,548.57	\$ 10,837.57
<b>Subtotal</b>	<b>\$ 50,103,000.00</b>	<b>\$ 50,203,000.00</b>	<b>\$ 35,045,709.98</b>	<b>\$ 6,161,431.43</b>	<b>\$ 8,995,858.59</b>
Contingency*	\$ 9,897,000.00	\$ 5,397,000.00	\$ -	\$ -	\$ 5,397,000.00
<b>TOTAL</b>	<b>\$ 60,000,000.00</b>	<b>\$ 55,600,000.00</b>	<b>\$ 35,045,709.98</b>	<b>\$ 6,161,431.43</b>	<b>\$ 14,392,858.59</b>

\*Transfer to General Fund reimbursement for athletic fields \$4,400,000

	<b>Interest Earned to Date</b>	<b>Allocated Interest</b>	<b>Unallocated Interest</b>
<b>Interest Earned to Date</b>	\$ 2,116,173.87	\$ -	\$ 2,116,173.87



**Meeting Date:** August 20, 2020

**Submitted By:** Bill Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving expenditures equal to or greater than \$50,000

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the expenditures listed in the attachment that are equal to or greater than \$50,000 and delegate the authority to the Superintendent or her designee to execute all contracts and related documents necessary to complete this project.

### **IMPACT/RATIONALE:**

Board Policy CH (Local) states that any single, budgeted purchase of goods or services that cost \$50,000 or more shall require Board approval before a transaction may take place, unless the purchase falls into a categorical exemption as reflected in the policy.

A categorical exemption shall be defined as:

- Board approved contract;
- Continuing or periodic purchases under a board-approved contract or bid;
- Expenditures for utilities including electricity, natural gas, telecommunications, water and wastewater;
- Expenditures for impact and permitting fees imposed by municipalities and county governments;
- Payments to the County Appraisal District.
- Expenditures for vehicle fuels procured through board-approved purchasing cooperatives;
- Expenditures for food service products procured through board-approved purchasing cooperatives.

The expenditures indicated on the attached document are not covered under the categorical exceptions as contained in Board policy.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



## MEMORANDUM

August 12, 2020

To: William Atkins, Chief Financial Officer

From: J.J. McQuade, Director of Purchasing

RE: Purchases Equal to or Exceeding \$50,000

Board Policy CH (Local) states that any single, budgeted purchase of goods or services at a cost of \$50,000 or more shall require Board approval before a transaction may take place, unless the purchase falls into a categorical exemption as reflected in the policy.

A categorical exemption shall be defined as:

- Board approved contract;
- Continuing or periodic purchases under a board-approved contract or bid;
- Expenditures for utilities including electricity, natural gas, telecommunications, water and wastewater;
- Expenditures for impact and permitting fees imposed by municipalities and county governments;
- Payments to the County Appraisal District.
- Expenditures for vehicle fuels procured through board-approved purchasing cooperatives;
- Expenditures for food service products procured through board-approved purchasing cooperatives.

The expenditures indicated on the attached document are not covered under the categorical exceptions as contained in Board policy.

Once a recommendation to make the purchase was established, the prospective vendor was requested to complete a Texas Ethics Commission Form 1295. This requirement became effective on January 1, 2016 and is related to the passage of House Bill 1295 which is now incorporated into the Texas Government Code 2252.908. The form is attached and identifies all interested parties associated with the vendor as it relates to this procurement. Upon approval by the Board of Trustees and issuance of a district purchase order, the form will be posted on the Texas Ethics Commission's website as required by statute.

All board members, employees and agents involved in the planning, recommending, selecting or contracting of a vendor should be reminded of the conflict of interest reporting requirements as mandated in Chapter 176 of the Local Government Code. A copy of Form CIS has been included as an additional attachment. In the event that a conflict exists, the form should be completed and submitted to the Purchasing Department not later than the 7th day after the conflict is identified.

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

**1** Name of Local Government Officer

**2** Office Held

**3** Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

**4** Description of the nature and extent of employment or other business relationship with vendor named in item 3

**5** List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6** AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship with the vendor in item 3 as described by Section 176.003(a)(2)(A), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.



Vendor	Requesting Department	Procurement Method	Funding Source	Amount
<b>Sterling Computer Corporation</b>	<b>I/T Department</b>	<b>DIR – TSO 3763</b>	<b>Local</b>	<b>\$196,363.29</b>

This is for the purchase of additional firewall protection for the entire district.

<b>Autism Treatment Center</b>	<b>Special Ed</b>	<b>TEA</b>	<b>Local</b>	<b>\$162,449.01</b>
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This educational placement is needed to assist with significant physical behaviors exhibited by a student. The Department of Special Education has provided additional support to the autism program at a middle school, has made provisions for observations to be held by district staff and consultants with autism/behavioral expertise, has made instructional and behavioral recommendations, and has made provisions for behavioral interventions and supports.

<b>Mindful Practices</b>	<b>Guidance &amp; Counseling Department</b>	<b>Competitive Quotes</b>	<b>Federal Funds</b>	<b>\$139,200</b>
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Through this continued partnership, MINDFUL PRACTICES (Provider) and Judson ISD (Purchaser) will provide Judson schools with an effective, trauma-informed SEL and Mindfulness initiative focused on building student self-awareness and self-regulation skills, fostering stronger relationships between students and school staff and continually strengthening the overall emotional health and well-being of staff and students.

<b>One Touch Point</b>	<b>Business Services - District Wide Use</b>	<b>Competitive Quotes</b>	<b>Local</b>	<b>\$53,940</b>
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This is for the purchase of 3000 PPE classroom table dividers.

<b>Reyes Hayashi Automotive</b>	<b>Business Services - District Wide Use</b>	<b>Competitive Quotes</b>	<b>Local</b>	<b>\$79,500</b>
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This is for the purchase of PPE face shields for the entire district.



### Procurement Method Definitions

- DIR:** This contract is sponsored through the State of Texas Department of Information Resources Co-Op.
- TEA:** This is a Texas Education Agency approved contract.



**Meeting Date:** August 20, 2020

**Submitted By:** William E. Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving Cash Investment Report for all funds as of June 30, 2020

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the investment report for the following funds (As of June 30, 2020):

General Operating Fund  
Child Nutrition Fund  
Interest & Sinking Fund  
Tax Collections  
Construction Funds (Series 2013, 2016, and 2017)

### **IMPACT/RATIONALE:**

The Texas Public Funds Investment Act requires that the Board of Trustees review and approve the school district's investment report quarterly.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



**Quarterly Investment Report**  
**Ending June 30, 2020**

PATTERSON & ASSOCIATES



29  
INVESTMENT PROFESSIONALS

# Re-Open, Re-Close, Repeat

Rising virus cases and risk aversion go together. The broad resurgence of Covid-19 cases, as governments and businesses attempt to reopen and regain some normalcy, is a constant threat to the economy and the all-important consumer spending which drives it. But the government and businesses have to keep trying to re-open. Unfortunately, when the re-open was attempted in June, a major resurgence of the virus occurred and every such reversal tends to threaten the longevity of the ultimate rebound.

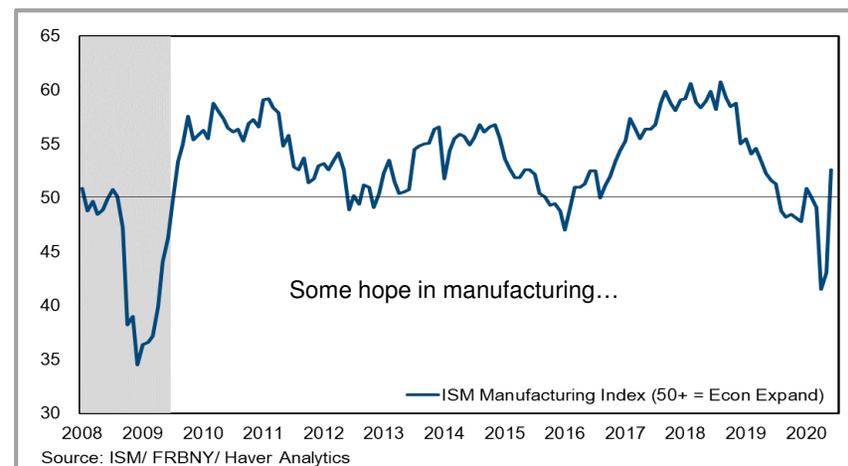
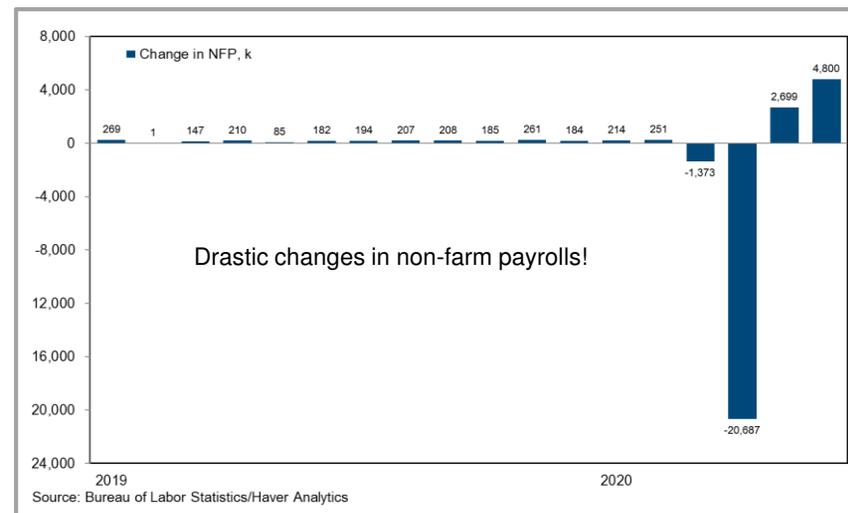
The debate on the V recovery has subtly changed to the depth of a U shape. It is clear that the overall recovery will be bumpier and more complex than anticipated. Before the strong resurgence of Covid-19 cases in June, we temporarily saw a major resurgence in the economy that would seem to indicate that it will be possible to get things moving again once somewhat normalized.

The hope of re-opening brought personal spending back by a record 8.2% after a disastrous decline in April. It was a mirrored comparison to income, which rose in April and declined in May. It appears when consumers get money they spend it! Retail spending hit a record 17.7% increase in May before its backtracking in June. This is a cycle that will probably repeat itself in future months.

Manufacturing made surprising gains as did housing permits and starts. It is retail and service industries which continue to falter.

Obviously payrolls have been the hardest hit, but in June the economy did add 4.8 million jobs – the largest gain on record and the unemployment rate dropped to 11.1% (from 15%). Even more important the underemployment number dropped from 21.2% to 18%. Job separation continues to stay high, but it was offset with an inflow of jobs re-added with the re-opening. The slow rate of re-openings, or a major resurgence of the virus, will raise the risk of a slower job growth for the rest of 2020.

Meanwhile, Congress continues to CARE(S) with stimulus programs for small business and households and that is expected to continue as we begin to approach WWII levels.



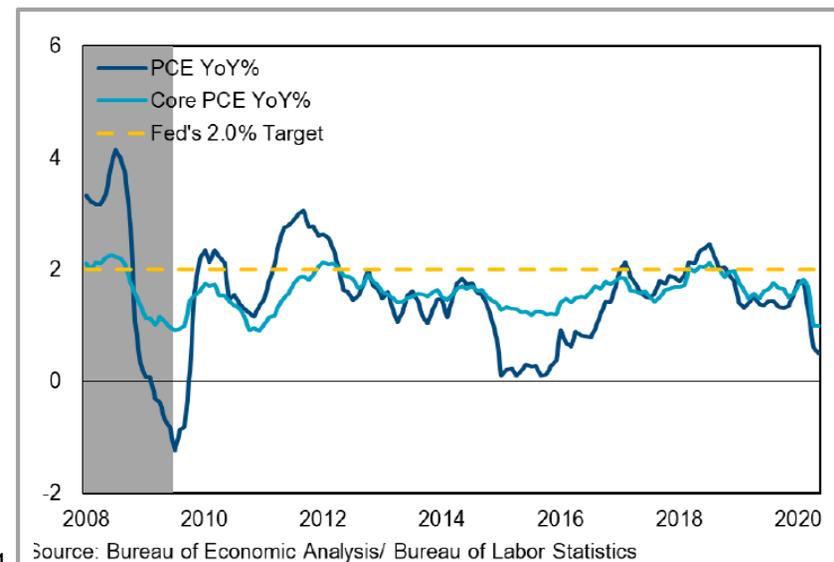
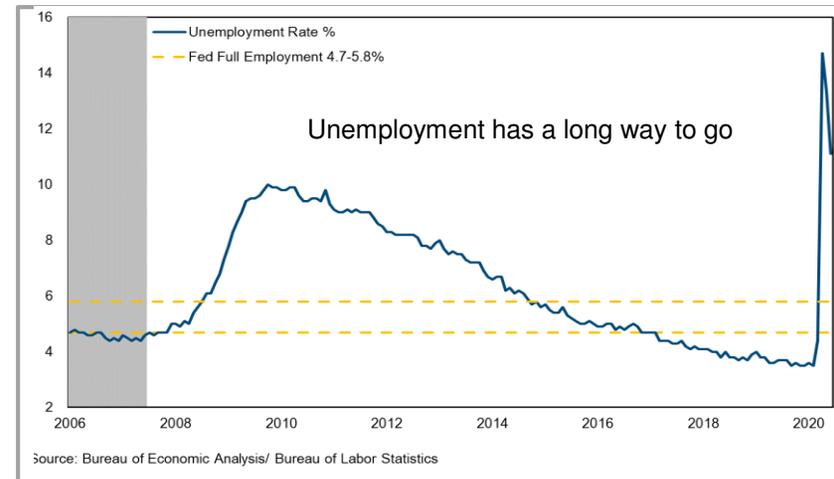
# Monetary and Fiscal Efforts

Along with Congress' support efforts, the Fed's FOMC is taking unprecedented actions to combat the impact of the virus. Despite the fact that market liquidity has improved, they have rolled out more programs to support business and move funds into the economy. St. Louis Fed President Bullard has been speaking a lot about the possible wave of bankruptcies, which would then feed into a wider financial crisis. The extreme support for business and government does raise the question of an asset bubble as a possible side effect from the measures. The Fed is trying to prevent a replay of the financial crisis (and conditions in March) when traders wouldn't buy at any price, but appear to be buying everything in sight.

The Fed's PMCCF (Primary Market Corporate Credit Facility), rolled out in June, has again raised these questions as the Fed is trying to provide a backstop for corporate debt to eligible issuers. The Fed will now buy whole corporate issues and up to 25% of bonds in syndicate. The program is designed to minimize disruptions, which have been felt by even highly rated companies that need liquidity in order to pay off maturing debt and sustain themselves, until economic conditions normalize. Their *Secondary Market* support will also buy individual bonds and ETFs in the secondary market.

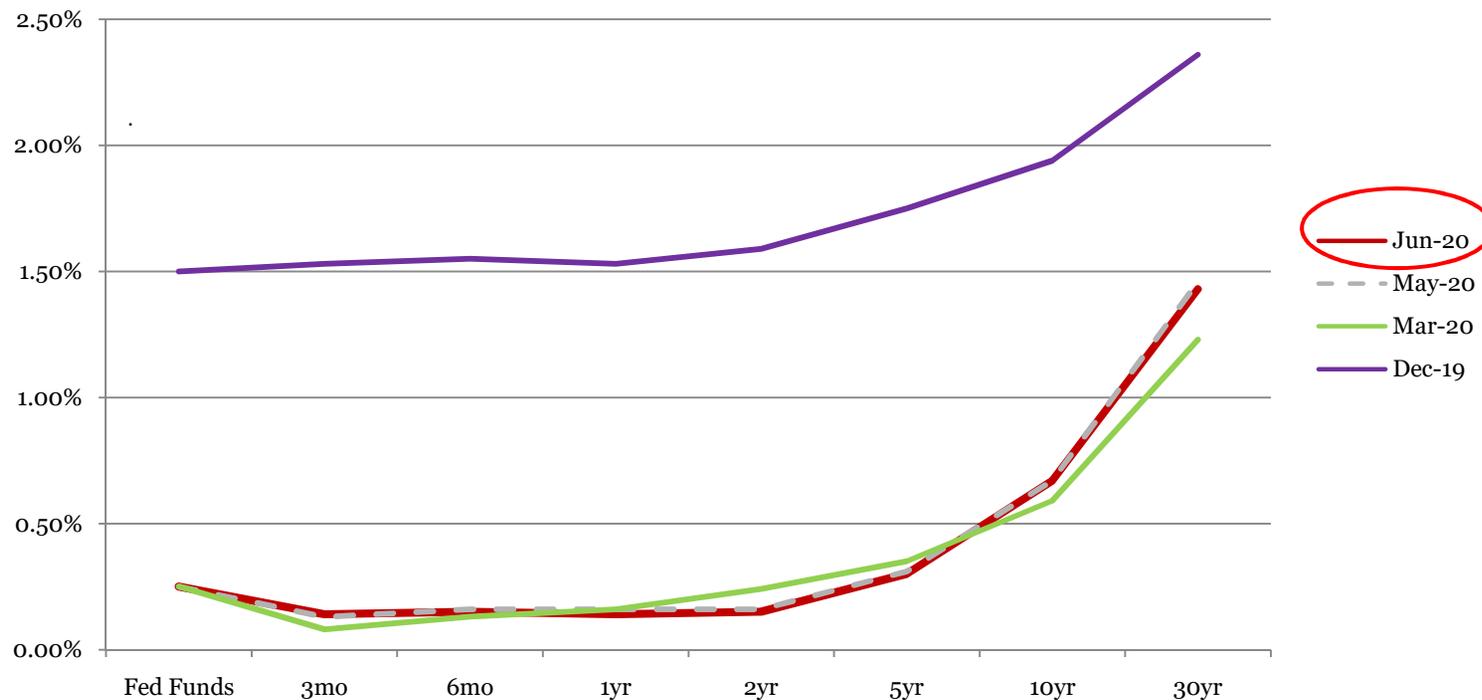
Obviously, the Fed is pushing to keep liquidity in all markets. (Even China is officially calling for a strong market!) The same type of support was rolled out earlier for local and state governments. The Fed wants to keep interest rates low, though on record, and not take the overnight rates negative, it does appear to want the whole curve as flat as possible to sustain make borrowing. These purchases and the lower rates may be one of the factors driving investors into the stock market and driving a healthy bullish move. Investors are driven to find any yield.

These purchases have inevitably led to the topic of YCT (Yield Curve Targets), a topic which has been raised at the FOMC. The controversial process has been proven to control governmental rates (such as after WWI) and even pass that impact through to corporate rates. But without a clear and proven exit strategy, it appears to be a scary *QE Forever* type approach, which could compromise normal market movements and normal debt management operations and goals. It is a trend worth watching.



# Is Flatter Better?

- Fed actions and market fears around the world have caused Treasury and agency rates to remain at the lower (dismal) levels seen for the last three months.
- Fear increases the demand for safe havens and the safest are the U.S. Treasury and the USD dollar. The purchasing of short-term securities to wait out the virus has driven prices up and rates down. Without any change in outlook, this will not change with the resurgence or perhaps even the waning of the virus.
- The market remains slightly optimistic as seen in the longer end of the curve (higher rates), but the curve is very flat out to the two year.
- Expect rates to stay low for possibly throughout 2020 as the globe fights – and destroys – this virus. Since it may last a long while, the value beyond the two year is worth considering. The IMF has essentially downgraded the world and expects only a negative 4.9% growth rate in 2020 – although they do call for a 5.4% growth in 2021 at this point



32

End of Month Rates - Full Yield Curve – Fed Funds to 30yr

*Judson Independent School District*  
 Quarterly Investment Report  
 April 1, 2020 – June 30, 2020

**Portfolio Summary Management Report**

This quarterly report is prepared in compliance with the Investment Policy and Strategy of the District and the Public Funds Investment Act (Chapter 2256, Texas Government Code).

<b><u>Portfolio as of 03/31/20:</u></b>		<b><u>Portfolio as of 06/30/20:</u></b>	
Beginning Book Value	\$ 258,935,570	Ending Book Value	\$ 223,690,194
Beginning Market Value	\$ 258,935,570	Ending Market Value	\$ 223,690,194
		Investment Income for quarter	\$ 213,924
		Unrealized Gain/Loss	\$ 0
WAM at Beginning Period Date <sup>1</sup>	1 day	WAM at Ending Period Date <sup>1</sup>	1 day
		Change in Market Value <sup>2</sup>	\$ (35,245,376)
		<b>Average Yield to Maturity for period</b>	<b>0.364%</b>
		<b>Average Yield 90-Day Treasury Bill for period</b>	<b>0.140%</b>

\_\_\_\_\_  
 William Atkins, Chief Financial Officer  
 Judson ISD

\_\_\_\_\_  
 Nicole Dean, Director of Accounting  
 Judson ISD

  
 \_\_\_\_\_  
 Linda T. Patterson, President  
 Patterson & Associates as Investment Advisor, JISD

\_\_\_\_\_  
 Leesa Roberts, Accountant II  
 Judson ISD

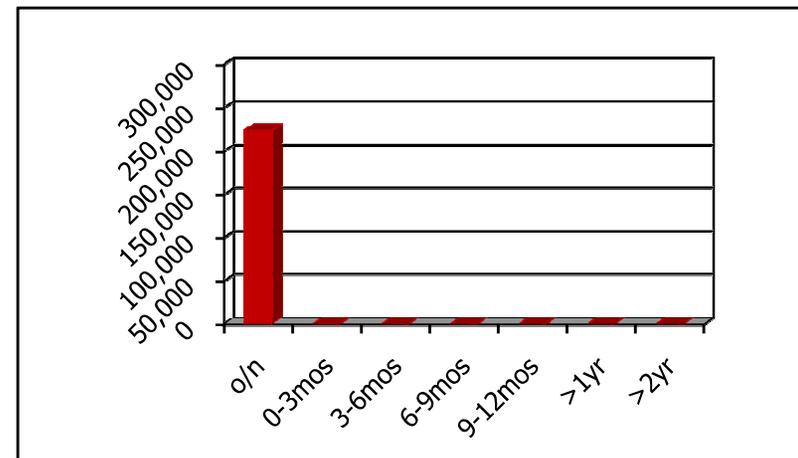
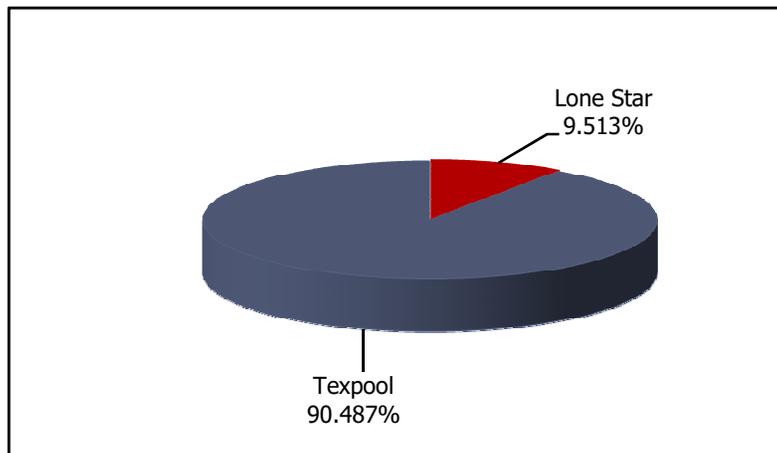
<sup>1</sup> WAM – weighted average maturity

<sup>2</sup> “Change in Market Value” is required data, but will primarily reflect the receipt and expenditure of the District’s funds from month to month. Patterson & Associates has assisted in the preparation of this consolidated investment report, with additional input provided by JISD.

# Your Portfolio

As of June 30, 2020

- P&A constantly reviews your portfolio for optimal asset allocation and a controlled average maturity because a diversified portfolio can better adjust to volatile market conditions.
- The graphs below show asset allocations by market sector and by maturity in your portfolio. They do reflect our expectation of continuing low rates but also our attempts to use all authorized maturities to capture yield available. As Fed actions are introduced some normalcy will return as different market sectors respond. This is what we are watching for and acting on.





**Judson ISD  
Portfolio Management  
Portfolio Summary  
June 30, 2020**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM 365 Equiv.
Lone Star	21,280,327.23	21,280,327.23	21,280,327.23	9.51	1	1	0.560
Texpool	202,409,867.14	202,409,867.14	202,409,867.14	90.49	1	1	0.217
<b>Investments</b>	<b>223,690,194.37</b>	<b>223,690,194.37</b>	<b>223,690,194.37</b>	<b>100.00%</b>	<b>1</b>	<b>1</b>	<b>0.249</b>

Total Earnings	June 30 Month Ending	Fiscal Year To Date	Fiscal Year Ending
Current Year	45,398.51	3,615,375.26	3,615,375.26

The following reports are submitted in accordance with the Public Funds Investment Act (Texas Gov't Code 2256). The reports also offer supplemental information not required by the Act in order to fully inform the governing body of Judson ISD of the position and activity within the District's portfolio of investment. The reports include a management summary overview, a detailed inventory report for the end of the period, a transaction report, as well as graphic representations of the portfolio to provide full disclosure to the governing body.

\_\_\_\_\_  
William Atkins, CFO



**Judson ISD  
Summary by Type  
June 30, 2020  
Grouped by Fund**

Patterson & Associates  
901 S. MoPac  
Suite 195  
Austin, TX 78746  
-

Security Type	Number of Investments	Par Value	Book Value	% of Portfolio	Average YTM 365	Average Days to Maturity
<b>Fund: Construction Series 2013</b>						
Texpool	1	433,384.25	433,384.25	0.19	0.216	1
<b>Subtotal</b>	<b>1</b>	<b>433,384.25</b>	<b>433,384.25</b>	<b>0.19</b>	<b>0.216</b>	<b>1</b>
<b>Fund: Construction Series 2016</b>						
Texpool	1	86,026,878.94	86,026,878.94	38.46	0.216	1
<b>Subtotal</b>	<b>1</b>	<b>86,026,878.94</b>	<b>86,026,878.94</b>	<b>38.46</b>	<b>0.216</b>	<b>1</b>
<b>Fund: Construction Series 2017</b>						
Texpool	1	22,670,463.89	22,670,463.89	10.13	0.216	1
<b>Subtotal</b>	<b>1</b>	<b>22,670,463.89</b>	<b>22,670,463.89</b>	<b>10.13</b>	<b>0.216</b>	<b>1</b>
<b>Fund: Food Service</b>						
Texpool	1	2,018,403.08	2,018,403.08	0.90	0.217	1
<b>Subtotal</b>	<b>1</b>	<b>2,018,403.08</b>	<b>2,018,403.08</b>	<b>0.90</b>	<b>0.217</b>	<b>1</b>
<b>Fund: General/Local Maintenance</b>						
Lone Star	2	21,280,327.23	21,280,327.23	9.51	0.560	1
Texpool	1	62,209,827.89	62,209,827.89	27.81	0.217	1
<b>Subtotal</b>	<b>3</b>	<b>83,490,155.12</b>	<b>83,490,155.12</b>	<b>37.32</b>	<b>0.304</b>	<b>1</b>
<b>Fund: Interest &amp; Sinking</b>						
Texpool	1	26,694,615.72	26,694,615.72	11.93	0.216	1
<b>Subtotal</b>	<b>1</b>	<b>26,694,615.72</b>	<b>26,694,615.72</b>	<b>11.93</b>	<b>0.216</b>	<b>1</b>
<b>Fund: Tax Collections</b>						
Texpool	1	2,356,293.37	2,356,293.37	1.05	0.216	1
<b>Subtotal</b>	<b>1</b>	<b>2,356,293.37</b>	<b>2,356,293.37</b>	<b>1.05</b>	<b>0.216</b>	<b>1</b>
<b>Total and Average</b>	<b>9</b>	<b>223,690,194.37</b>	<b>223,690,194.37</b>	<b>100.00</b>	<b>0.249</b>	<b>1</b>



**Judson ISD**  
**Fund CON13 - Construction Series 2013**  
**Investments by Fund**  
**June 30, 2020**

Patterson & Associates  
 901 S. MoPac  
 Suite 195  
 Austin, TX 78746  
 -

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool</b>										
150000011	10005	Texpool	04/01/2019	433,384.25	433,384.25	433,384.25	0.217	0.213	0.216	1
<b>Subtotal and Average</b>				<b>433,384.25</b>	<b>433,384.25</b>	<b>433,384.25</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>433,384.25</b>	<b>433,384.25</b>	<b>433,384.25</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>

**Fund CON16 - Construction Series 2016**  
**Investments by Fund**  
**June 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool</b>										
150000012	10006	Texpool	04/01/2019	86,026,878.94	86,026,878.94	86,026,878.94	0.217	0.213	0.216	1
<b>Subtotal and Average</b>				<b>86,026,878.94</b>	<b>86,026,878.94</b>	<b>86,026,878.94</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>86,026,878.94</b>	<b>86,026,878.94</b>	<b>86,026,878.94</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>

**Fund CON17 - Construction Series 2017**  
**Investments by Fund**  
**June 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool</b>										
150000014	10008	Texpool	04/01/2019	22,670,463.89	22,670,463.89	22,670,463.89	0.217	0.213	0.216	1
<b>Subtotal and Average</b>				<b>22,670,463.89</b>	<b>22,670,463.89</b>	<b>22,670,463.89</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>22,670,463.89</b>	<b>22,670,463.89</b>	<b>22,670,463.89</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>

**Fund FS - Food Service  
Investments by Fund  
June 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool</b>										
150000001	10002	Texpool	04/01/2019	2,018,403.08	2,018,403.08	2,018,403.08	0.217	0.213	0.216	1
<b>Subtotal and Average</b>				<b>2,018,403.08</b>	<b>2,018,403.08</b>	<b>2,018,403.08</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>2,018,403.08</b>	<b>2,018,403.08</b>	<b>2,018,403.08</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>

**Fund GEN - General/Local Maintenance  
Investments by Fund  
June 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Lone Star</b>										
15916A	10000	Lone Star Corp ON	04/01/2019	21,271,899.81	21,271,899.81	21,271,899.81	0.560	0.552	0.560	1
15916B	10001	Lone Star Gov't ON	04/01/2019	8,427.42	8,427.42	8,427.42	0.190	0.187	0.190	1
<b>Subtotal and Average</b>				<b>21,280,327.23</b>	<b>21,280,327.23</b>	<b>21,280,327.23</b>		<b>0.552</b>	<b>0.560</b>	<b>1</b>
<b>Texpool</b>										
150000005	10003	Texpool	04/01/2019	62,209,827.89	62,209,827.89	62,209,827.89	0.217	0.213	0.216	1
<b>Subtotal and Average</b>				<b>62,209,827.89</b>	<b>62,209,827.89</b>	<b>62,209,827.89</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>83,490,155.12</b>	<b>83,490,155.12</b>	<b>83,490,155.12</b>		<b>0.300</b>	<b>0.304</b>	<b>1</b>

**Fund IS - Interest & Sinking  
Investments by Fund  
June 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool</b>										
150000006	10004	Texpool	04/01/2019	26,694,615.72	26,694,615.72	26,694,615.72	0.217	0.213	0.216	1
<b>Subtotal and Average</b>				<b>26,694,615.72</b>	<b>26,694,615.72</b>	<b>26,694,615.72</b>	<b>0.214</b>	<b>0.217</b>		<b>1</b>
<b>Total Investments and Average</b>				<b>26,694,615.72</b>	<b>26,694,615.72</b>	<b>26,694,615.72</b>	<b>0.214</b>	<b>0.217</b>		<b>1</b>

**Fund TAX - Tax Collections  
Investments by Fund  
June 30, 2020**

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
<b>Texpool</b>										
150000013	10007	Texpool	04/01/2019	2,356,293.37	2,356,293.37	2,356,293.37	0.217	0.213	0.216	1
<b>Subtotal and Average</b>				<b>2,356,293.37</b>	<b>2,356,293.37</b>	<b>2,356,293.37</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>
<b>Total Investments and Average</b>				<b>2,356,293.37</b>	<b>2,356,293.37</b>	<b>2,356,293.37</b>		<b>0.214</b>	<b>0.217</b>	<b>1</b>



**Judson ISD**  
**Interest Earnings**  
**Sorted by Fund - Fund**  
**April 1, 2020 - June 30, 2020**  
**Yield on Average Book Value**

CUSIP	Investment #	Fund	Security Type	Ending Par Value	Beginning Book Value	Average Book Value	Maturity Date	Current Rate	Adjusted Interest Earnings			
									Annualized Yield	Interest Earned	Amortization/ Accretion	Adjusted Interest Earnings
<b>Fund: Construction Series 2013</b>												
150000011	10005	CON13	RR2	433,384.25	433,605.08	433,371.43		0.217	0.313	338.17	0.00	338.17
			<b>Subtotal</b>	<b>433,384.25</b>	<b>433,605.08</b>	<b>433,371.43</b>			<b>0.313</b>	<b>338.17</b>	<b>0.00</b>	<b>338.17</b>
<b>Fund: Construction Series 2016</b>												
150000012	10006	CON16	RR2	86,026,878.94	91,719,264.29	89,954,746.11		0.217	0.314	70,526.64	0.00	70,526.64
			<b>Subtotal</b>	<b>86,026,878.94</b>	<b>91,719,264.29</b>	<b>89,954,746.11</b>			<b>0.314</b>	<b>70,526.64</b>	<b>0.00</b>	<b>70,526.64</b>
<b>Fund: Construction Series 2017</b>												
150000014	10008	CON17	RR2	22,670,463.89	27,129,009.74	24,996,474.37		0.217	0.319	19,884.42	0.00	19,884.42
			<b>Subtotal</b>	<b>22,670,463.89</b>	<b>27,129,009.74</b>	<b>24,996,474.37</b>			<b>0.319</b>	<b>19,884.42</b>	<b>0.00</b>	<b>19,884.42</b>
<b>Fund: Food Service</b>												
150000001	10002	FS	RR2	2,018,403.08	2,725,207.88	2,242,890.44		0.217	0.327	1,830.26	0.00	1,830.26
			<b>Subtotal</b>	<b>2,018,403.08</b>	<b>2,725,207.88</b>	<b>2,242,890.44</b>			<b>0.327</b>	<b>1,830.26</b>	<b>0.00</b>	<b>1,830.26</b>
<b>Fund: General/Local Maintenance</b>												
150000005	10003	GEN	RR2	62,209,827.89	88,921,989.45	70,300,082.86		0.217	0.328	57,461.37	0.00	57,461.37
15916A	10000	GEN	RRP	21,271,899.81	21,229,099.56	21,247,246.72		0.560	0.808	42,800.25	0.00	42,800.25
15916B	10001	GEN	RRP	8,427.42	8,420.00	8,423.45		0.190	0.353	7.42	0.00	7.42
			<b>Subtotal</b>	<b>83,490,155.12</b>	<b>110,159,509.01</b>	<b>91,555,753.03</b>			<b>0.439</b>	<b>100,269.04</b>	<b>0.00</b>	<b>100,269.04</b>
<b>Fund: Interest &amp; Sinking</b>												
150000006	10004	IS	RR2	26,694,615.72	26,074,647.52	26,436,890.59		0.217	0.312	20,580.20	0.00	20,580.20
			<b>Subtotal</b>	<b>26,694,615.72</b>	<b>26,074,647.52</b>	<b>26,436,890.59</b>			<b>0.312</b>	<b>20,580.20</b>	<b>0.00</b>	<b>20,580.20</b>
<b>Fund: Tax Collections</b>												
150000013	10007	TAX	RR2	2,356,293.37	694,326.76	696,030.80		0.217	0.285	494.90	0.00	494.90
			<b>Subtotal</b>	<b>2,356,293.37</b>	<b>694,326.76</b>	<b>696,030.80</b>			<b>0.285</b>	<b>494.90</b>	<b>0.00</b>	<b>494.90</b>
			<b>Total</b>	<b>223,690,194.37</b>	<b>258,935,570.28</b>	<b>236,316,156.78</b>			<b>0.363</b>	<b>213,923.63</b>	<b>0.00</b>	<b>213,923.63</b>



**Judson ISD**  
**Texas Compliance Change in Val Report**  
**Sorted by Fund**  
**April 1, 2020 - June 30, 2020**

Patterson & Associates  
 901 S. MoPac  
 Suite 195  
 Austin, TX 78746  
 -

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
<b>Fund: Construction Series</b>									
10005	TXPOOL	CON13	04/01/2019	338.17	433,605.08	338.17	559.00	-220.83	433,384.25
150000011	433,384.25	0.216	/ /	338.17	433,605.08	338.17	559.00	-220.83	433,384.25
<b>Sub Totals For: Fund: Construction Series</b>				338.17	433,605.08	338.17	559.00	-220.83	433,384.25
				338.17	433,605.08	338.17	559.00	-220.83	433,384.25
<b>Fund: Construction Series</b>									
10006	TXPOOL	CON16	04/01/2019	70,526.64	91,719,264.29	311,996.18	6,004,381.53	-5,692,385.35	86,026,878.94
150000012	86,026,878.94	0.216	/ /	70,526.64	91,719,264.29	311,996.18	6,004,381.53	-5,692,385.35	86,026,878.94
<b>Sub Totals For: Fund: Construction Series</b>				70,526.64	91,719,264.29	311,996.18	6,004,381.53	-5,692,385.35	86,026,878.94
				70,526.64	91,719,264.29	311,996.18	6,004,381.53	-5,692,385.35	86,026,878.94
<b>Fund: Construction Series</b>									
10008	TXPOOL	CON17	04/01/2019	19,884.42	27,129,009.74	19,884.42	4,478,430.27	-4,458,545.85	22,670,463.89
150000014	22,670,463.89	0.216	/ /	19,884.42	27,129,009.74	19,884.42	4,478,430.27	-4,458,545.85	22,670,463.89
<b>Sub Totals For: Fund: Construction Series</b>				19,884.42	27,129,009.74	19,884.42	4,478,430.27	-4,458,545.85	22,670,463.89
				19,884.42	27,129,009.74	19,884.42	4,478,430.27	-4,458,545.85	22,670,463.89
<b>Fund: Food Service</b>									
10002	TXPOOL	FS	04/01/2019	1,830.26	2,725,207.88	1,531,694.41	2,238,499.21	-706,804.80	2,018,403.08
150000001	2,018,403.08	0.216	/ /	1,830.26	2,725,207.88	1,531,694.41	2,238,499.21	-706,804.80	2,018,403.08
<b>Sub Totals For: Fund: Food Service</b>				1,830.26	2,725,207.88	1,531,694.41	2,238,499.21	-706,804.80	2,018,403.08
				1,830.26	2,725,207.88	1,531,694.41	2,238,499.21	-706,804.80	2,018,403.08
<b>Fund: General/Local Mainte</b>									
10000	LSCO	GEN	04/01/2019	42,800.25	21,229,099.56	42,800.25	0.00	42,800.25	21,271,899.81
15916A	21,271,899.81	0.560	/ /	42,800.25	21,229,099.56	42,800.25	0.00	42,800.25	21,271,899.81

**Judson ISD**  
**Texas Compliance Change in Val Report**  
**April 1, 2020 - June 30, 2020**

Inv #	Issuer	Fund	Purch Date	Interest Accrual	Beginning Book Value	Purchases/ Additions	Redemptions	Change in Value	Ending Book Value
Cusip	Par Value	YTM	Mat Date	Interest Received	Beginning Market Value				Ending Market Value
10001	LSGO	GEN	04/01/2019	7.42	8,420.00	7.42	0.00	7.42	8,427.42
15916B	8,427.42	0.190	/ /	7.42	8,420.00	7.42	0.00	7.42	8,427.42
10003	TXPOOL	GEN	04/01/2019	57,461.37	88,921,989.45	25,880,186.04	52,592,347.60	-26,712,161.56	62,209,827.89
150000005	62,209,827.89	0.216	/ /	57,461.37	88,921,989.45	25,880,186.04	52,592,347.60	-26,712,161.56	62,209,827.89
<b>Sub Totals For: Fund: General/Local Mainte</b>				100,269.04	110,159,509.01	25,922,993.71	52,592,347.60	-26,669,353.89	83,490,155.12
				100,269.04	110,159,509.01	25,922,993.71	52,592,347.60	-26,669,353.89	83,490,155.12
<b>Fund: Interest &amp; Sinking</b>									
10004	TXPOOL	IS	04/01/2019	20,580.20	26,074,647.52	620,966.95	998.75	619,968.20	26,694,615.72
150000006	26,694,615.72	0.216	/ /	20,580.20	26,074,647.52	620,966.95	998.75	619,968.20	26,694,615.72
<b>Sub Totals For: Fund: Interest &amp; Sinking</b>				20,580.20	26,074,647.52	620,966.95	998.75	619,968.20	26,694,615.72
				20,580.20	26,074,647.52	620,966.95	998.75	619,968.20	26,694,615.72
<b>Fund: Tax Collections</b>									
10007	TXPOOL	TAX	04/01/2019	494.90	694,326.76	3,764,731.29	2,102,764.68	1,661,966.61	2,356,293.37
150000013	2,356,293.37	0.216	/ /	494.90	694,326.76	3,764,731.29	2,102,764.68	1,661,966.61	2,356,293.37
<b>Sub Totals For: Fund: Tax Collections</b>				494.90	694,326.76	3,764,731.29	2,102,764.68	1,661,966.61	2,356,293.37
				494.90	694,326.76	3,764,731.29	2,102,764.68	1,661,966.61	2,356,293.37
<b>Report Grand Totals:</b>				213,923.63	258,935,570.28	32,172,605.13	67,417,981.04	-35,245,375.91	223,690,194.37
				213,923.63	258,935,570.28	32,172,605.13	67,417,981.04	-35,245,375.91	223,690,194.37



**Meeting Date:** August 20, 2020

**Submitted By:** William E. Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving the extension of the Employee Group Health Insurance benefits with United Healthcare for the 2021 plan year

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Employee Group Health Insurance benefits with United Healthcare for the 2021 plan year.

### **IMPACT/RATIONALE:**

United Healthcare is the insurance company that was awarded the Employee Group Health Insurance beginning with plan year 2018. Premiums for Employee Group Health Insurance are renegotiated before the beginning of every plan year. For the 2021 plan year, United Healthcare is proposing premium increase across all coverages of 4.48% with a bundle of the life insurance product to United Healthcare. The attached spreadsheet provides details regarding the premiums for the 2020 plan year and proposed premiums for the 2021 plan year.

These proposed increases were shared with the District's Insurance Committee and it was a majority decision to accept the proposal to bundle life insurance and the health care plans. The bundle option reduced the renewal rates for the health care plans from 5.01% to 4.48%. The life insurance rates all stayed the same except the spouse life coverage, which decreased by \$.14 per \$10,000 increment.

Approval by the Board of Trustees will authorize the administration to extend the current health insurance benefit package, RFP# 18-03, at the proposed premiums for the 2021 plan year with United HealthCare.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

## **UHC Medical Plans (PROPOSED 2021)**

<b>2020 Cost Summary</b>				
	<b>Employee Only</b>	<b>Employee/Spouse</b>	<b>Employee/Child</b>	<b>Employee/Family</b>
AN-DO Copay	\$300.20	\$903.48	\$756.92	\$1,232.14
AX-KY Copay	\$171.74	\$656.76	\$538.92	\$920.98
AG-X7 HDHP	\$270.52	\$846.46	\$706.56	\$1,160.22
AG-YD HDHP	\$108.74	\$535.74	\$432.04	\$768.36
BMC4 HDHP	\$37.82	\$399.50	\$311.68	\$596.54

<b>2021 "Proposed" Cost Summary</b>				
	<b>Employee Only</b>	<b>Employee/Spouse</b>	<b>Employee/Child</b>	<b>Employee/Family</b>
AN-DO Copay	\$329.50	\$959.80	\$806.60	\$1,303.10
AX-KY Copay	\$195.30	\$702.00	\$578.90	\$978.10
AG-X7 HDHP	\$298.50	\$900.20	\$754.00	\$1,228.00
AG-YD HDHP	\$129.50	\$575.60	\$467.30	\$818.60
BMC4 HDHP	\$55.40	\$433.30	\$341.50	\$639.10

<b>"Proposed" Per Month Cost Summary Difference (2020 &amp; 2021)</b>				
	<b>Employee Only</b>	<b>Employee/Spouse</b>	<b>Employee/Child</b>	<b>Employee/Family</b>
AN-DO Copay	\$29.30	\$56.32	\$49.68	\$70.96
AX-KY Copay	\$23.56	\$45.24	\$39.98	\$57.12
AG-X7 HDHP	\$27.98	\$53.74	\$47.44	\$67.78
AG-YD HDHP	\$20.76	\$39.86	\$35.26	\$50.24
BMC4 HDHP	\$17.58	\$33.80	\$29.82	\$42.56

62% of Judson ISD employees fall on the AX-KY Copay Plan

24% of Judson ISD employees fall on the BM-C4 Copay Plan



**Meeting Date:** August 20, 2020

**Submitted By:** Bill Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving renewal rates with PCAT for auto and liability coverage

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the renewal rates with Property Casualty Alliance of Texas (PCAT) for auto and liability coverage.

### **IMPACT/RATIONALE:**

The District entered into a 3 year interlocal agreement with PCAT last year for auto and liability coverage. There was an increase in premium this year of 7%, but the majority of the increase in premium is due to increased student numbers from 21,150 to 21,600.

The current premium is \$359,057 and the renewal quote for the same coverage is \$384,411. The renewal sheet comparison is attached.

The District continues to implement safety training with both the bus and white fleet staffs this past year to reduce the amount of claims. The training is being provided free of charge by PCAT.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



# Judson ISD Property & Casualty Insurance

## 2020 Renewal Summary

	Expiring		Renewal	
	9/1/2019 - 2020		9/1/2020 - 2021	
				
<b>General Liability</b>				
Limits	ADA	21,150		21,600
	Each Occurrence	\$1,000,000		\$1,000,000
	General Aggregate	\$1,000,000		\$1,000,000
	Law Enforcement Liability	Included		Included
<b>Deductibles</b>				
	General Liability	\$1,000		\$1,000
	Law Enforcement Liability	\$5,000		\$5,000
<b>Auto Fleet</b>				
Limits	# Vehicles for Liability	306		291
	Cost New for Auto Physical Damage	\$18,446,854		\$17,677,779
	Combined Single Limit (Bodily Injury & Property Damage)	\$1,000,000		\$1,000,000
	Uninsured/Underinsured Motorist	30/60/25		30/60/25
	Non-Owned & Hired Liability	Included		Included
	Auto Physical Damage	Included		Included
<b>Deductibles</b>				
	Bodily Injury & Property Damage	\$1,000		\$1,000
	Uninsured/Underinsured Motorist	\$1,000		\$1,000
	Non-Owned & Hired Liability	\$1,000		\$1,000
	Auto Physical Damage	\$1,000		\$1,000
<b>Educator's Legal Liability</b>				
Limits	Cov A - Prof Educational Services	\$1,000,000		\$1,000,000
	Cov B - Employment Practices Liability	Combined w/Cov A		Combined w/Cov A
	Cov C - Non Monetary Damages	\$100,000 per claim / \$300,000 Aggregate		\$100,000 per claim / \$300,000 Aggregate
<b>Deductibles</b>				
	Coverage A	\$10,000		\$10,000
	Coverage B	\$10,000		\$10,000
	Coverage C	\$10,000		\$10,000
<b>Cyber Suite</b>				
		50		



	Expiring	Renewal
	9/1/2019 - 2020	9/1/2020 - 2021
		
Limits		
Per Occurrence	\$1,000,000	\$1,000,000
General Aggregate	\$1,000,000	\$1,000,000
Deductibles		
Per Occurrence	\$10,000	\$10,000
Sublimits		
Cyber Extortion	\$25,000	\$25,000
Computer Fraud	\$25,000	\$25,000
Misdirected Payment Fraud	\$25,000	\$25,000
Data Compromise Liability	Included in General Aggregate Limit	Included in General Aggregate Limit
Network Security Liability	Included in General Aggregate Limit	Included in General Aggregate Limit
<b>Premium Summary</b>		
General Liability & Employee Benefits Liability	\$15,517	\$17,433
Educator's Legal Liability	\$63,839	\$71,717
Automobile Liability	\$214,182	\$224,051
Auto Physical Damage	\$51,940	\$54,759
CyberSuite	\$13,579	\$16,451
Property Valuations	Included	Included
Facility Surveys	Included	Included
Driver Training	Included	Included
Employee Legal Liability Web-Based Training	Included	Included
<b>Annual Premium</b>	<b>\$359,057</b>	<b>\$384,411</b>

o



**Meeting Date:** August 20, 2020

**Submitted By:** William Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving the submittal for Request for Proposal 20-11 for Concrete Paving or Repairs

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board approve the submittal for RFP 20-11 Concrete Paving or Repairs as presented in the attachment and delegate the authority to the Superintendent or her designee to execute all contracts and related documents necessary to complete this project.

### **IMPACT/RATIONALE:**

Allows the District to purchase goods and services in accordance with Section 44.031 of the Texas Education Code.

Expenditures will be made from Maintenance Department funds.

The contract will be commencing on or about August 24, 2020 for one (1) year with options for four (4) one-year extensions.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



**MEMORANDUM**

August 4, 2020

To: William Atkins, Chief Financial Officer  
From: J.J. McQuade, Director of Purchasing  
RE: Request for Proposals (RFP) 20-11 Concrete Paving or Repairs

This proposal was created on behalf of the Maintenance Department. Bid information was posted on the District’s website and in accordance with state law, a notice was published in *The Hart Beat News* on July 15 and July 22, 2020. Submittals were opened on July 28, 2020. The District received four (4) responses. The submittals were reviewed to determine the capability of the vendor to provide the related services based on the needs of the district.

Vendor	Points
Cementech Concrete	93
SCI Enterprises	92
Pavecon	83
Allbrite Constructors	81

Expenditures will be made from Maintenance Department Funds.

It is recommended that the Board of Trustees approve the ranking as presented in the attached board documents.

All board members, employees and agents involved in the planning, recommending, selecting or contracting of a vendor are reminded of the conflict of interest reporting requirements as mandated in Chapter 176 of the Local Government Code. A copy of Form CIS has been included as an additional attachment. In the event that a conflict exists, the form should be completed and submitted to the Purchasing Department not later than the 7<sup>th</sup> day after the conflict is identified.

Once a recommendation to make the purchase was established, the prospective vendor was requested to complete a Texas Ethics Commission Form 1295. This requirement became effective on January 1, 2016 and is related to the passage of House Bill 1295 which is now incorporated into the Texas Government Code 2252.908. The form is attached and identifies all interested parties associated with the vendor as it relates to this procurement. Upon approval by the Board of Trustees and issuance of a district purchase order, the form will be posted on the Texas Ethics Commission’s website as required by statute.

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

**1** Name of Local Government Officer

**2** Office Held

**3** Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

**4** Description of the nature and extent of employment or other business relationship with vendor named in item 3

**5** List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6** AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship with the vendor in item 3 as described by Section 176.003(a)(2)(A), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

RFP 20-11 Concrete Paving or Repairs



**TABULATION SUMMARY**

<b>Vendor</b>	<b>Pavecon</b>	<b>Allbrite Constructors of Texas</b>	<b>Cemetechn Concrete Services</b>	<b>SCI Enterprises</b>
1) Purchase Price (50 Points)	33	31	43	42
<b>Material Mark Up %</b>				
1-10 Cubic Yards	5%	9%	35%	12%
11-30 Cubic Yards	5%	9%	35%	12%
30 or More Cubic Yards	5%	9%	35%	12%
<b>Labor Charges (per yard)</b>				
1-10 Cubic Yards	\$ 930.41	\$ 900.00	\$ 300.00	\$ 330.00
11-30 Cubic Yards	\$ 569.05	\$ 650.00	\$ 285.00	\$ 315.00
30 or More Cubic Yards	\$ 479.11	\$ 500.00	\$ 275.00	\$ 310.00
2) Reputation of Vendor and Vendor's Goods or Services (10 Points)	10	10	10	10
3) Quality of Vendor's Goods or Services (15 Point)	15	15	15	15
4) Extent to which the Vendor's Goods or Services Meets the District's Needs (10 Points)	10	10	10	10
5) Vendor's Past Relationship with the District (10 Points)	10	10	10	10
6) Ability for the District to Comply With Rules Related to Historically Underutilized Businesses (0 Points)	0	0	0	0
7) Total Long-term Cost to the District to Acquire the Vendor's Goods or Services (0 Points)	0	0	0	0
8) Principal Place of Business (0 Points)	0	0	0	0
9) Other Relevant Factor: Quality and Completeness of Proposal (5 Points)	5	5	5	5
<b>TOTAL</b>	<b>83</b>	<b>81</b>	<b>93</b>	<b>92</b>
<b>RANK</b>	<b>3</b>	<b>4</b>	<b>1</b>	<b>2</b>

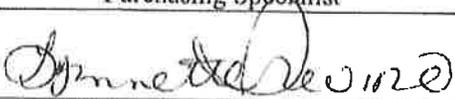
**DEPARTMENT RECOMMENDATION**

I have reviewed the submittals for this offering and recommend the following vendor(s) for award

Cemetechn Concrete Services

Terry Yaklin  
Director of Maintenance

Lynne Trevino  
Purchasing Specialist



**Meeting Date:** August 20, 2020

**Submitted By:** William Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving the submittal for Request for Proposal 20-12 for Asphalt Paving or Repairs

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board approve the submittal for RFP 20-12 Asphalt Paving or Repairs as presented in the attachment and delegate the authority to the Superintendent or her designee to execute all contracts and related documents necessary to complete this project.

### **IMPACT/RATIONALE:**

Allows the District to purchase goods and services in accordance with Section 44.031 of the Texas Education Code.

Expenditures will be made from Maintenance Department funds.

The contract will be commencing on or about August 24, 2020 for one (1) year with options for four (4) one-year extensions.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



**MEMORANDUM**

August 4, 2020

To: William Atkins, Chief Financial Officer  
From: J.J. McQuade, Director of Purchasing  
RE: Request for Proposals (RFP) 20-12 Asphalt Paving or Repairs

This proposal was created on behalf of the Maintenance Department. Bid information was posted on the District’s website and in accordance with state law, a notice was published in *The Hart Beat News* on July 15 and July 22, 2020. Submittals were opened on July 28, 2020. The District received five (5) responses. The submittals were reviewed to determine the capability of the vendor to provide the related services based on the needs of the district.

<b>Vendor</b>	<b>Points</b>
SCI Enterprises	84
Hayden Paving	76
Pavecon	75.5
Allbrite Constructors	71
Cementech Concrete	68

Expenditures will be made from Maintenance Department Funds.

It is recommended that the Board of Trustees approve the rankings as presented in the attached board documents.

All board members, employees and agents involved in the planning, recommending, selecting or contracting of a vendor are reminded of the conflict of interest reporting requirements as mandated in Chapter 176 of the Local Government Code. A copy of Form CIS has been included as an additional attachment. In the event that a conflict exists, the form should be completed and submitted to the Purchasing Department not later than the 7<sup>th</sup> day after the conflict is identified.

Once a recommendation to make the purchase was established, the prospective vendor was requested to complete a Texas Ethics Commission Form 1295. This requirement became effective on January 1, 2016 and is related to the passage of House Bill 1295 which is now incorporated into the Texas Government Code 2252.908. The form is attached and identifies all interested parties associated with the vendor as it relates to this procurement. Upon approval by the Board of Trustees and issuance of a district purchase order, the form will be posted on the Texas Ethics Commission’s website as required by statute.

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

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### OFFICE USE ONLY

Date Received

**1** Name of Local Government Officer

**2** Office Held

**3** Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

**4** Description of the nature and extent of employment or other business relationship with vendor named in item 3

**5** List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6** AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

## **LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT**

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- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

# RFP 20-12 Asphalt Paving or Repairs



## TABULATION SUMMARY

Vendor	Pavecon	Allbritt Constructors of Texas	Cementech Concrete	Hayden Paving	SCI
1) Purchase Price (50 Points)	25.5	21	18	26	34
<b>Material Mark Up %</b>					
1-150 square feet	5%	9%	35%	0%	12%
151-500 square feet	5%	9%	35%	0%	12%
501-1000 square feet	5%	9%	35%	0%	12%
1,000+ square feet	5%	9%	35%	0%	12%
<b>Labor Charges (per square foot)</b>					
1-150 square feet	\$ 34.48	\$2,500.00	\$ 4.00	\$ 115.09	\$ 7.40
151-500 square feet	\$ 10.39	\$ 9.50	\$ 2.50	\$ 30.38	\$ 4.50
501-1,000 square feet	\$ 6.48	\$ 8.00	\$ 2.25	\$ 19.30	\$ 2.50
1,000+ square feet	\$ 5.63	\$ 7.50	\$ 2.00	\$ 13.57	\$ 2.30
2) Reputation of Vendor and Vendor's Goods or Services (10 Points)	10	10	10	10	10
3) Quality of Vendor's Goods or Services (15 Point)	15	15	15	15	15
4) Extent to which the Vendor's Goods or Services Meets the District's Needs (10 Points)	10	10	10	10	10
5) Vendor's Past Relationship with the District (10 Points)	10	10	10	10	10
6) Ability for the District to Comply With Rules Related to Historically Underutilized Businesses (0 Points)	0	0	0	0	0
7) Total Long-term Cost to the District to Acquire the Vendor's Goods or Services (0 Points)	0	0	0	0	0
8) Principal Place of Business (0 Points)	0	0	0	0	0
9) Other Relevant Factor: Quality and Completeness of Proposal (5 Points)	5	5	5	5	5
<b>TOTAL</b>	<b>75.5</b>	<b>71</b>	<b>68</b>	<b>76</b>	<b>84</b>
<b>RANK</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>2</b>	<b>1</b>

## DEPARTMENT RECOMMENDATION

I have reviewed the submittals for this offering and recommend the following vendor(s) for award

**SCI Enterprises**

Terry Yaklin  
Director of Maintenance

Lynne Trevino  
Purchasing Specialist



**Meeting Date:** August 20, 2020

**Submitted By:** Bill Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving the ranking of the submittals for Request for Competitive Sealed Proposal 20-21 Kirby Middle School Lighting Project

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board approve the ranking of the submittals for RFCSP 20-21 Kirby Middle School Lighting Project for the hiring of a general contractor to complete the project as presented in the attachment and delegate the authority to the Superintendent or her designee to execute all contracts and related documents necessary to complete this project.

### **IMPACT/RATIONALE:**

Allows the District to purchase goods and services in accordance with Section 44.031 of the Texas Education Code.

Expenditures are anticipated to be \$270,195. Expenditures will be made from 2016 bond funds.

The contract is for a specific project and will expire upon completion of all improvements.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



**MEMORANDUM**

August 11, 2020

To: Bill Atkins, Chief Financial Officer

From: J.J. McQuade, Director of Purchasing

RE: Request for Competitive Sealed Proposals (RFCSP) 20-21 Kirby Middle School Lighting Project

This proposal was created on behalf of the Office of Facilities Planning. Bid information was posted on the District’s website and in accordance with state law; a notice was published in *The Hart Beat News* on July 8 and July 15, 2020. Submittals were opened on July 28, 2020. The District received eight (8) responses. All submittals were reviewed to determine the capability of each vendor to provide the related services based on the needs of the district.

Vendor	Points	Pricing
The Levy Company, Inc.	72.00	\$270,195
Capital Electrical	70.75	\$277,941
Dausin Electric Co.	64.27	\$326,202
Clear Blue Energy Corp.	60.36	\$343,854
Unify Energy Solutions	59.44	\$333,696
Daybreak LED, LLC	57.95	\$347,926
Aquila	27.00	Incomplete Bid
OGNI, Inc.	27.00	Incomplete Bid

Expenditures are anticipated to be a one-time cost of \$270,195. Expenditures will be made from 2016 bond funds.

This proposal is for the one time purchase of construction services.

It is recommended that the Board of Trustees approve the ranking of the submittals as presented and delegate the authority to the Superintendent or her designee to execute all contracts and related documents necessary to complete this project.

All board members, employees and agents involved in the planning, recommending, selecting or contracting of a vendor are reminded of the conflict of interest reporting requirements as mandated in Chapter 176 of the Local Government Code. A copy of Form CIS has been included as an additional attachment. In the event that a conflict exists, the form should be completed and submitted to the Purchasing Department not later than the 7<sup>th</sup> day after the conflict is identified.

Once a recommendation to make the purchase was established, the prospective vendor was requested to complete a Texas Ethics Commission Form 1295. This requirement became effective on January 1, 2016 and is related to the passage of House Bill 1295 which is now incorporated into the Texas Government Code 2252.908. The form is attached and identifies all interested parties associated with the vendor as it relates to this procurement. Upon approval by the Board of Trustees and issuance of a district purchase order, the form will be posted on the Texas Ethics Commission’s website as required by statute.



## MEMORANDUM

Date: August 10, 2020

To: James McQuade  
Director of Purchasing

From: Ruben Moreno,   
Director of Facilities Planning

Project: Kirby Middle School – Lighting Project (Bldg 700 & “A”)

Re: RFCSP 20-21 Solicitation for General Contractor Recommendation

Submittals for the above noted project have been evaluated by the Department of Facilities Planning, Energy Management, and Cleary Zimmerman Engineers (Design Professionals of record). The Facilities Planning Department presents the evaluation to the Judson ISD Board of Trustees for consideration and approval.

The Levy Co. Inc. is determined to be the highest ranked General Contractor. Their proposal is \$270,194.40 (to include Base bid and Contingency).

Note: For this project, eight vendors submitted proposals. Two vendors did not complete the correct proposal form.

CC: Dr. Milton R. Fields, III, Deputy Superintendent of Operations and Administration

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

## FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

### OFFICE USE ONLY

Date Received

**1** Name of Local Government Officer

**2** Office Held

**3** Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

**4** Description of the nature and extent of employment or other business relationship with vendor named in item 3

**5** List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

**6** AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said \_\_\_\_\_, this the \_\_\_\_\_ day  
of \_\_\_\_\_, 20 \_\_\_\_\_, to certify which, witness my hand and seal of office.

\_\_\_\_\_  
Signature of officer administering oath

\_\_\_\_\_  
Printed name of officer administering oath

\_\_\_\_\_  
Title of officer administering oath

## **LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT**

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Please refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### **INSTRUCTIONS FOR COMPLETING THIS FORM**

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, with whom the officer has an employment or other business relationship as described by Section 176.003(a)(2)(A), Local Government Code.
- 4. Description of the nature and extent of employment or business relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship with the vendor in item 3 as described by Section 176.003(a)(2)(A), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Affidavit.** Signature of local government officer.

RFCSP 20-21 Kirby M.S.  
Lighting Project



Vendor	OGNI, INC.	Clear Blue Energy Corp.	Aquila	Capital Electrical	Dauxin Electric Co.	Unity Energy Solutions	The Levy Co. Inc.	Daybreak LED LLC
<b>SUMMARY</b>								
1) Purchase Price (45 Points)	\$0	\$343,854	\$0	\$277,941	\$326,202	\$333,696	\$270,195	\$347,926
Point Value	0.00	35.36	0.00	43.75	37.27	36.44	45.00	34.95
2) Relevant Experience (15 Points)	6	4	6	6	6	2	6	2
3) Project Management Ability (10 Points)	9	9	9	9	9	9	9	9
4) Past Performance (10 Points)	10	10	10	10	10	10	10	10
5) Subcontractors & Suppliers (20 Points)	2	2	2	2	2	2	2	2
<b>TOTAL</b>	<b>37.00</b>	<b>60.36</b>	<b>37.00</b>	<b>70.75</b>	<b>64.27</b>	<b>59.44</b>	<b>71.00</b>	<b>57.95</b>
<b>RANK</b>	<b>7</b>	<b>1</b>	<b>7</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>1</b>	<b>6</b>

**DEPARTMENT RECOMMENDATION**

I have reviewed the submittals for this offering and recommend the following vendor(s) for award:

Ruben Moreno  
Director of Facilities Planning

JJ McQuade, CPM  
Director of Purchasing

**DETAILED SCORE CARD**

<b>1) Purchase Price (45 Points)</b>								
Base Proposal - New Fixtures	\$0	\$318,383	\$0	\$257,352	\$302,038	\$307,000	\$250,180	\$322,153
Contingency (8%)	\$0	\$25,471	\$0	\$20,588	\$24,163	\$26,696	\$20,014	\$25,772
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Proposed Pricing</b>	<b>\$0</b>	<b>\$343,854</b>	<b>\$0</b>	<b>\$277,941</b>	<b>\$326,201</b>	<b>\$333,696</b>	<b>\$270,194</b>	<b>\$347,925</b>
The lowest price is given the maximum points as predetermined and stated in the proposal documents. The following formula is then applied to all subsequent pricing. Divide the lowest offer by the amount of the current proposer's offer. Multiply the result by the maximum number of points available. The num is the number of points awarded to the current proposer in this category.	0.00	35.36	0.00	43.75	37.27	36.44	45.00	34.95
<b>2) Relevant Experience (15 Points)</b>								
Experience as a general contractor with specific experience in facilities construction projects of the same or similar type, size, nature and class as the Project being proposed, including work performed in connection with a facility which is occupied and in use during construction, if applicable. Consideration will be given to the number of years of experience, which a Bidder has. Representative projects (dollar value and/or scope/size) must be submitted as references to include the project name, architect or engineer, cost of the project and the contact person to include phone number. Consideration will only be given to projects which are occupied or substantially complete. Educational Facilities Projects may receive greater consideration.	6	4	6	6	6	2	6	2
<b>3) Project Management Ability (10 Points)</b>								
The Bidder shall provide evidence of sufficient resources necessary to, manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Bidder, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Bidder's ability to perform the services.	9	9	9	9	9	9	9	9
<b>4) Past Performance (10 Points)</b>								
Past performance will be considered in the evaluation process, including but not limited to, the following: Ability of Bidder to remain on schedule. Cooperation with Owner of project and staff. Proper and timely coordination of all trades and support personnel in completing the project. Minimum number of major deficiencies on the substantial completion punch list. Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness. Consistent demonstration of commitment to excellence in workmanship. Safety record.	10	10	10	10	10	10	10	10
<b>5) Subcontractors &amp; Suppliers (10 Points)</b>								
The Bidder shall submit a schedule of proposed Subcontractors for this Project. The Bidder should be capable of submitting resumes and references for each Subcontractor listed, if requested by Owner.	2.000	2	2	2	2	2	2	2
<b>TOTAL</b>	<b>37.00</b>	<b>60.36</b>	<b>37.00</b>	<b>70.75</b>	<b>64.27</b>	<b>59.44</b>	<b>71.00</b>	<b>57.95</b>
<b>RANK</b>	<b>7</b>	<b>1</b>	<b>7</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>1</b>	<b>6</b>

RFCSP 20-21 Kirby M.S.  
Lighting Project



Vendor	OGNI, INC.	Clear Blue Energy Corp.	Aquila	Capital Electrical	Dausin Electric Co.	Unify Energy Solutions	The Levy Co. Inc.	Daybreak LED LLC
<b>1) Purchase Price (45 Points)</b>								
Base Proposal - New Fixtures	0.00	318,383.20	0.00	257,352.49	302,038.00	307,000.00	250,180.00	322,153.00
Contingency (8%)	0.00	25,470.66	0.00	20,588.20	24,163.04	26,695.65	20,014.40	25,772.24
<b>Total Proposed Pricing</b>	<b>0.00</b>	<b>343,853.86</b>	<b>0.00</b>	<b>277,940.69</b>	<b>326,201.04</b>	<b>333,695.65</b>	<b>270,194.40</b>	<b>347,925.24</b>
The lowest price is given the maximum points as predetermined and stated in the proposal documents. The following formula is then applied to all subsequent pricing. Divide the lowest offer by the amount of the current proposer's offer. Multiply the result by the maximum number of points available. The sum is the number of points awarded to the current proposer in this category.	0.00	35.36	0.00	43.75	37.27	36.44	45.00	34.95
<b>2) Relevant Experience (15 Points)</b>								
Experience as a general contractor with specific experience in facilities construction projects of the same or similar type, size, nature and class as the Project being proposed, including work performed in connection with a facility which is occupied and in use during construction, if applicable. Consideration will be given to the number of years of experience, which a Bidder has. Representative projects (dollar value and/or scope/size) must be submitted as references to include the project name, architect or engineer, cost of the project and the contact person to include phone number. Consideration will only be given to projects which are occupied or substantially complete. Educational Facilities Projects may receive greater consideration.	6	4	6	6	6	2	6	2
<b>3) Project Management Ability (10 Points)</b>								
The Bidder shall provide evidence of sufficient resources necessary to, manage, staff, and successfully perform the work contemplated under this proposal. Provide a brief profile of the Bidder, including its principal line of business, the year founded, number and location of offices, and the number of employees. Identify any condition (bankruptcy, pending merger, pending litigation, planned office closures or others) that may enhance or impede the Bidder's ability to perform the services.	9	9	9	9	9	9	9	9
<b>4) Past Performance (10 Points)</b>								
Past performance will be considered in the evaluation process, including but not limited to, the following. Ability of Bidder to remain on schedule. Cooperation with Owner of project and staff. Proper and timely coordination of all trades and support personnel in completing the project. Minimum number of major deficiencies on the substantial completion punch list. Minimum number of warranty item call backs during the warranty phase, and warranty responsiveness. Consistent demonstration of commitment to excellence in workmanship. Safety record.	10	10	10	10	10	10	10	10
<b>5) Subcontractors &amp; Suppliers (20 Points)</b>								
The Bidder shall submit a schedule of proposed Subcontractors for this Project. The Bidder should be capable of submitting resumes and references for each Subcontractor listed, if requested by Owner.	2	2	2	2	2	2	2	2
<b>TOTAL</b>	<b>27.00</b>	<b>60.36</b>	<b>27.00</b>	<b>70.75</b>	<b>64.27</b>	<b>59.44</b>	<b>72.00</b>	<b>57.95</b>
<b>RANK</b>	<b>7</b>	<b>4</b>	<b>7</b>	<b>2</b>	<b>3</b>	<b>5</b>	<b>1</b>	<b>6</b>



**Meeting Date:** August 20, 2020

**Submitted By:** Bill Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving the resolution approving the sale of real property described as a 0.083 of one acre parcel of land out of the Antonio Amador Survey, Abstract Number 1177, Bexar County, Texas, and being a portion of Lot 1, Block 1, Judson Independent School District New Converse Elementary School, a subdivision of record in volume 9577, page 98, Plat Records of Bexar County, to the State of Texas, acting by and through the Texas Transportation Commission, for \$1,078.00 plus cost of the conveyance, delegating authority to the Superintendent to execute the necessary Contract and granting signatory authority for closing documents to the Board President.

## CONSENT ITEM

### **RECOMMENDATION:**

I move the Board approve the proposed Resolution to sell the 0.083 acre tract of land described therein to the State of Texas acting by and through the Texas Transportation Commission, for \$1,078.00 plus costs of conveyance, and authorize the Board President to execute the proposed Deed, proposed Possession and Use Agreement for Transportation Purposes, and proposed Memorandum of Agreement, and any other documents necessary to affect the conveyance of the property, all as set forth in said Resolution.

### **IMPACT/RATIONALE:**

The Texas Department of Transportation will be widening FM 1516 in front of Converse Elementary school. In order to facility the improvements additional Right of Way is needed from adjacent land owners. The parcel is about 51 feet wide and 91 feet long.

Staff recommends approval as the District will benefit from the Road improvements that will increase the safety of staff and students that travel this roadway.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

EXHIBIT "A"

GRAPHIC SCALE

1"=50'



N



CITY OF CONVERSE  
20" WATERLINE ESMT.  
VOL. 6950, PG. 1689  
O.P.R.R.P.B.C.T.

ANTONIO AMADOR  
SURVEY NO. 312.  
ABSTRACT NO. 1177

**A** F. H. COERS  
REMAINDER OF A  
CALLED 80 ACRES  
VOL. 282, PG. 62  
D. R. B. C. T.

CENTERLINE OF E. C. S.  
CURVE INFORMATION  
PI STA. 163+26.25  
N= 13729748.05  
E= 2187918.17  
D= 6°01'52"  
A= 42°52'58" (LT)  
R= 950.00'  
T= 373.09'  
L= 711.02'  
CB= S06°31'16"E  
CD= 694.54'

UNITED GAS UTILITY  
PIPELINE COMPANY ESMT.  
VOL. 2891, PG. 98  
D. R. B. C. T.

CENTERLINE OF E. C. S.  
CURVE INFORMATION  
PI STA. 173+12.05  
N= 13728846.29  
E= 2188396.89  
D= 5°30'33"  
A= 43°25'13" (RT)  
R= 1040.00'  
T= 414.08'  
L= 788.14'  
CB= S06°15'08"E  
CD= 769.41'

JUDSON INDEPENDENT SCHOOL  
DISTRICT NEW CONVERSE  
ELEMENTARY SCHOOL  
LOT 1, BLOCK 1  
CALLED 22.14 ACRES  
VOL. 9577, PG. 48  
P. R. B. C. T.

EASEMENT AGREEMENT TO  
CITY OF CONVERSE  
VOL. 13958, PG. 1216  
O.P.R.R.P.B.C.T.

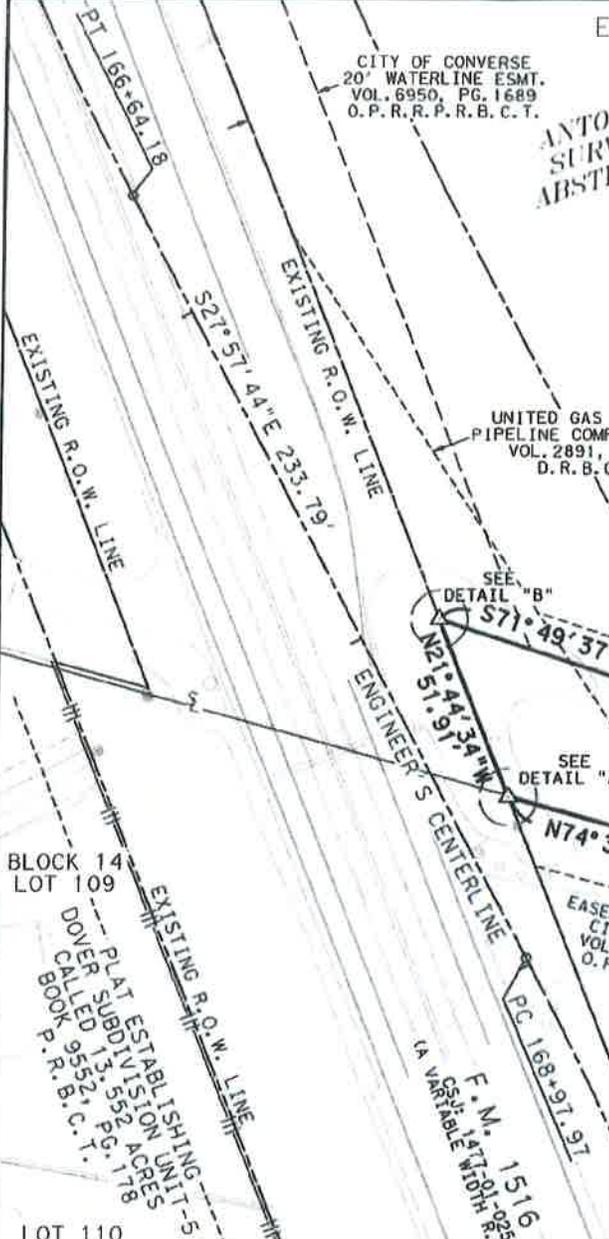
ELECTRIC LINE  
R.O.W. EASEMENT TO  
CITY OF SAN ANTONIO  
VOL. 14107, PG. 1985  
& VOL. 14172, PG. 2470  
O.P.R.B.C.T.

P.O.B.  
STA. 169+20.37  
O/S 85.00' LT  
N=13729230.36  
E=2188288.94

ELECTRIC LINE R.O.W.  
AGREEMENT TO  
CITY OF SAN ANTONIO  
VOL. 14107, PG. 1948 &  
VOL. 14172, PG. 2464  
O.P.R.B.C.T.

P.O.C.  
1" IRON PIPE  
STA. 170+38.70  
O/S 255.75' LT  
N=13729172.00  
E=2188500.13

TEXAS CONFERENCE  
ASSOCIATION OF  
SEVENTH  
DAY ADVENTISTS  
TRACT III  
CALLED 1.29 ACRES  
VOL. 10580, PG. 2161  
O.P.R.R.P.B.C.T.



BLOCK 14  
LOT 109  
DOVER PLAT ESTABLISHING UNIT - 5  
CALLED 13.552 ACRES  
BOOK 9552, PG. 178  
P. R. B. C. T.

LOT 110

LEGEND

- TXDOT TYPE I MONUMENT FOUND - AS NOTED
- TXDOT TYPE II MONUMENT FOUND - AS NOTED
- ⊠ 1/2" IRON ROD WITH ALUMINUM CAP MARKED "TX DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" SET#
- 1/2" IRON ROD FOUND - AS NOTED
- ⊕ PK NAIL WITH SHINER STAMPED "TXDOT" SET IN CONCRETE # - AS NOTED
- ⊗ \*X" FOUND IN CURB
- △ CALCULATED POINT
- ⊙ FIRE HYDRANT
- ⊙ POWER POLE
- ⊙ WASTE WATER MANHOLE
- O.P.R.R.P.B.C.T. OFFICIAL PUBLIC RECORDS REAL PROPERTY OF BEXAR COUNTY, TEXAS
- O.P.R.B.C.T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- D.R.B.C.T. DEED RECORDS OF BEXAR COUNTY, TEXAS
- P.R.B.C.T. PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P.O.C. POINT OF COMMENCEMENT
- P.O.B. POINT OF BEGINNING
- R.O.W. RIGHT OF WAY
- PROPERTY LINE
- OVERHEAD ELECTRIC
- APPROXIMATE LOCATION OF SURVEY LINE
- ACCESS DENIAL LINE



**HALFF**

9500 AMBERGLEN BLVD  
BLDG F, SUITE 125  
AUSTIN, TEXAS 78729-1102  
TEL (512) 777-4600  
FAX (512) 252-8141  
TBPLS FIRM NO. 10028607



REVISION

NO.	DATE	DESCRIPTION
-	-	-
-	-	-
-	-	-

PARENT TRACT ACREAGE	ACQUISITION	REMAINDER
**#0.506 AC. (22,025 SQ. FT.)	168+62.17 TO 169+20.37 0.083 AC. LT 3,593 SQ. FT.	0.423 AC. RT 18,432 SQ. FT.

PARCEL PLAT SHOWING PARCEL 25

SCALE	FED. RD. DIV. NO.	STATE	COUNTY	HIGHWAY NO.		
1" = 50'	6	TEXAS	BEXAR	FM 1516		
DATE	STATE DISTRICT NO.	FEDERAL AID PROJECT NO.	CONTROL NO.	SECTION NO.	JOB NO.	PAGE NO.
02/02/19	15		1477	01	044	4 OF 5

**Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.**



**DEED**

**TxDOT ROW CSJ:** 1477-01-044

**TxDOT Parcel No.:** 25

**Grantor(s), whether one or more:**

Judson Independent School District, a Texas nonprofit corporation

**Grantor's Mailing Address (including county):**

8012 Shin Oak Dr  
Live Oak, TX 78233-2413  
Bexar County

**Grantee:**

The State of Texas, acting by and through the Texas Transportation Commission

**Grantee's Authority:**

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

**Grantee's Mailing Address (including county):**

125 E. 11<sup>th</sup> Street  
Austin, Texas 78701  
Travis County

**Consideration:**

The sum of One Thousand Seventy Eight and no/100 Dollars (\$1,078.00) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

**Property:**

All of that certain tract or parcel of land in Bexar County, Texas, being more particularly described in the attached Exhibit A (the “**Property**”).

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.
3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of Bexar County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

Grantor reserves all of the oil, gas, sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein and thereunder.

Grantor is retaining title to the following improvements (“**Retained Improvements**”) located on the Property, to wit: None.

Grantor covenants and agrees to remove the Retained Improvements from the Property by n/a day of n/a, 20n/a, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

Access on and off Grantor’s remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit “A”. Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting or permitting requirements.

**GRANTOR**, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee and Grantee’s successors and assigns forever. Grantor binds Grantor and Grantor’s heirs, successors and assigns to Warrant and Forever Defend all and singular the Property to Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to the claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

EXECUTED on the date(s) of acknowledgement indicated below.

**GRANTOR:**

Judson Independent School District,  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Renee A. Paschall, President,  
Board of Trustees of the Judson  
Independent School District

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Corporate Acknowledgment

State of Texas  
County of Bexar

This instrument was acknowledged before me on \_\_\_\_\_  
by Renee A. Paschall, President, Board of Trustees of the Judson Independent School District, a Texas  
nonprofit corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public's Signature

EXHIBIT "A"

County: Bexar  
Parcel No.: 25  
Project: FM1516  
RCSJ: 1477-01-044  
Limits: From FM78 To IH 10  
Halff AVO: 31943A

Page 1 of 5  
January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

BEING A 0.083 OF ONE ACRE (3,593 SQUARE FEET) PARCEL OF LAND OUT OF THE ANTONIO AMANDOR SURVEY NO. 312, ABSTRACT NO. 1177, BEXAR COUNTY, TEXAS, SAME BEING THE REMAINDER OF A CALLED 80 ACRES TRACT OF LAND DESCRIBED IN A DEED FROM ADELA COERS TO F. H. COERS, DATED JANUARY 03, 1908, OF RECORD IN VOLUME 282, PAGE 62, DEED RECORDS OF BEXAR COUNTY, TEXAS (D.R.B.C.T); SAID 0.083 OF ONE ACRE (3,593 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1-inch iron pipe found at the northeasterly corner of a 1.29 acre tract described as Tract 3 in a Correction General Warranty Deed from Cynthia a. Warner to Texas conference Association of Seventh Day Adventists, dated November 25, 2003, of record in Volume 10580, Page 2161, O.P.R.R.P.B.C.T., same being the northwesterly corner of that certain called 25.811 acre tract described in said Deed to Texas Conference Association of Seventh Day Adventists; said point being 255.75 feet left of proposed F.M. 1516, Engineer's Centerline Station (E.C.S.) 170+38.70, said point having coordinates of N=13,729,172.00 and E=2,188,500.13;

**THENCE**, with the northerly line of said 1.29 acre tract, North 74°33'08" West (CALLED South 74°16'55" East), a distance of 219.10 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 85.00 feet left of E.C.S. 169+20.37, for the **POINT OF BEGINNING** and southeasterly corner of the tract described herein, said point having coordinates of N=13,729,230.36 and E=2,188,288.94;

1) **THENCE**, continuing with the northerly line of said 1.29 acre tract and southerly line of the tract described herein, North 74°33'08" West (CALLED South 74°16'55" East), a distance of 94.88 feet passing a 1/2-inch iron pipe found, in all a total distance of 95.07 feet to a calculated point in the easterly right-of-way line of F.M. 1516, a variable width right-of-way, for the northwesterly corner of said 1.29 acre tract and the southwesterly corner of the tract described herein;

EXHIBIT "A"

County: Bexar  
Parcel No.: 25  
Project: FM1516  
RCSJ: 1477-01-044  
Limits: From FM78 To IH 10  
Half AVO: 31943A

Page 2 of 5  
January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

2) **THENCE**, with said existing easterly right-of-way line of F.M. 1516, with the westerly line of the tract described herein, North  $21^{\circ}44'34''$  West, a distance of 51.91 feet to a calculated point for the southwesterly corner of Lot 1, Block 1, Judson I.S.D. New Converse Elementary School, a subdivision of record in Volume 9577, Page 48, Plat Records of Bexar County, Texas (P.R.B.C.T.), for the northwesterly corner of the tract described herein;

3) **THENCE**, with the northerly line of the tract described herein, same being the southerly line of said Lot 1, Block 1, Judson I.S.D. New Converse Elementary School, with the southerly line of the tract described herein, South  $71^{\circ}49'37''$  East, (CALLED North  $71^{\circ}51'55''$  West), at a distance of 1.80 feet passing a 1/2-inch iron rod found with "Baker Surveying" cap, at a distance of 78.95 feet passing a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 76.00 feet left of the proposed F.M. 1516 E.C.S. 168+62.17, in all a total distance of 91.93 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 85.00 feet left of proposed F.M. 1516 E.C.S. 168+71.53, for the northeasterly corner of the tract described herein, from which point a 1/2-inch iron rod found for an angle point in the southerly line of said Lot 1, Block 1, bears South  $71^{\circ}49'37''$  East, a distance of 290.15 feet;

4) **THENCE**, with the proposed easterly right-of-way line of F.M. 1516, over and across said remainder tract, South  $27^{\circ}57'44''$  East, a distance of 26.44 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 85.00 feet left of proposed F.M. 1516 E.C.S. 168+97.97, for the beginning of a curve to the right;

5) **THENCE**, continuing with the proposed easterly right-of-way line of F.M. 1516, over and across said remainder tract, 24.23 feet along the arc of a curve to the right, with a radius of 1125.00 feet, a central angle of  $01^{\circ}14'02''$ , and whose chord bears South  $27^{\circ}20'43''$  East, a distance of 24.23 feet to the **POINT OF BEGINNING** and containing 0.053 of one acre (2,292 square feet) of land within these metes and bounds.

EXHIBIT "A"

County: Bexar  
Parcel No.: 25  
Project: FM1516  
RCSJ: 1477-01-044  
Limits: From FM78 To IH 10  
Half AVO: 31943A

Page 3 of 5  
January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, South Central Zone 4204 (NAD83/2011). All coordinates and distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00017. This survey was performed using VRS and holding TxDOT RRP2 TXAN – San Antonio. Units: U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

\*\*This monument may be set/ replaced by a TXDOT Type II right-of-way monument upon completion of the highway construction project under the supervision of a RPLS either employed or retained by TXDOT

Access will be permitted to the remainder property abutting the highway facility.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

1/28/2020  
Date

Dan H. Clark, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6011  
Halff Associates, Inc., TBPLS Firm No. 10029607  
9500 Amberglen Blvd., Bldg. F, Suite 125  
Austin, Texas 78729  
512-777-4600



EXHIBIT "A"

GRAPHIC SCALE  
1"=50'



CITY OF CONVERSE  
20' WATERLINE ESMT.  
VOL. 6950, PG. 1689  
O. P. R. R. P. B. C. T.

ANTONIO AMADOR  
SURVEY NO. 312,  
ABSTRACT NO. 1177

**A** F. H. COERS  
REMAINDER OF A  
CALLED 80 ACRES  
VOL. 282, PG. 62  
D. R. B. C. T.

CENTERLINE OF E. C. S.  
CURVE INFORMATION  
PI STA. 163+26.25  
N= 13729748.05  
E= 2187918.17  
D= 6° 01' 52"  
Δ= 42° 52' 58" (LT)  
R= 950.00'  
T= 373.09'  
L= 711.02'  
CB= S06° 31' 16"E  
CD= 694.54'

UNITED GAS UTILITY  
PIPELINE COMPANY ESMT.  
VOL. 2891, PG. 98  
D. R. B. C. T.

CENTERLINE OF E. C. S.  
CURVE INFORMATION  
PI STA. 173+12.05  
N= 13728846.29  
E= 2188396.89  
D= 5° 30' 33"  
Δ= 43° 25' 13" (RT)  
R= 1040.00'  
T= 414.08'  
L= 788.14'  
CB= S06° 15' 08"E  
CD= 769.41'

JUDSON INDEPENDENT SCHOOL  
DISTRICT NEW CONVERSE  
ELEMENTARY SCHOOL  
LOT 1, BLOCK 1  
CALLED 22.14 ACRES  
VOL. 9577, PG. 48  
P. R. B. C. T.

EASEMENT AGREEMENT TO  
CITY OF CONVERSE  
VOL. 13958, PG. 1216  
O. P. R. R. P. B. C. T.

ELECTRIC LINE  
R. O. W. EASEMENT TO  
CITY OF SAN ANTONIO  
VOL. 14107, PG. 1985  
& VOL. 14172, PG. 2470  
O. P. R. B. C. T.

P. O. B.  
STA. 169+20.37  
O/S 85.00' LT  
N=13729230.36  
E=2188288.94

EASEMENT AGREEMENT TO  
CITY OF CONVERSE  
VOL. 139933, PG. 66  
O. P. R. R. P. B. C. T.

ELECTRIC LINE R. O. W.  
AGREEMENT TO  
CITY OF SAN ANTONIO  
VOL. 14107, PG. 1948 &  
VOL. 14172, PG. 2464  
O. P. R. B. C. T.

P. O. C.  
1" IRON PIPE  
STA. 170+38.70  
O/S 255.75' LT  
N=13729172.00  
E=2188500.13

TEXAS CONFERENCE  
ASSOCIATION OF  
SEVENTH  
DAY ADVENTISTS  
TRACT III  
CALLED 1.29 ACRES  
VOL. 10580, PG. 2161  
O. P. R. R. P. B. C. T.

BLOCK 14  
LOT 109

DOVER PLAT ESTABLISHING UNIT -5  
CALLED 13.592 ACRES  
VOL. 9532, PG. 178  
P. R. B. C. T.

LOT 110

LEGEND

- TXDOT TYPE I MONUMENT FOUND - AS NOTED
- TXDOT TYPE II MONUMENT FOUND - AS NOTED
- ⊠ 1/2" IRON ROD WITH ALUMINUM CAP MARKED "TX DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" SET\*\*
- 1/2" IRON ROD FOUND - AS NOTED
- ⊕ PK NAIL WITH SHINER STAMPED "TXDOT" SET IN CONCRETE \*\* - AS NOTED
- ⊗ "X" FOUND IN CURB
- △ CALCULATED POINT
- ⊙ FIRE HYDRANT
- ⊙ POWER POLE
- ⊙ WASTE WATER MANHOLE
- O. P. R. R. P. B. C. T. OFFICIAL PUBLIC RECORDS REAL PROPERTY OF BEXAR COUNTY, TEXAS
- O. P. R. B. C. T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- D. R. B. C. T. DEED RECORDS OF BEXAR COUNTY, TEXAS
- P. R. B. C. T. PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P. O. C. POINT OF COMMENCEMENT
- P. O. B. POINT OF BEGINNING
- R. O. W. RIGHT-OF-WAY
- PROPERTY LINE
- OVERHEAD ELECTRIC
- APPROXIMATE LOCATION OF SURVEY LINE
- ACCESS DENIAL LINE



9500 AMBERGLEN BLVD  
BLDG F, SUITE 125  
AUSTIN, TEXAS 78729-1102  
TEL (512) 777-4600  
FAX (512) 252-8141  
TBPLS FIRM NO. 10029607



REVISION		
NO.	DATE	DESCRIPTION
-	-	-
-	-	-

PARENT TRACT ACREAGE	ACQUISITION	REMAINDER
**0.506 AC. (22,025 SQ.FT.)	168+62.17 TO 169+20.37 0.083 AC. LT 3,593 SQ.FT.	0.423 AC. RT 18,432 SQ.FT.

PARCEL PLAT SHOWING PARCEL 25						
SCALE	FED. RD. DIV. NO.	STATE	COUNTY	HIGHWAY NO.		
1" = 50'	6	TEXAS	BEXAR	FM 1516		
DATE	STATE DISTRICT NO.	FEDERAL AID PROJECT NO.	CONTROL NO.	SECTION NO.	JOB NO.	PAGE NO.
03/2019	15		1477	01	044	4 OF 5





Date: August 13, 2020

Judson Independent School District,  
A Texas nonprofit corporation  
Attn: William E. Atkins, Chief Financial Officer  
8012 Shin Oak Dr.  
Live Oak, TX 78233-2413

County: Bexar  
Highway No.: FM 1516  
Location: From: FM 78 Street  
To: IH 10  
Project No.: STP 1902(103)  
ROW CSJ No.: 1477-01-044  
District: San Antonio  
Parcel No.: 25

Dear Property Owners:

You have indicated a willingness to sign a deed for your property which consists of 0.083 of an acre (3,593 square feet) located E/S FM 1516 N of Crestway Rd, Converse, Bexar County, State of Texas.

It is important to confirm this agreement in order to avoid any possible misunderstanding as to the details of the purchase or the process by which the Texas Department of Transportation (TxDOT) will make payment. The payment of \$1,078.00 as herein agreed will constitute full payment to be made by TxDOT for the property to be conveyed to the State.

TxDOT and the owner(s) have agreed to the following provisions.

Until payment is made by TxDOT, title and possession of the property to be conveyed remains with you. You shall bear all risk of loss to any and all such property prior to such payment. Either you or TxDOT shall have the right to terminate this agreement.

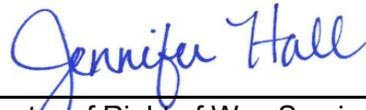
The payment of the amount herein stated and the terms provided constitute the only promises, consideration and conditions of this purchase; and no other promises, consideration or conditions have been signified or implied, save and except any benefits which may accrue under the State's Relocation Assistance Program and the mutual benefits to be derived by you and TxDOT from the signing of this agreement.

The State, without cost to the owner, will pay the cost of recording all instruments conveying title to the State.

It is suggested that you carefully review the proposed Right of Way Deed and satisfy yourself (selves) as to its provisions. With your signing of this agreement and execution of the deed the State will proceed with the issuance of a State warrant which will be made out jointly to you and to Alamo Title Company, agent for the Texas Department of Transportation.

This company has been designated as the State's closing agent and is responsible to see that TxDOT obtains clear title. They will not endorse the warrant and make payment until clear title is secured. At the same time, you have the right to withhold endorsement of the warrant and not accept payment until you are fully satisfied on all details of the transaction.

Sincerely,



---

Director of Right of Way Services  
Teague Nall and Perkins

I (We) fully understand the Texas Department of Transportation proposal as contained in this agreement and hereby acknowledge receipt of the brochure entitled "*Relocation Assistance.*"

I (We) understand that relocation assistance benefits are handled entirely separate from and in addition to this transaction and agree that my (our) execution of the Right of Way Deed is based on this understanding.

---

Property Owner's Signature

---

Property Owner's Signature

---

Date

---

Date



**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES  
WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION**

<b>STATE OF TEXAS</b>	§	ROW CSJ: 1477-01-044
	§	Parcel No.: 25
<b>COUNTY OF BEXAR</b>	§	Project No.: STP 1902(103)

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between the State of Texas, acting by and through the Texas Department of Transportation (the “State”), and Judson Independent School District, a Texas nonprofit corporation (the “Grantor” whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor’s property for the purpose of constructing a portion of Highway No. FM 1516 (the “Highway Construction Project”). The property subject to this Agreement is described more fully in field notes and plat map (attached as “Exhibit A”) and made a part of this Agreement by reference (the “Property”).

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Possession and Use Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of Zero Dollars (\$0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents zero percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State’s determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners’ award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered

represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of Three Thousand Dollars (\$3,000.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
  - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
  - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the

jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes title to the Property.
12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.
13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
14. It is agreed the State will record this document.
15. Other conditions: none.

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR:

Judson Independent School District,  
a Texas nonprofit corporation

By: \_\_\_\_\_  
Renee A. Paschall, President,  
Board of Trustees of the Judson  
Independent School District

Date: \_\_\_\_\_

---

---

Corporate Acknowledgment

State of Texas  
County of Bexar

This instrument was acknowledged before me on \_\_\_\_\_  
by Renee A. Paschall, President, Board of Trustees of the Judson Independent School District, a Texas nonprofit  
corporation, on behalf of said entity.

\_\_\_\_\_  
Notary Public's Signature

**THE STATE OF TEXAS**

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: \_\_\_\_\_  
Gabriel Lopez  
Right of Way Manager – San Antonio District  
Texas Department of Transportation

Date:

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2020  
By: Gabriel Lopez, the ROW Manager of Texas Department of Transportation.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"

County: Bexar  
Parcel No.: 25  
Project: FM1516  
RCSJ: 1477-01-044  
Limits: From FM78 To IH 10  
Half AVO: 31943A

Page 1 of 5  
January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

BEING A 0.083 OF ONE ACRE (3,593 SQUARE FEET) PARCEL OF LAND OUT OF THE ANTONIO AMANDOR SURVEY NO. 312, ABSTRACT NO. 1177, BEXAR COUNTY, TEXAS, SAME BEING THE REMAINDER OF A CALLED 80 ACRES TRACT OF LAND DESCRIBED IN A DEED FROM ADELA COERS TO F. H. COERS, DATED JANUARY 03, 1908, OF RECORD IN VOLUME 282, PAGE 62, DEED RECORDS OF BEXAR COUNTY, TEXAS (D.R.B.C.T); SAID 0.083 OF ONE ACRE (3,593 SQUARE FEET) TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

**COMMENCING** at a 1-inch iron pipe found at the northeasterly corner of a 1.29 acre tract described as Tract 3 in a Correction General Warranty Deed from Cynthia a. Warner to Texas conference Association of Seventh Day Adventists, dated November 25, 2003, of record in Volume 10580, Page 2161, O.P.R.R.P.B.C.T., same being the northwesterly corner of that certain called 25.811 acre tract described in said Deed to Texas Conference Association of Seventh Day Adventists; said point being 255.75 feet left of proposed F.M. 1516, Engineer's Centerline Station (E.C.S.) 170+38.70, said point having coordinates of N=13,729,172.00 and E=2,188,500.13;

**THENCE**, with the northerly line of said 1.29 acre tract, North 74°33'08" West (CALLED South 74°16'55" East), a distance of 219.10 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 85.00 feet left of E.C.S. 169+20.37, for the **POINT OF BEGINNING** and southeasterly corner of the tract described herein, said point having coordinates of N=13,729,230.36 and E=2,188,288.94;

1) **THENCE**, continuing with the northerly line of said 1.29 acre tract and southerly line of the tract described herein, North 74°33'08" West (CALLED South 74°16'55" East), a distance of 94.88 feet passing a 1/2-inch iron pipe found, in all a total distance of 95.07 feet to a calculated point in the easterly right-of-way line of F.M. 1516, a variable width right-of-way, for the northwesterly corner of said 1.29 acre tract and the southwesterly corner of the tract described herein;

EXHIBIT "A"

County: Bexar  
Parcel No.: 25  
Project: FM1516  
RCSJ: 1477-01-044  
Limits: From FM78 To IH 10  
Half AVO: 31943A

Page 2 of 5  
January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

2) **THENCE**, with said existing easterly right-of-way line of F.M. 1516, with the westerly line of the tract described herein, North  $21^{\circ}44'34''$  West, a distance of 51.91 feet to a calculated point for the southwesterly corner of Lot 1, Block 1, Judson I.S.D. New Converse Elementary School, a subdivision of record in Volume 9577, Page 48, Plat Records of Bexar County, Texas (P.R.B.C.T.), for the northwesterly corner of the tract described herein;

3) **THENCE**, with the northerly line of the tract described herein, same being the southerly line of said Lot 1, Block 1, Judson I.S.D. New Converse Elementary School, with the southerly line of the tract described herein, South  $71^{\circ}49'37''$  East, (CALLED North  $71^{\circ}51'55''$  West), at a distance of 1.80 feet passing a 1/2-inch iron rod found with "Baker Surveying" cap, at a distance of 78.95 feet passing a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 76.00 feet left of the proposed F.M. 1516 E.C.S. 168+62.17, in all a total distance of 91.93 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 85.00 feet left of proposed F.M. 1516 E.C.S. 168+71.53, for the northeasterly corner of the tract described herein, from which point a 1/2-inch iron rod found for an angle point in the southerly line of said Lot 1, Block 1, bears South  $71^{\circ}49'37''$  East, a distance of 290.15 feet;

4) **THENCE**, with the proposed easterly right-of-way line of F.M. 1516, over and across said remainder tract, South  $27^{\circ}57'44''$  East, a distance of 26.44 feet to a 1/2-inch iron rod with aluminum cap marked "TX DEPT OF TRANSPORTATION R.O.W. MONUMENT" set\*\* 85.00 feet left of proposed F.M. 1516 E.C.S. 168+97.97, for the beginning of a curve to the right;

5) **THENCE**, continuing with the proposed easterly right-of-way line of F.M. 1516, over and across said remainder tract, 24.23 feet along the arc of a curve to the right, with a radius of 1125.00 feet, a central angle of  $01^{\circ}14'02''$ , and whose chord bears South  $27^{\circ}20'43''$  East, a distance of 24.23 feet to the **POINT OF BEGINNING** and containing 0.053 of one acre (2,292 square feet) of land within these metes and bounds.

EXHIBIT "A"

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Page 3 of 5  
January 28, 2020

PROPERTY DESCRIPTION FOR PARCEL 25

NOTES:

Basis of bearings is the Texas Coordinate System of 1983, South Central Zone 4204 (NAD83/2011). All coordinates and distances shown hereon are surface and may be converted to grid by dividing by the surface adjustment factor of 1.00017. This survey was performed using VRS and holding TxDOT RRP2 TXAN – San Antonio. Units: U.S. Survey Feet.

A parcel plat of even date was prepared in conjunction with this property description.

\*\*This monument may be set/ replaced by a TXDOT Type II right-of-way monument upon completion of the highway construction project under the supervision of a RPLS either employed or retained by TXDOT

Access will be permitted to the remainder property abutting the highway facility.

I, Dan H. Clark, a Registered Professional Land Surveyor, do hereby certify that the above description and the accompanying plat of even date herewith, are true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

1/28/2020  
Date

Dan H. Clark, R.P.L.S.  
Registered Professional Land Surveyor  
Texas Registration No. 6011  
Halff Associates, Inc., TBPLS Firm No. 10029607  
9500 Amberglen Blvd., Bldg. F, Suite 125  
Austin, Texas 78729  
512-777-4600



EXHIBIT "A"

GRAPHIC SCALE  
1"=50'



CITY OF CONVERSE  
20" WATERLINE ESMT.  
VOL. 6950, PG. 1689  
O. P. R. R. P. B. C. T.

ANTONIO AMADOR  
SURVEY NO. 312,  
ABSTRACT NO. 1177

**A** F. H. COERS  
REMAINDER OF A  
CALLED 80 ACRES  
VOL. 282, PG. 62  
D. R. B. C. T.

CENTERLINE OF E. C. S.  
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D= 6° 01' 52"  
Δ= 42° 52' 58" (LT)  
R= 950.00'  
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CD= 694.54'

UNITED GAS UTILITY  
PIPELINE COMPANY ESMT.  
VOL. 2891, PG. 98  
D. R. B. C. T.

CENTERLINE OF E. C. S.  
CURVE INFORMATION  
PI STA. 173+12.05  
N= 13728846.29  
E= 2188396.89  
D= 5° 30' 33"  
Δ= 43° 25' 13" (RT)  
R= 1040.00'  
T= 414.08'  
L= 788.14'  
CB= S06° 15' 08"E  
CD= 769.41'

JUDSON INDEPENDENT SCHOOL  
DISTRICT NEW CONVERSE  
ELEMENTARY SCHOOL  
LOT 1, BLOCK 1  
CALLED 22.14 ACRES  
VOL. 9577, PG. 48  
P. R. B. C. T.

EASEMENT AGREEMENT TO  
CITY OF CONVERSE  
VOL. 13958, PG. 1216  
O. P. R. R. P. B. C. T.

ELECTRIC LINE  
R. O. W. EASEMENT TO  
CITY OF SAN ANTONIO  
VOL. 14107, PG. 1985  
& VOL. 14172, PG. 2470  
O. P. R. B. C. T.

P. O. B.  
STA. 169+20.37  
O/S 85.00' LT  
N=13729230.36  
E=2188288.94

EASEMENT AGREEMENT TO  
CITY OF CONVERSE  
VOL. 139933, PG. 66  
O. P. R. R. P. B. C. T.

ELECTRIC LINE R. O. W.  
AGREEMENT TO  
CITY OF SAN ANTONIO  
VOL. 14107, PG. 1948 &  
VOL. 14172, PG. 2464  
O. P. R. B. C. T.

P. O. C.  
1" IRON PIPE  
STA. 170+38.70  
O/S 255.75' LT  
N=13729172.00  
E=2188500.13

TEXAS CONFERENCE  
ASSOCIATION OF  
SEVENTH  
DAY ADVENTISTS  
TRACT III  
CALLED 1.29 ACRES  
VOL. 10580, PG. 2161  
O. P. R. R. P. B. C. T.

BLOCK 14  
LOT 109

DOVER PLAT ESTABLISHING UNIT - 5  
CALLED 13.592 ACRES  
BOOK 99532, PG. 178  
P. R. B. C. T.

LOT 110

LEGEND

- TXDOT TYPE I MONUMENT FOUND - AS NOTED
- TXDOT TYPE II MONUMENT FOUND - AS NOTED
- ◻ 1/2" IRON ROD WITH ALUMINUM CAP MARKED "TX DEPARTMENT OF TRANSPORTATION R.O.W. MONUMENT" SET\*\*
- 1/2" IRON ROD FOUND - AS NOTED
- ⊕ PK NAIL WITH SHINER STAMPED "TXDOT" SET IN CONCRETE \*\* - AS NOTED
- ⊗ "X" FOUND IN CURB
- △ CALCULATED POINT
- ⊙ FIRE HYDRANT
- ⊙ POWER POLE
- ⊙ WASTE WATER MANHOLE
- O. P. R. R. P. B. C. T. OFFICIAL PUBLIC RECORDS REAL PROPERTY OF BEXAR COUNTY, TEXAS
- O. P. R. B. C. T. OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- D. R. B. C. T. DEED RECORDS OF BEXAR COUNTY, TEXAS
- P. R. B. C. T. PLAT RECORDS OF BEXAR COUNTY, TEXAS
- P. O. C. POINT OF COMMENCEMENT
- P. O. B. POINT OF BEGINNING
- R. O. W. RIGHT-OF-WAY
- PROPERTY LINE
- OVERHEAD ELECTRIC
- APPROXIMATE LOCATION OF SURVEY LINE
- ACCESS DENIAL LINE



9500 AMBERGLEN BLVD  
BLDG F, SUITE 125  
AUSTIN, TEXAS 78729-1102  
TEL (512) 777-4600  
FAX (512) 252-8141  
TBPLS FIRM NO. 10029607



REVISION		
NO.	DATE	DESCRIPTION
-	-	-
-	-	-

PARENT TRACT ACREAGE	ACQUISITION	REMAINDER
**0.506 AC. (22,025 SQ.FT.)	168+62.17 TO 169+20.37 0.083 AC. LT 3,593 SQ.FT.	0.423 AC. RT 18,432 SQ.FT.

PARCEL PLAT SHOWING PARCEL 25						
SCALE	FED. RD. DIV. NO.	STATE	COUNTY	HIGHWAY NO.		
1" = 50'	6	TEXAS	BEXAR	FM 1516		
DATE	STATE DISTRICT NO.	FEDERAL AID PROJECT NO.	CONTROL NO.	SECTION NO.	JOB NO.	PAGE NO.
03/2019	15		1477	01	044	4 OF 5





**Meeting Date:** August 20, 2020

**Submitted By:** Marco Garcia

**Title:** Assistant Superintendent of Human Resources

**Agenda Item:** Consider and take action regarding approving the Certified List of Appraisers for the 2020-2021 School Year

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board approve the Certified List of Appraisers for the 2020-2021 school year.

### **IMPACT/RATIONALE:**

Certified appraisers are needed to evaluate all teaching personnel within JISD per the requirements of the Texas Teacher Evaluation and Support System (T-TESS).

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

## T-TESS Certified Appraiser List 2020-2021

Last Name	First Name	Campus
Davis	Cecilia	Assistant Superintendent
Garcia	Marco	Assistant Superintendent
Harrington	Sara	Candlewood ES
Johnson	Andrea	Candlewood ES
Keyes	Kendra	Candlewood ES
Davis	Cynthia	Converse ES
Schumacher	Heather	Converse ES
Scott	Susaye	Converse ES
Rice	Debora	Copperfield ES
Wrather	Sherri	Copperfield ES
Garza	Erika	Coronado Village ES
Ramirez	Patricia	Coronado Village ES
Cruz	Linda	Crestview ES
Sprouse	Rebecca	Crestview ES
Fields	Milton	Deputy Superintendent
Robinson	Rebecca	Deputy Superintendent
Taguinod	Nicole	Dir. of Accountability
McHugh	Tiffany	Elolf ES
Ransom	Rose	Elolf ES
Wilson	Scott	Elolf ES
Diaz	Rachelle	Escondido ES
Keeler	Cynthia	Escondido ES
Valentine	Lakisha	Escondido ES
Lofton	Kelle	Franz ES
Savage-Egg	Kari	Franz ES
Brown	Kim	Hartman ES
Rodriguez	Monica	Hartman ES
Thomas	Natalie	Hartman ES
Casstevens	Judy	Hopkins ES
Combs	Terry	Hopkins ES
Martinez	Melissa	Hopkins ES
Nava	Aida	HR Director
Bethely-Day	Ricci	JCARE Academy
Johnson	Brenda	JCARE Academy
Juarez	Josephine	JECA
Guerrero	Liza	JLA
Carter	Kayone	Judson HS
Guzman-Jeffery	Angelica	Judson HS
Hernandez	Jesus	Judson HS
McDowell-Callaway	Melissa	Judson HS

## T-TESS Certified Appraiser List 2020-2021

Padilla	Christopher	Judson HS
Stephens	Dylan	Judson HS
Valdillez	Cynthia	Judson HS
Compton	Melissa	Judson MS
Pawkett	Eric	Judson MS
Sauceda	Sergio	Judson MS
Ussery	Pamela	Judson MS
Worley	Dawn	Judson MS / JSTEM
Arredondo	Sue	Kirby MS
Harris-Stokes	Sherri	Kirby MS
Libby	John	Kirby MS
Lyons	Christina	Kirby MS
Smiley	Michelle	Kirby MS
Broom	Beverly	Kitty Hawk MS
Bedford	Karla	Kitty Hawk MS
De la Pena	Frances	Kitty Hawk MS
Olivarez	Arturo	Kitty Hawk MS
Simmons	DeWayne	Kitty Hawk MS
Allen	Michelle	Masters ES
Baker	LaTonya	Masters ES
Harvey	Anthony	Masters ES
Davidson	Loretta	Metzger MS
Guastella	Christopher	Metzger MS
Hernandez	Elizardo	Metzger MS
Hewgley	Brian	Metzger MS
Rector	Jodi	Metzger MS
Sifuentes	Leilani	Metzger MS
Gallegos	Jorge	Miller's Point ES
Beitel	Theresa	Miller's Point ES
Smejkal	Barbara	Miller's Point ES
Rastellini	Annette	Olympia ES
Garza	Erika	Olympia ES
Balderas	Sharon	Park Village ES
Hernandez	Anita	Park Village ES
Young	Dianetta	Park Village ES
Davila	Tricia	Paschall ES
Kondratick	Elaine	Paschall ES
Trevino	Christine	Paschall ES
La Rue	Michelle	Rolling Meadows ES
Rhoades	Sharisa	Rolling Meadows ES
Ellis	Joshua	Salinas ES

## T-TESS Certified Appraiser List 2020-2021

Silverman	Marty	Salinas ES
Barrera	Destiny	Spring Meadows ES
Lopez	Jacob	Spring Meadows ES
Schmidt	Cora	Spring Meadows ES
Arellano	Sandra	Veterans Memorial HS
Ball	Ellen	Veterans Memorial HS
Borrego	Monica	Veterans Memorial HS
Brauer	Greg	Veterans Memorial HS
Gomez	Chanell	Veterans Memorial HS
Hall	Shearil	Veterans Memorial HS
Alfaro	Priscilla	Wagner HS
Arce	Blas	Wagner HS
Cabazos	Carlos	Wagner HS
Clements	Carmelina	Wagner HS
Duhart-Toppen	Mary	Wagner HS
De Anda	Graciela	Wagner HS
Pecina	Valerie	Wagner HS
Hines	Rebecca	Woodlake ES
Rivera-Casares	Tanya	Woodlake ES
Saunders	Kristin	Woodlake ES
Brooks	Daniel	Woodlake Hills MS
Griffin	John	Woodlake Hills MS
Madkins	Cameron	Woodlake Hills MS
Miller	Joni	Woodlake Hills MS
Watt	Krista	Woodlake Hills MS
Munoz	Yvonne	Wortham Oaks ES
Neira	Alma	Wortham Oaks ES



**Meeting Date:** August 20, 2020

**Submitted By:** Marco Garcia

**Title:** Assistant Superintendent of Human Resources

**Agenda Item:** Consider and take action regarding approving the Texas Teacher Evaluation and Support System (T-TESS) Appraisal Calendar for 2020-2021

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board approve the T-TESS appraisal Calendar for 2020-2021.

### **IMPACT/RATIONALE:**

Administrators and teaching personnel are provided with a district calendar of important dates and guidelines of all components of the Texas Teacher Evaluation and Support System (T-TESS).

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



2020-2021

Texas Teacher Evaluation Support System (T-TESS) Appraisal Calendar

Month	Action	Person(s) Responsible	Required Document
August 5, 2020 August 10-12, 17-20, 2020	<ul style="list-style-type: none"> <li>T-TESS Orientation for all new JISD teachers</li> <li>T-TESS Refresher for all returning JISD teachers</li> </ul>	<ul style="list-style-type: none"> <li>Human Resources</li> <li>Principals</li> </ul>	<ul style="list-style-type: none"> <li>T-TESS Training Materials</li> </ul>
August 24 - October 16, 2020	<ul style="list-style-type: none"> <li>Teacher Goal Setting and Professional Development Plan</li> </ul> <p>NOTE: Teachers will enter their goals in the "GOAL" tab in STRIVE.( 1 Professional Growth Goal and 1 Student Growth Goal)</p>	<ul style="list-style-type: none"> <li>Teacher</li> </ul>	<ul style="list-style-type: none"> <li>T-TESS Teacher Goal Setting and Professional Development Plan in STRIVE</li> </ul>
September 9 - February	<ul style="list-style-type: none"> <li>Pre-Observation Conferences <b>(Begin September 9, 2020 if T-TESS orientation/refresher completed at district/campus PD days)</b></li> <li>A pre-conference must be held prior to a formal observation</li> </ul>	<ul style="list-style-type: none"> <li>Appraiser schedules conference</li> </ul>	<ul style="list-style-type: none"> <li>No required form</li> </ul>
August-April	<ul style="list-style-type: none"> <li>Artifacts or evidence should be collected for Domain 4 by teacher prior to the End of Year conference to be held in April and May, 2021</li> <li>Informal Observation(s) to be performed (at least 15 min).</li> </ul>	<ul style="list-style-type: none"> <li>Teacher collects and compiles evidence</li> </ul>	<ul style="list-style-type: none"> <li>Teacher Artifacts</li> <li>See EOY Conference Teacher Overview (attached)</li> </ul>
October- February	<ul style="list-style-type: none"> <li>Formal Observations (45 min. minimum) will be conducted</li> <li>Post-observation conferences <b>must be completed 10 days after a formal observation</b></li> </ul>	<ul style="list-style-type: none"> <li>Appraiser conducts observation and completes appraisal form in STRIVE</li> <li>Teacher signs form</li> </ul>	<ul style="list-style-type: none"> <li>T-TESS Observation Rubric (Domains 1-3) in STRIVE</li> </ul>
March – April	<ul style="list-style-type: none"> <li>Artifacts and evidence must be shared with appraiser at least <b>10 days prior to the End of Year Summative Conference</b></li> </ul>	<ul style="list-style-type: none"> <li>Teacher</li> </ul>	<ul style="list-style-type: none"> <li>Artifacts (may be digitally sent to appraiser with prior agreement between appraiser and teacher)</li> </ul>
	<ul style="list-style-type: none"> <li><b>Complete Part 2</b> Goal Reflection section of the "Teacher Goal Setting and Professional Development Plan" <b>prior</b> to the End of Year Summative Conference which assesses Domain 4</li> </ul>	<ul style="list-style-type: none"> <li>Teacher</li> </ul>	<ul style="list-style-type: none"> <li>Update "Goal" tab in STRIVE to complete activities for both goals</li> </ul>
April - May	<ul style="list-style-type: none"> <li>End of Year Summative Conference - Domain 4, Refinement, Reinforcement, and 2020-2021 Preliminary Goal Setting <b>(By: May 12, 2021)</b></li> <li>Recommendation to teachers: Draft 2021/2022 Goals in Word document for future reference after receiving scores and reflecting on professional growth</li> </ul> <p>Contact Human Resources with questions regarding compliance with timelines.</p>	<ul style="list-style-type: none"> <li>Appraiser</li> <li>Teacher</li> </ul>	<ul style="list-style-type: none"> <li>T-TESS Summative Form for Domains 1-4 in STRIVE</li> <li>Electronic signature of:               <ol style="list-style-type: none"> <li>Teacher (first)</li> <li>Appraiser (second)</li> </ol> <p><b>NOTE: AN ELECTRONIC SIGNATURE IS IRREVERSIBLE</b></p> </li> </ul>

It is the teacher's responsibility to electronically sign required forms within specified times.

**Second Appraisal: In the event of the need for a second appraisal, refer to Administrative Procedure 10 with its attachments**



DO NOT OBSERVE THE DAY BEFORE OR AFTER A HOLIDAY AS FOLLOWS:

Labor Day Holiday	--	September 4, 2020/September 8, 2020
Election Day	--	November 2, 2020/November 4, 2020
Veteran's Day	--	November 10, 2020/November 12, 2020
Thanksgiving Break	--	November 20, 2020/November 30, 2020
Christmas	--	December 18, 2020/January 4, 2021
Martin Luther King	--	January 15, 2021/January 19, 2021
Super Bowl	--	February 5, 2021/February 9, 2021
Spring Break	--	March 5, 2021/March 15, 2021
Good Friday	--	April 1, 2021/April 15, 2021
Battle of Flowers	--	April 22, 2021/April 26, 2021

**MAY 12, 2021 -- 15<sup>th</sup> day before last day of instruction deadline to hold all summative conferences:**

**Important Notes:**

- Testing Calendar dates will affect your ability to conduct observations with fidelity (See next page)
- Documentation of observations and conferences needs to be shared with teachers **within 10 school days**
- Teachers must be given **one week window** for observations
- **Coach** teachers **up** toward growth through goal setting process
- **ALL Professional Growth Plans must be submitted to Ms. Aida Nava, HR Director, prior to presenting/issuing to the teacher in need of targeted support.**



## Judson ISD Assessment Dates

Administration Date		Assessment	E11 Deadline	Report Date
October 16	WED	SAT Testing		
December 9	MON	English I EOC	<i>December 15</i>	January 17
December 10	TUE	Algebra I EOC		
December 11	WED	English II EOC		
December 12	THU	Biology & US History EOC		
December 13	FRI	CHECK IN		
February 24 - April 3		TELPAS & TELPAS Alternate Window	<i>January 31</i>	May 22 & May 8
March 30 -April 21		STAAR Alternate 2 Window	<i>February 28</i>	May 15
March 4	WED	SAT Testing		
April 6	MON	English I EOC	<i>March 6</i>	June 3
April 8	WED	English II EOC		
April 9	THU	CHECK IN		
April 6	MON	4/7 Writing STAAR	<i>March 6</i>	June 19
April 6	MON	5/8 Math STAAR		May 1
April 7	TUE	5/8 Reading STAAR		May 1
April 9	THU	CHECK IN		
May 4 - May 15		AP Test Window		
May 4	MON	Biology EOC	<i>April 9</i>	June 3
May 5	TUE	US History EOC		
May 6	WED	Algebra I EOC		
May 8	FRI	CHECK IN		
May 11	MON	3/4/6/7 Math STAAR	<i>April 17</i>	June 19
May 11	MON	5/8 Math STAAR Retest		June 10
May 12	TUE	3/4/6/7 Reading STAAR		June 19
May 12	TUE	5/8 Reading STAAR Retest		June 10
May 13	WED	5/8 Science STAAR		June 19
May 14	THU	8 Social Studies STAAR		June 19
May 15	FRI	CHECK IN		
June 22 - June 25		Summer EOC Window	<i>May 29</i>	July 24
June 23	TUE	5/8 Math STAAR Retest	<i>May 29</i>	July 14
June 24	WED	5/8 Reading STAAR Retest	<i>May 29</i>	July 14
June 25	THU	CHECK IN		



**Meeting Date:** August 20, 2020

**Submitted By:** Marco Garcia

**Title:** Assistant Superintendent of Human Resources

**Agenda Item:** Consider and take action regarding approving the Texas Principal Evaluation and Support System (T-PESS) Appraisal Calendar

## CONSENT ITEM

### **RECOMMENDATION:**

It is recommended that the Board approve the T-PESS appraisal Calendar for 2020-2021.

### **IMPACT/RATIONALE:**

Campus administrators are provided with a district calendar of important dates and guidelines of all components of the Texas Principal Evaluation and Support System (T-PESS).

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



T-PESS APPRAISAL CALENDAR  
2020-2021

	ACTIVITY	PERSONAL RESPONSIBLE	FORM	DUE DATE
August Beginning Of Year	<ul style="list-style-type: none"> <li>• Orientation for New Principals</li> </ul>	<ul style="list-style-type: none"> <li>• Dr. Ball or designee</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• September 25, 2020</li> </ul>
Goal Setting 2020/2021	<ul style="list-style-type: none"> <li>• Principal Self-Assessment and Beg. of Year Goal Setting</li> </ul>	<ul style="list-style-type: none"> <li>• Principal</li> </ul>	<ul style="list-style-type: none"> <li>• 2020/2021 Self-Assessment</li> <li>• 2020/2021 Goal Setting</li> </ul>	<ul style="list-style-type: none"> <li>• September 30, 2020</li> </ul>
Pre-Evaluation Conference	<ul style="list-style-type: none"> <li>• Pre-Evaluation Conference</li> </ul>	<ul style="list-style-type: none"> <li>• Dr. Ball or designee schedules conference</li> <li>• Principal prepares for conference</li> </ul>	<ul style="list-style-type: none"> <li>• None</li> </ul>	<ul style="list-style-type: none"> <li>• September 30, 2020</li> </ul>
Mid-Year Progress	<ul style="list-style-type: none"> <li>• Mid-Year Progress Monitoring</li> </ul>	<ul style="list-style-type: none"> <li>• Dr. Ball or designee meets with Principal</li> <li>• Principal prepares the progress form</li> </ul>	<ul style="list-style-type: none"> <li>• Mid-Year Progress Form</li> </ul>	<ul style="list-style-type: none"> <li>• December 17, 2020</li> </ul>
Performance Assessment	<ul style="list-style-type: none"> <li>• Performance Assessment submitted to appraiser</li> </ul>	<ul style="list-style-type: none"> <li>• Dr. Ball or designee meets with principal</li> <li>• Principal collects/prepares supporting artifacts/evidence</li> </ul>	<ul style="list-style-type: none"> <li>• End of Year Goal Attainment Form</li> </ul>	<ul style="list-style-type: none"> <li>• June 3, 2021</li> </ul>
Final Evaluation	<ul style="list-style-type: none"> <li>• Final Evaluation Meeting with Appraiser</li> </ul>	<ul style="list-style-type: none"> <li>• Dr. Ball or designee schedules meeting</li> <li>• Principal prepared to present completed performance assessment</li> </ul>	<ul style="list-style-type: none"> <li>• Summary Rating Form</li> </ul>	<ul style="list-style-type: none"> <li>• June 30, 2021</li> </ul>
Goal Setting 2021/2022	<ul style="list-style-type: none"> <li>• Prepare Goals for 2021/2022 in Draft</li> </ul>	<ul style="list-style-type: none"> <li>• Principal</li> </ul>	<ul style="list-style-type: none"> <li>• Draft in a word doc</li> </ul>	<ul style="list-style-type: none"> <li>• June 30, 2021</li> </ul>



**Meeting Date:** August 20, 2020

**Submitted By:** Cecilia Davis

**Title:** Assistant Superintendent of Curr. and Instr.

**Agenda Item:** Consider and take action regarding approving the Optional Flexible School Day Program (OFSDP) for Judson High School, Wagner High School, Veterans Memorial High School, Judson Learning Academy and Judson Early College Academy for the 2020-2021 School Year

## CONSENT ITEM

### **RECOMMENDATION:**

That the Board approve the Optional Flexible School Day Program (OFSDP) for the 2020-2021 School Year as presented.

### **IMPACT/RATIONALE:**

The Optional Flexible School Day Program is designed to increase graduation rates and prevent at-risk students from dropping out of high school. The OFSDP has been in effect at Judson ISD for the past 6 years and has produced positive outcomes. District administration seeks to continue the program for SY 2020-2021.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



## Memo

**TO:** Dr. Jeanette Ball, Superintendent  
**FROM:** Cecilia Davis, Assistant Superintendent of Curriculum & Instruction  
**DATE:** August 20, 2020  
**RE:** Optional Flexible School Day Program

The Optional Flexible School Day Program (OFSDP) is designed to increase graduation rates and prevent at-risk students from dropping out of high school. OFSDP has provided flexible hours of attendance for our students over the last 6 years. District administration seeks approval from our board to continue this program at all locations. Per new guidelines, a public hearing is no longer required to renew the program; however, both the Superintendent and Board President must sign an electronic form (attached).

Costs for OFSDP are covered by campus State Compensatory Education funds for Supplemental Pay. Judson HS and Wagner HS offer this support Monday – Thursday from 4:30 pm- 7:30 pm. Judson Learning Academy and JCARE offer the flexibility during the school day/week. Credit Recovery is still offered to all high school students in addition to OFSDP.

	JECA	JLA	JHS	WHS
<b>School Year Student Enrollment</b>	98	133	53	75
<b>Credit Earned</b>	601	538.5	380	114.5
<b>Graduates</b>	98	80	25	30
<b>Summer School Enrollment</b>	0	24	19	9

The attached application is attached for review purposes only. The official application requires electronic signatures on pages, 4, 6, 7. Once signatures are obtained, the document is sent to TEA as an open PDF file per new requirements.

# Texas Education Agency



## APPLICATION

### Optional Flexible School Day Program (OFSDP)

2020-2021 School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

## Definition of Program Provisions

### Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
  - the student is attending a school with an approved early college high school program designation; or
  - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
  - **the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or(e-2).**

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

### Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP. (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Article I - Parties to Agreement

### Provisions of Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Judson Independent School District

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(Legal Name of School District or Open-Enrollment Charter School)

located at

8012 Shin Oak Drive, Live Oak, Texas 78233

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(Physical Address)

hereinafter referred to as "district."

## Article II - Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.**

## Article III - Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

## Article IV - Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Article V - General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)
- Appendix Four, Contact Sheet
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)

## Article VI - Application Process

- For questions or assistance regarding this application, please email [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov) or call 512-463-9294.
- Applications should be submitted 30 days prior to the start of the program, please make sure the start date(s) on Appendix 5 is 30 days or more after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Please email the complete application and attachments to: [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov) .
- Email subject line should indicate: 2020-2021 OFSDP Application - District Name, County District Number

## Article VII - Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Jeanette Ball

X

\_\_\_\_\_  
Authorized Signature

Typed Title Superintendent

## Appendix One Assurances

**The definition of terms of the application applies to this Appendix One. Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.**

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
  - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
  - the student is attending a school with an approved early college high school program designation; or
  - the student is attending an academically unacceptable campus implementing a campus turnaround plan approved by the commissioner under TEC 39A Subchapter C; or
  - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

**and**

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student’s parent, or person standing in parental relation to the student, agree in writing to the student’s participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Renee A Paschall, President, (210) 945-1100

\_\_\_\_\_  
Name, Title, and Telephone Number of School Board President

~~X~~

\_\_\_\_\_  
Signature of School Board President

\_\_\_\_\_  
Date

Dr. Jeanette Ball, Superintendent, 210-945-1100

\_\_\_\_\_  
Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

~~X~~

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School

\_\_\_\_\_  
Date

## Appendix Two Board Approval

**The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item of agenda** concerning the proposed application.
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

**The pre-application for the OFSDP Program was on the agenda and discussed at the board meeting below:**

Month: August  
Day: 8  
Year: 2020  
Time: 6:00 pm  
Location: ERC, 8205 Palisades Drive, Live Oak, TX 78233

**AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

Renee Paschall, President, (210) 945-1100

Name, Title, and Telephone Number of School Board President

**X**

Signature of SchoolBoard President

Date

Dr. Jeanette Ball, Superintendent, 210-945-1100

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

**X**

Signature of Person Authorized to Bind the District or Charter School

Date

## Appendix Three

### Attendance and Compliance Procedures of Proposed Program

**The definition of terms of the application applies to this Appendix Three. Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.**

**Concisely provide the information below on separate 8 ½” x 11” sheets of paper:**

1. Please indicate the number of OFSDP students that will be served per teacher.
2. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
3. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. Please explain the following:
  - a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
  - b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
  - c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).
  - d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
  - e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

**NOTE: absences and days present do not exist in the OFSDP program**

4. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student’s progress.
  - c. Indicate how student will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.
  - e. Describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

## Appendix Four Contact Sheet

**The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement:**

**PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.**

### District Contact for the Application

Contact Name:	Dr. Jeanette Ball
District Superintendent or Charter School Chief Operations Officer:	Superintendent of Schools
Mailing Address:	8012 Shin Oak
City, State, Zip Code:	Live Oak, Texas 78233
Telephone Number:	(210) 945-5402
Alternate Telephone Number:	(210) 945-1100
Fax Number:	(210) 945-6900
Email Address:	jball@judsonisd.org

Contact Name:	Cecelia Davis
Email Address:	cdavis139@judsonisd.org

Contact Name:	Jodi Burton
Email Address:	jburton@judsonisd.org

Contact Name:	
Email Address:	

***NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.***

## Appendix Five

### Participating Campuses, Student Eligibility, and Period of Agreement

Click and download the link below to complete the template:

[2020-2021 Participating Campuses, Student Eligibility, and Period of Agreement Template.](#)

\*Note: Make sure to include the district number circled in red.

**Once Completed please email the application, Appendix three in MS Excel file format, and Appendix 5 to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov).**



**Meeting Date:** August 20, 2020

**Submitted By:** Dr. Milton Fields

**Title:** Deputy Superintendent of Admin and Operations

**Agenda Item:** Consider and take action regarding approving the Bexar County Juvenile Probation Center Memorandum of Understanding

## CONSENT ITEM

### **RECOMMENDATION:**

The Board approve the Bexar County Juvenile Probation Center Memorandum of Understanding for the 2020-2021 school year.

### **IMPACT/RATIONALE:**

The MOU establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP) pertaining to students that violate the Judson ISD Student Code of Conduct in relation to Discretionary and Mandatory Expulsion.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**



**2020-2021 MEMORANDUM OF UNDERSTANDING**

**BEXAR COUNTY JUVENILE BOARD  
AND  
INDEPENDENT SCHOOL DISTRICT**

**I. PARTIES**

This Memorandum of Understanding (MOU) is entered into by and between the Bexar County Juvenile Board (Juvenile Board), a political subdivision of the State of Texas, and the Independent School District (School District), a political subdivision of the State of Texas, agreeing to and executing this MOU. It establishes roles and responsibilities relating to the Bexar County Juvenile Justice Alternative Education Program (JJAEP). This MOU is required by the Texas Education Code (TEC), and is in compliance with the requirements set out in Grant P of the Texas Juvenile Justice Department funding contract with the Juvenile Board. All referenced attachments are incorporated into the MOU as if fully set forth herein.

**II. STUDENT ELIGIBILITY**

Students will be assigned to the Bexar County JJAEP at the Bexar County Juvenile Justice Academy (JJA) only as set forth by the provisions of this MOU.

- A. Factors Considered Prior to Expulsion. Pursuant to the TEC, the School District’s Student Code of Conduct must specify that consideration will be given, as a factor in each decision concerning placement in JJA, regardless of whether the expulsion is discretionary or mandatory, to:
  - 1. Self-defense;
  - 2. Intent or lack of intent at the time the student engaged in the conduct;
  - 3. A student’s disciplinary history;
  - 4. A disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct;
  - 5. A student’s status in the conservatorship of the Department of Family and Protective Services; or
  - 6. A student’s status as a student who is homeless.
  
- B. Discretionary Expulsions. Students may be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to be a discretionary expulsion or placement by the TEC.
  
- C. Mandatory Expulsion. Students shall be assigned to the JJA when they have been expelled from the School District for committing one of the offenses deemed to require a mandatory expulsion under the TEC.

- A. Prerequisites. For a student to remain designated as a Mandatory Expulsion, all of the following requirements must be met:
- a. Offense Report. The School District must have an offense report prepared by a law enforcement agency for the alleged incident upon which the expulsion is based.
  - b. Filing the Offense Report. The offense or investigative report must be filed by the School District with the JJA, the Juvenile Probation Department and the District Attorney's Office. Until the offense report is filed, the student will not be designated a Mandatory Expulsion, and the Juvenile Board may bill the School District for that student at the Discretionary Expulsion rate.
- B. Additional Information. If the law enforcement agency report or complaint does not describe conduct that rises to the level of a Mandatory Expulsion offense, the JJA Administrator may require the School District to provide additional information to support the designation of Mandatory Expulsion.
- C. Reclassification. In the event a student fails to qualify as a Mandatory Expulsion, that student will be classified as a Discretionary Expulsion, and the School District will be billed for the student at the Discretionary Expulsion rate from the date of enrollment. The JJA will advise the Bexar County Auditor's Office of the student's correct status so that the status is accurately reflected in the School District's bill.
- D. Waiver. If a student fails to meet Texas Juvenile Justice Department (TJJD) eligibility requirements for funding as a Mandatory Expulsion, the School District may request a waiver. A written waiver request must be directed to the JJA Administrator. The waiver request must:
- a. State the reason the student was expelled from the home campus;
  - b. State the reason the student does not meet the TJJD funding eligibility requirements;
  - c. Be filed with the JJA Administrator on the form set forth in **Attachment A**; and
  - d. Be filed within ten (10) business days of the date the School District is made aware of the ineligibility as a Mandatory Expulsion. The JJA Administrator may deny untimely waiver requests.
- E. Eligibility Determination. The JJA Administrator will forward the School District's written request to TJJD and advise the School District if the waiver request is granted or denied by TJJD. The Juvenile Board will bill the School District for that student at the Discretionary Expulsion rate until notified by TJJD that the student is deemed eligible to receive TJJD funding under the Mandatory Expulsion category.
- D. Court-ordered Placements. Students may be placed in the JJA by a Court when they have been adjudicated for delinquent conduct or conduct indicating a need for supervision. The School District will not be responsible for payment for these students unless they have been expelled by the School District; however, the School District is responsible for providing special education services, as articulated in the students' Individualized Education Programs (IEPs)/ Individualized Accommodation Plan (IAPs) and/or Behavior Intervention Plan (BIPs) when such services are not provided by the JJA.

- E. Registered Sex Offenders. Students who are publicly registered sex offenders and residents of Bexar County may be placed by the school district in the JJA as provided in the TEC and in accordance with the conditions set out in Section III.B.4 of this MOU. Only students who are Bexar County residents may be placed in the JJA under this provision.
- F. Maximum Capacity Rules. Based on student instructional capacity and safety and security issues, the Juvenile Board has set a maximum student enrollment of 250 students at the JJA (Maximum Capacity). If student enrollment reaches 200, the following rules will apply:
- A. JJA Administrator will notify the School District of current enrollment, allocation of spaces, and number of out-of-county students. The School District will be allocated a total number of non-Mandatory Expulsion spaces for Bexar County residents (to include all categories of Discretionary Expulsions and placements) commensurate with that district's percent of Bexar County's total student population in grades 5 – 12. These population figures will be extracted from the prior year's Public Education Information Management Systems (PEIMS) enrollment (snapshot) figures.
  - B. When the School District has reached its allocated number of spaces, it must withdraw a student in order to enroll a new student if the district would otherwise exceed the assigned number of discretionary spaces.
  - C. The School District may negotiate directly with other districts for unused spaces. The maximum enrollment may be re-defined from time to time as deemed appropriate by the JJA. Notification of these space arrangements between districts will be communicated in writing to the JJA Administrator prior to the assignment of the student. Cancellation or modification of these agreed spaces will be the responsibility of the participating school districts; however the maximum total space assignments cannot be exceeded.
- G. Maximum Capacity Procedure. Once Maximum Capacity is reached, the following procedures will apply:
- A. All students at the JJA who are out-of-county residents shall be returned to the sending school district.
  - B. The JJA Administrator will determine at the end of each month, based on projected withdrawals and enrollments, whether to continue the excess Maximum Capacity procedure.
- H. Out-of-County Students. This MOU applies only to students who are Bexar County residents, except as provided in this section. An expelled student who resides in a county other than Bexar, or who resides in Bexar County but attends a school in a district outside Bexar County, may attend the JJA only under the following conditions:
- A. Eligibility for placement at the JJA is subject to the Maximum Capacity procedures described above.
  - B. The School District shall pay the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C of this MOU, unless the student is a Mandatory Expulsion and eligible for TJJD funding.

- C. In order for a Mandatory Expulsion student to be eligible for TJJD funding,
  - a. The respective School District and the Juvenile Board for the county where the student resides must have signed this MOU, and a copy of the MOU must have been provided to TJJD; and
  - b. JJA must obtain written approval from TJJD for funding of the particular student, using the Out-of-County Form, TJJD-JJAEP-005.
- D. TJJD funding is only available for 90 actual attendance days for out-of-county students attending the JJA. After 90 days, the School District is responsible for payment at the applicable Discretionary Expulsion rate in accordance with section VII.B or VII.C.
- E. In order to manage JJA student population within the Maximum Capacity, JJA will prioritize admission to students who are Bexar County residents. No provision of this MOU creates an entitlement for any out-of-county student to attend JJA.
- F. This MOU complies with TJJD's JJAEP Grant guidelines regarding students from counties other than Bexar.
- I. Adult Students. A student who is 17 years or older (Adult Student) is not eligible for juvenile probation services unless the student was on juvenile probation at the time of enrollment. In the event an Adult Student does not meet the JJA program behavior expectations as determined by the JJA Administrator, the student shall be returned to the School District for disposition.

### **III. STUDENT PLACEMENT**

- A. Intake. Upon expulsion or decision on placement, the School District must contact the JJA for a time and date for an intake interview. The School District must also inform the JJA of the reason for expulsion or placement, term (i.e., number of days) and whether the student has been identified as requiring special education services and/or native language instruction. The time, date and place of the intake at the JJA shall be included in the notice of expulsion sent to the student as well as in the notice of expulsion form provided to the JJA Administrator and the Bexar County Juvenile Probation Department. If the student is a juvenile, the School District shall notify parents in writing that their child will be referred to the Bexar County Juvenile Probation Department and be assigned a probation officer.
- B. Term of Assignment to the JJA. The expulsion or placement order by the School District shall specify the number of days or term of the expulsion or placement. For the purpose of this MOU, 180 enrolled instructional days is a year (Year) and the following term rules shall apply:
  - 1. Mandatory Expulsions. A student's original term of expulsion for a mandatory offense may not exceed one calendar year. A student's total assignment to the JJA for a Mandatory Expulsion may not exceed a Year. An exception may be granted for the expulsion of a student who brings a firearm to school. A student expelled from the student's regular campus for a period of one calendar year in accordance with federal law may be assigned to the JJA for a calendar year.
  - 2. Discretionary Expulsions and Placements. In no event will a student be assigned to the JJA for more than one Year for a Discretionary Expulsion, or for a placement of student due to a

Title 5 felony offense, involvement in sexual assault, or registration as a sex offender. The one Year maximum term of assignment is cumulative, whether or not it is continuous and whether or not imposed by different school districts. For example, a student may be expelled to the JJA for a Title 5 felony offense for a maximum of one Year, regardless of which subsection of TEC may be employed for expulsion or, in the event of change in school districts, which school district initiates the expulsion. Also, the maximum cumulative term of placement at the JJA of a student who is a registered sex offender is one Year total, regardless of which school districts may have assigned the student to the JJA.

3. Title 5 Felony Offenses. A student who is assigned to the JJA due to a Title 5 felony offense shall be returned to the sending School District upon the first of these 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;
  - e. The student’s assignment to the JJA reaches 180 enrolled instructional days; or
  - f. The student graduates from high school.
  
4. Registered Sex Offenders. Initial placement of a registered sex offender to the JJA is to be for at least 90 enrolled instructional days (Semester) for an offender on probation, and may be up to one Semester for an offender not on probation. Placement must be reviewed at the end of the first Semester of placement. A registered sex offender placed at the JJA whose residence is outside Bexar County will be immediately returned to the sending district. If it is determined by the committee convened by the School District that a registered sex offender assigned to the JJA should remain in alternative placement, then when that student’s term at the JJA reaches one Year, that student will be returned to the School District.
  
5. Student Releases. The JJA staff may recommend expulsion term extensions for students who do not satisfactorily complete the JJA program. The final determination to extend a student’s expulsion term is that of the home School District. A student’s assignment to the JJA shall terminate at the earliest of one of the following dates:
  - a. Successful completion of the expulsion term;
  - b. One of the seven “Exit Reasons” described in Texas Juvenile Justice Department regulations:
    - 1) Completed program / returned to home school while on probation.
    - 2) Completed program/ term of probation expired.
    - 3) Completed program/ term of placement expired.
    - 4) GED completion.
    - 5) Graduated.
    - 6) Left program incomplete.
    - 7) Other – left program for non-delinquency reason such as moved, death, or medical reason.
  - c. For a student placed at the JJA for a Title 5 felony offense, any event described above in paragraph III.B.3; or
  - d. The student’s assignment to the JJA reaches 180 enrolled instructional days.

#### **IV. SPECIAL EDUCATION**

- A. Students with Disabilities. For students who commit an offense and have been identified by the School District as having a disability the following procedures apply:
1. The student may be expelled from the School District only after a duly constituted Admission, Review and Dismissal (ARD)/Section 504 Manifestation Determination Review (“MDR”) meeting. The requirement to have a MDR does not apply only if the student:
    - a. Has been identified by the School District as having a disability under Section 504;
    - b. Was referred the BCJJA for an offense that pertains to the use or possession of illegal drugs or alcohol; and
    - c. The student is currently engaging in the illegal use of drugs or in the use of alcohol.
  2. A student that is eligible for services from the district’s special education department or under Section 504 may be expelled only if the ARD/Section 504 committee determines that the alleged offense is not a direct and substantial manifestation of the student's disability or a failure to deliver the program of services and supports in accordance with applicable state and federal laws.
  3. School District must invite the administrator of the JJA or the administrator's designee to an ARD committee meeting convened to discuss the expulsion of a special education student. School District must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. A copy of the student's current IEP must be provided to the JJA representative with the notice.
  4. If the JJA Administrator or designee is unable to attend the ARD/Section 504 committee meeting, the JJA representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJA and implementation of the IEP/IAP and/or BIP in the JJA.
  5. Students with disabilities assigned to the JJA will be provided educational services as determined by the ARD/Section 504 committee, and articulated in the IEP/IAP and/or BIP, such that the student receives a free and appropriate public education as defined by federal and state laws, and as further provided herein. The IEP/IAP and/or BIP must delineate the projected date for the beginning of services, personnel who will provide direct and/or related services, the anticipated frequency, location and duration of services, and accommodations or modifications for the term of the student's tenure at the JJA.
  6. Ultimately, the School District is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP/IAP and/or BIP, are provided at the JJA continuously and without disruption. The Juvenile Board is not responsible for the provision of special education services. All related services articulated in students’ IEP/IAPs must be provided by the School District with the exception of counseling. Related services include speech therapy, occupational therapy, physical therapy, special transportation, in-home/parent training, and sign language interpreters. Counseling services available at the JJA are provided by Communities in Schools - San Antonio. The JJA will have special education services and personnel as a portion of the normal operation of

the JJA. The JJA will provide a copy of each special education student's schedule within five (5) school days of a School District's request.

7. If after a special education student is placed at the JJA the JJA Administrator provides written notice to the school district of specific concerns that the student's educational or behavioral needs cannot be met in the JJA, an ARD committee meeting must be convened to reconsider placement of the student in the JJA. School District must invite the JJA administrator or the administrator's designee to the meeting and must provide written notice of the meeting at least five (5) school days before the meeting or a shorter timeframe agreed to by the student's parents. If the JJA representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means, including conference telephone calls. The JJA representative may participate in the meeting to the extent that the meeting relates to the student's continued placement in the JJA.
- B. Students with Suspected Disabilities. If a student assigned to the JJA is suspected of having a disability under the Individuals with Disabilities Education and Improvement Act (IDEIA) criteria, the following procedures apply:
1. The School District's Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary.
  2. The JJA staff will assist with the completion of the necessary referral documents. Any student determined to qualify for services and protection under IDEIA or Section 504, shall be afforded all lawfully required services and protections by the School District to the extent that the JJA cannot provide the service and the School District is notified of the need to provide the service.
- C. English as a Second Language (ESL)/Bilingual Students. If a student has been identified as a second language learner, whether general or special education, the following procedures apply:
1. School District must obtain appropriate documentation from the Language Proficiency Assessment Committee (LPAC) relative to the following:
    - a. The student's dominant oral and written language;
    - b. The student's level of oral and written language proficiency; and
    - c. Type, level, frequency and duration of instruction and/or support services.
  2. The School District may provide, upon availability, training to JJA personnel to facilitate accommodations necessary for English Language Learners.
  3. The JJA will provide direct instruction by a certified Bilingual/ESL teacher.
- D. Change of Residence. Students receiving special education or Section 504 services prior to their expulsion and who change residence to another school district served by the JJA will continue to be the responsibility of the sending School District until the student has completed the JJA assignment and/or enrolled in the new School District.

- E. Accountability. Accountability for students placed at the JJA shall remain with the student's school district of residence. The eligibility folder will stay with the expelling School District and a working folder will be sent to the JJA prior to the intake appointment.
- F. Addressing Concerns. After placement of a student in the JJA, if the JJA has concerns that the student's educational or behavioral needs cannot be met in the JJA program, the JJA shall provide written notice of the specific concerns to the School District. The School District will conduct an ARD/Section 504 committee meeting to reconsider the placement of the student into the JJA and to avoid disruption of services and/or an improper placement. The School District is responsible for providing notice to the JJA and to the parent of the ARD/Section 504 committee meeting in compliance with federal and state law and advising them of the specified time and location of the ARD/Section 504 committee meeting. Whenever possible, the ARD/Section 504 committee meetings for students enrolled at the JJA should be held at the JJA site and scheduled at a time that enables the home campus representative to be present. If the home campus representative is unable to attend the ARD/Section 504 committee meeting in person, alternate means of communication shall be made available so that the home campus representative may participate in the meeting.
- G. Notices. The notices required in this Article IV must be provided in the native language of the parent or mode of communication used by the parent, in compliance with federal law. The term 'native language' when used with reference to an individual of limited English proficiency, means the language used by the individual, or in the case of the child, the language normally used by the parents of the child.

## **V. RECORDS**

- A. 24 Hours. The School District shall report any expulsion notice within 24 hours (not to include weekends or school holidays) after the expulsion hearing to:
  - 1. The JJA Administrator; and
  - 2. The Bexar County Juvenile Probation Department (or the respective juvenile probation department in which the student resides if other than Bexar County).
- B. Expulsion Notice and Order. The School District shall record the expulsion on the form set forth in **Attachment B**, marking the box for the specified offense, describing the offense with sufficient detail to properly assess that it is an expellable offense, and submitting the form to the JJA. The School District shall also provide the JJA with a copy of the Expulsion order.
- C. Referral. The School District must refer all Mandatory Expulsions to the District Attorney's Office and the Bexar County Juvenile Probation Department. In addition, the School District shall, on a timely basis, provide to the Juvenile Probation office or the Juvenile section of the District Attorney's office as appropriate, all other referral information required by the Texas Family Code. The School District shall provide the JJA the necessary verification of submission of referrals to all necessary agencies.
- D. Police Reports. In a Mandatory Expulsion, the School District must also provide JJA with a copy of the police report. The School District shall provide the Juvenile Board with the necessary verification of submission of the police report(s) to all necessary agencies.

- E. Title 5 Felony Offenses. In a Discretionary Expulsion of a student for a Title 5 felony offense under TEC, the School District must provide police reports, court orders, or juvenile probation department documents sufficient to establish eligibility for assignment to the JJA under that provision.
- F. Students Involved in Sexual Assault. In placing a student pursuant to the statute providing for transfer of students involved in sexual assault, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- G. Registered Sex Offenders. In placing a student identified as a registered sex offender under TEC Chapter 37 Subchapter I, the School District must provide documents sufficient to establish eligibility for assignment to the JJA under that provision.
- H. Student Records. The School District must forward copies of the following records to the JJA for each student:
  - 1. Special education records, to include:
    - a. The most recent ARD/IEP/IAP/BIP manifestation determination review;
    - b. The most recent comprehensive individual assessment that documents eligibility for special education services and the list of modifications and/or complementary aids conducive to advancement towards annual and short-term goals and objectives; and
    - c. Recommendations for the current year's assessment.
  - 2. State standardized test information;
  - 3. The student's academic achievement records (e.g. report card);
  - 4. The student's immunization records; and
  - 5. Information regarding the student's National School Lunch Program status.
- I. Time Due. A student's records must be provided to the JJA by the School District on or before the date of the intake interview.
- J. Enrollment Notification. A student's enrollment record form/notification to include the student's date of enrollment at JJA must be sent to the home School District by JJA within 24 hours (not to include weekends or school holidays) of the student's enrollment date.
- K. Change of Residence. JJA will inform both School Districts, as appropriate, of a student's change of residency based on a review of appropriate proof of residency documents, and will provide the new School District with said proof of residency documents within 48 hours (not to include weekends or school holidays) of informing of change of residence. The student shall continue to be enrolled with the expelling School District if either the expelling or new School District wishes to continue the term of expulsion. Each School District and JJA will continue to be responsible for compliance with the current provisions of this MOU.

- L. Grades. The JJA will submit to the School District the grades for all students' academic work and/or completion of courses while enrolled at the JJA. The School District will make the final determination as to a student's promotion or retention, award of credits, and graduation.

## **VI. ADMINISTRATION OF STATE-MANDATED ASSESSMENTS**

- A. Responsibilities. All state-required standardized tests will be administered to students enrolled at the JJA. The following responsibilities are assigned for administration of the tests:
1. Test Coordinator. JJA will have a trained and sworn Testing Coordinator who will serve as the point of contact with the School Districts for the administration of state-required standardized tests to students enrolled at the JJA. Each year, the JJA will provide all School Districts with the Testing Coordinator's name and contact information.
  2. List of Students. JJA staff will provide the School District with a list of all students from that district enrolled at the JJA at least ten (10) school days prior to the date of administration of state-required standardized tests.
  3. Student Testing Materials. The School District is responsible for securing, coding and delivering all testing materials to the JJA Administrator or designee a minimum of three (3) school days before the day of standardized test administration. The School District may also provide additional student testing materials to cover students that enroll after the list of students was provided to the School District. The School District will provide to the JJA access, limited to students enrolled at the JJA, to administer, as necessary, online testing.
  4. Accommodations. The School District will assist the JJA staff to ensure implementation of accommodations articulated in the IEP/IAPs and/or BIPs for standardized testing, as appropriate, for students receiving special education services and speakers of languages other than English. If the accommodations exceed what the JJA can reasonably implement, the School District remains responsible for ensuring that the student has access to the necessary accommodations by whatever means the School District deems most appropriate.
  5. Retrieving Completed Testing Materials. The JJA is responsible for making necessary arrangements to retrieve all completed student testing materials attributed to the School District's students enrolled at the JJA.
  6. Obtaining and Submitting Testing Materials. The School District is responsible for obtaining the completed student testing materials from the JJA, and is also responsible for submitting all completed student testing materials to the appropriate TEA contracted agent.
  7. Student Success Initiatives. The JJA will assist School District in meeting student success initiatives mandated by state law. This assistance does not include the hiring of additional staff.

## **VII. FUNDING AND BILLING**

- A. Mandatory Expulsions. Funding for Mandatory Expulsions will be provided by the Texas Juvenile Justice Department for those students who meet the prescribed TJJD eligibility requirements. School District will pay for a student at the Discretionary Expulsion rate listed in Section VII.B. herein until the offense report is filed with the JJA, the Bexar County Juvenile Probation Department and the appropriate District Attorney's Office.
- B. Discretionary Expulsions. For students who are Discretionary Expulsions pursuant to TEC, the School District shall pay the rate of \$135.85 per student per day of attendance at the JJA. A student is considered to be in "attendance at the JJA" for the purposes of this Agreement if they are receiving tele-education services. This rate may be modified by the Juvenile Board during the term of this MOU.
- C. Title 5 Felony Discretionary Expulsions. For students who are Title 5 felony Discretionary Expulsions pursuant to TEC, School District shall pay in the same manner as for other Discretionary Expulsions, except that the rate for this category of expulsion is based on the actual operational cost as determined by the Juvenile Board based upon its most recent annual audit, and will not exceed the rate set out in paragraph VII.B above.
- D. Registered Sex Offenders. For students who are placed at the JJA as registered sex offenders under TEC Chapter 37, School District shall pay at the same rate as for Discretionary Expulsions, which is \$135.85 per student per day of attendance.
- E. Disallowed Mandatory Expulsions. For a student who was expelled for a Mandatory Expulsion offense but who, because of the terms of the TJJD funding contract and as outlined in this MOU, was disallowed Mandatory Expulsion status, the School District shall pay the Discretionary Expulsion rate of \$135.85 per student per day of attendance from the date of enrollment.
- F. Continuing Responsibility. In the event a student changes residence to another school district served by JJA after being expelled, and prior to completing the expulsion term, the student shall remain the financial responsibility of the expelling School District for the JJA daily attendance rate.
- G. Date of Invoice. The Juvenile Probation Fiscal Office will issue an invoice within thirty (30) business days after the end of each month. The invoice will provide the name of each student and the number of days the student attended.
- H. Payment. The School District shall make payment to the Juvenile Board through the Bexar County Auditor. Payment for the full amount hereunder shall be made payable to Bexar County and payment made at the Bexar County Auditor's Office at 101 W. Nueva, Suite 800, San Antonio, TX 78205-3445 within thirty (30) days after the invoice is received by the member School District. The Juvenile Probation Fiscal Office shall send the invoice to the address listed on the signature page of this MOU.

### **VIII. TRANSPORTATION**

- A. School District's Responsibility. Transportation of students to and from the JJA shall be the sole responsibility of the School District. The School District is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA. The School District shall provide all necessary security at the student pick up/drop off location(s).
- B. Change of Residence. In the event a student expelled by a School District changes residence to another school district served by JJA after being expelled and prior to completing the expulsion term, the new school district is responsible for either transporting the students or informing parents of their responsibility to transport their children to and from the JJA.

### **IX. TRANSITION**

- A. Transition File. Approaching completion of his/her term at the JJA, JJA staff will send the School District a transition file that includes:
  - 1. The student's grades converted to numeric scores; when requested by the School District, course completions will be reported;
  - 2. A behavior summary, recommendations and comments that suggest placement options that the JJA staff deems appropriate for the student returning to his/her home campus;
  - 3. Attendance information; and
  - 4. Other recommendations and comments.

### **X. ADVISORY BOARD**

- A. Authority. The Juvenile Board has authorized an Advisory Board to provide a forum for representatives of the Juvenile Board, the school districts and the organizations supporting the JJA to meet and discuss issues related to the operation of the JJA.
- B. Procedure. Each School District shall designate a representative to serve on the Advisory Board. The Advisory Board shall include representatives of at least five (5) school districts, as elected by representatives of the school districts, at a meeting called by the Administrator for the Juvenile Board. The School District hereby agrees to participate in the election of said Advisory Board and, if elected to serve, will do so.

### **XI. PARTIAL INVALIDITY**

If any provision, section, subsection, paragraph, sentence, clause or phrase of this MOU, or the application of same to any person or set of circumstances, is for any reason held by a court of competent jurisdiction to be invalid, void, or unenforceable, or rendered as such by a change to applicable state and/or federal law, the remaining provisions shall continue in full force and effect.

**XII. TERM**

This Agreement supersedes all prior MOU agreements between these parties and shall be in effect from August 1, 2020 through, and including, July 31, 2021. This Agreement shall renew automatically each year on August 1<sup>st</sup>, unless notice of a party's intent not to renew is sent to the other party prior to July 1<sup>st</sup> of that year.

The Bexar County Juvenile Board and the School District may modify this Agreement under terms as specified in a written addendum to be signed by both parties. In response to COVID-19, JJA may issue an Addendum modifying the provisions set forth in this MOU. JJA will provide School District with a copy of the addendum. The terms and conditions of the updated Addendum will supersede the provisions of any previous Addendum.

**XIII. INTEGRATION**

This MOU, together with the instruments heretofore incorporated by reference and the attachments hereto, contains the entire agreement between the parties with respect to the subject matter hereof. No other agreement, statement, or promise made by or to any employee, officer, official, or agent of any party that is not contained herein shall be of any force or effect. Any modifications to the terms hereof must be in writing and signed by the parties.

**AGREED AND FULLY EXECUTED ON THE LATEST DATE RECORDED BELOW.**

**INDEPENDENT SCHOOL DISTRICT**

School District: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

*The Juvenile Probation Fiscal Office shall send invoices to the following address:*

Name: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

*If required by School District:*

\_\_\_\_\_ **COUNTY JUVENILE BOARD**

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Juvenile Board Chair

**BEXAR COUNTY JUVENILE BOARD**

By: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

JUDGE LISA K. JARRETT  
Juvenile Board Chair

**ATTACHMENT A**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 STUDENT FUNDING WAIVER REQUEST**

**Police Report Requirement**

The Texas Juvenile Justice Department (TJJD) reserves the right to provide funding for students remanded to juvenile justice alternative education programs who do not meet the basic requirements found in TJJD’s State Financial Assistance Contract. This form serves as your request of waiver to the police report requirement and should be faxed to the JJA Administrator at (210) 335-8549. Your request will be forwarded to TJJD and you will be notified of TJJD’s response once it is received by the JJA Administrator’s office.

<b>SCHOOL DISTRICT:</b>	<b>SCHOOL OFFICIAL:</b>	
<b>PHONE:</b>	<b>FAX:</b>	<b>DATE:</b>
<b>STUDENT:</b>	<b>DOB:</b>	
<b>Describe offense in some detail:</b>		
<b>Reason for request of waiver:</b>		

**FOR TJJD STAFF ONLY**

The request for waiver received in this office on _____ is ____ Granted ____ Denied.		
If denied, please specify reason: _____		
_____ Signature	_____ Position	_____ Date

**ATTACHMENT B**



**BEXAR COUNTY JUVENILE JUSTICE ACADEMY  
 REFERRAL OF CHILD AFTER EXPULSION**

To: Juan Vega, JJAEP Clerk 1402 N. Hackberry San Antonio, TX 78208	Phone: 210-335-8524 Fax: 210-335-8549 E-mail: jvega@bexar.org
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Pursuant to Texas Family Code §52.041 and Texas Education Code (TEC) §37.010, the following report is being made to the Juvenile Court regarding the expulsion of the student named below.

**School District:** \_\_\_\_\_ **School Official/Hearing Officer:** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_ **Date of Hearing:** \_\_\_\_\_

<b>Student:</b>	<b>Age:</b>	<b>Grade:</b>	<b>DOB:</b>	<b>SNN:</b>
<b>Special Programs:</b>	<b>Yes _ No_ Specify:</b>		<b>TSDS#</b>	
<b>Campus Address:</b>				
<b>Parent's Name:</b>				
<b>Parent's Address:</b>				
<b>County of residence (if other than Bexar):</b>				
<b>Telephone #s</b>	<b>Work: (210 )</b>	<b>Home: (210)</b>	<b>Cell: (210)</b>	
<b>Date Expelled:</b>	<b>Number of Instructional Days Expelled:</b>		<b>Proposed Return Date:</b>	
<b>Describe offense in some detail:</b>				
<b>Parent is aware and understands that child may be assigned a probation officer (PO) by the probation department: Yes _ No _ If not, why not?</b>				
<b>National School Lunch Program:    Free    Reduced    None    (Circle appropriate Program)</b>				
<b>Date Intake requested:</b>	<b>Intake Scheduled on</b>		<b>at</b>	<b>AM/PM</b>

Please check offense for which student is being referred:

**2019/20 and 2020/21 School Years**

✓	Offense Code	Offense Description	Offense Type
	37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02 (a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
	37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students under the age of 18.)	Mandatory
	37.007A12C	Unlawful Weapon: Club [PC 46.02 (a)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(2)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05 (a)(4)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
	37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007(a)(1)]*	Mandatory
	37.007A2A1	Aggravated Assault	Mandatory
	37.007A2A2	Aggravated Sex Assault	Mandatory
	37.007A2A3	Sex Assault	Mandatory
	37.007A2B	Arson	Mandatory
	37.007A2C1	Murder	Mandatory
	37.007A2C2	Capital Murder	Mandatory
	37.007A2C3	Attempted Murder	Mandatory
	37.007A2D	Indecency With A Child	Mandatory
	37.007A2E	Aggravated Kidnapping	Mandatory
	37.007A2F	Aggravated Robbery	Mandatory
	37.007A2G	Manslaughter	Mandatory
	37.007A2H	Criminally Negligent Homicide	Mandatory
	37.007A2I	Continuous Sex Abuse Of A Young Child Or Children(PC 21.02)	Mandatory
	37.007A3	Felony Drug	Mandatory
	37.007B1D	False Alarm	Discretionary
	37.007B1E	Terroristic Threat	Discretionary
	37.007B2A1	Misdemeanor Marijuana	Discretionary
	37.007B2A1B	Misdemeanor Controlled Substance	Discretionary
	37.007B2A2	Misdemeanor Dangerous Drug	Discretionary
	37.007B2A3	Misdemeanor Alcohol	Discretionary
	37.007B2B	Glue Or Aerosol Paint	Discretionary
	37.007B2CA	Assault On A Teacher	Discretionary
	37.007B2CB	Assault On An Employee	Discretionary
	37.007B2D	Deadly Conduct	Discretionary
	37.007B3A	Non-School Student On Student [EC 37.007 (a)(2)(A)]	Discretionary
	37.007B3B	Non-School Student On Student [EC 37.007 (a)(2)(C)]	Discretionary

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Bexar County Juvenile Justice Alternative Education Program  
August 1, 2020– July 31, 2021

37.007B3C	Non-School Student On Student [EC 37.007 (a)(2)(F)]	Discretionary
37.007B4	'On or Within 300 Ft' Rule- Mandatory Offense [EC 37.007(b)]	Discretionary
37.007B5	Breach Of Computer / Computer Hacking	Discretionary
37.007C	Serious Misbehavior	Discretionary
37.007D	Retaliation	Mandatory
37.007D(D)	Retaliation	Discretionary
37.007E	Federal Firearm	Mandatory
37.007F	Felony Criminal Mischief	Discretionary
37.309	Registered Sex Offender	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081A	Title 5 Felony Criminal Homicide (EC 37.0081)	Discretionary
37.0081B	Title 5 Felony Murder (EC 37.0081)	Discretionary
37.0081C	Title 5 Felony Capital Murder (EC 37.0081)	Discretionary
37.0081D	Title 5 Felony Manslaughter (EC 37.0081)	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide (EC 37.0081)	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint (EC 37.0081)	Discretionary
37.0081G	Title 5 Felony Kidnapping (EC 37.0081)	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping (EC 37.0081)	Discretionary
37.0081I	Title 5 Felony Unlawful Transport (EC 37.0081)	Discretionary
37.0081J	Title 5 Felony Trafficking Of Persons (EC 37.0081)	Discretionary
37.0081K	Title 5 Felony Indecency With A Child (EC 37.008)	Discretionary
37.0081L	Title 5 Felony Improper Photography Or Visual Recording (EC 37.0081)	Discretionary
37.0081M	Title 5 Felony Assault (EC 37.0081)	Discretionary
37.0081N	Title 5 Felony Sexual Assault (EC 37.0081)	Discretionary
37.0081O	Title 5 Felony Coercing, Soliciting, Or Inducing Gang Membership (EC 37.0081)	Discretionary
37.0081P	Title 5 Felony Aggravated Assault (EC 37.0081)	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault (EC 37.0081)	Discretionary
37.0081R	Title 5 Felony Injury To A Child, Elderly Individual, Or Disabled Individual(EC 37.0081)	Discretionary
37.0081S	Title 5 Felony Abandoning Or Endangering Child (EC 37.0081)	Discretionary
37.0081T	Title 5 Felony Deadly Conduct (EC 37.0081)	Discretionary
37.0081U	Title 5 Felony Terrorist Threat (EC 37.0081)	Discretionary
37.0081V	Title 5 Felony Aiding Suicide (EC 37.0081)	Discretionary
37.0081W	Title 5 Felony Tampering With Consumer Product (EC 37.0081)	Discretionary
37.0081X	Title 5 Felony Harassment By Persons In Certain Correctional Facilities; Harassment Of Public Servant (EC 37.0081)	Discretionary
37.0081Y	Title 5 Felony Aggravated Robbery (EC 37.0081)	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending ISD*	Discretionary
PC46.03	Places Weapons Prohibited: Location-Restricted Knife (PC 46.03) (Students at least 18 years of age, or for students of any age, if the offense occurs at a restricted location.)*	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior*	Discretionary



**Meeting Date:** August 20, 2020

**Submitted By:** Bill Atkins  
**Title:** Chief Financial Officer

**Agenda Item:** Consider and take action regarding approving a resolution regarding District Operations during the COVID-19 event

## CONSENT ITEM

### **RECOMMENDATION:**

That the Board of Trustees approve the attached resolution regarding District Operations during the COVID-19 event.

### **IMPACT/RATIONALE:**

Approval of the attached resolution declares that the Public Health Emergency continues to impact Judson ISD and in order for the District to respond quickly to the changing guidance and needs of the students, staff and community that the Superintendent would have the following authority to act in the best interest of the District with consultation of the Board:

Develop and implement attendance accounting procedures to meet state requirements.

Restructure and reassign faculty and staff as necessary.

Adjust operations of school facilities as-needed to facilitate school business and instructional continuity.

Make emergency purchases that are reasonable and necessary to respond to COVID-19 issues.

Apply for missed instructional day and/or low attendance waivers throughout the 2020-21 school year.

Make compensation decisions necessary to respond the COVID-19 issues.

Execute and file the COVID-19 Missed School Day Waiver Attestation and the Off-Campus Programs Approved for Purposes of ADA Attestation

Develop and implement education continuity plans.

Make adjustments to the 2020-21 school calendar as may be needed to insure instructional needs are met.

Implement and enforce the Student Code of Conduct.

Submit/apply for other waivers that may need immediate action.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

# Resolution

## Judson Independent School District Board of Trustees

### **EMERGENCY DECLARATION AND ACTIONS RELATED TO COVID-19**

**WHEREAS**, the Board of Trustees of the Judson Independent School District is authorized by Texas Education Code Section 45.105 to expend District funds necessary for the conduct and maintenance of the public schools as determined by the Board; and

**WHEREAS**, the Board has a substantial public and education interest in protecting the health and safety of its students, staff, their families and community;

**WHEREAS**, the District's community, including its school personnel, students and their families, have been and are likely to continue to be substantially impacted by the COVID-19 virus for the duration of the summer and 2020-21 school year;

**WHEREAS**, the Board and Administration are following advice and directives from federal, state and local authorities in responding to the continuing COVID-19 virus pandemic and emergency;

**WHEREAS**, through circumstances completely beyond their control, certain categories of District employees may be forced to miss work-days due to the closure of school facilities and operations;

**WHEREAS**, there is a public purpose served and a benefit to continue to pay salaries, wages and health benefits during District and/or campus-wide closures, budget permitting, to demonstrate support of its employees, enhance morale and support retention of employees so they can resume work with minimal impact on students once school reopens/work resumes, to include the provision of distance-learning and continued meal provision for students;

**WHEREAS**, the Texas Education Agency has authorized school districts to continue to receive funding provided that schools provide in-person instruction at campuses five days a week, with the option to offer distance learning, virtual education and other continuity of instruction option for students and parents who choose distance learning, and maintain appropriate records of these efforts including on-site, distance, synchronous and asynchronous education options for the 2020-21 school year;

**WHEREAS**, it is the desire of the Board that the Superintendent and his administration be prepared to act swiftly and decisively in response to anticipated increases in reported infections, government guidance and edicts and to take other appropriate and immediate actions to protect the health, safety and welfare of the students, staff and community of the Judson Independent School District, without the possible delay of needing to wait a Board meeting, while at the same time directing the Superintendent to keep the Board informed of necessary actions.

**NOW, THEREFORE, BE IT RESOLVED** that we, the Board of Trustees, at a lawfully called meeting held under the Texas Open Meeting Act, formally declares that:

:

1. **Declaration of Public Health Emergency.** COVID-19 continues to be a public health emergency and continues to impact Judson ISD students, families, staff and community.

2. **Need for Immediate Action.** Immediate action is and/or may be necessary to continue to minimize the COVID-19 impact to students, staff, families and the community while still providing a quality education to Judson ISD students. Therefore, the Superintendent shall hereby have the authority to institute individual campus or District-wide closures as may be necessary in response to the COVID-19 pandemic. The Superintendent shall also comply with any orders regarding school closures or operations issued by the Governor of Texas or local authorities, in accordance with state law.
  - a. As authorized by TEA, the administration shall provide for instructional continuity for its students including options for in-person and distance learning, to include synchronous and asynchronous learning, and follow TEA Guidance for same, including appropriate attestations and record keeping. Further, the Board directs and authorizes the Superintendent or designee to develop and implement attendance accounting procedures to meet state requirements and guidelines for the authorized instructional options.
  - b. The Superintendent may restructure and reassign/redeploy faculty and staff as necessary to accomplish this purpose and continue services to students, including the provision of food services to students in non-traditional manners but to do so in compliance with guidelines and requirements promulgated by the U.S. Department of Agriculture, Texas Department of Agriculture and in compliance with CDC, State and Local social distancing orders and guidance.
  - c. The Superintendent may adjust the operation of school facilities as-needed to facilitate school business and instructional continuity for students and following local and state guidelines.
3. **Procurement Waiver:** The delays posed by the District's purchasing policy and regulatory procurement process and the need to likely procure services and support to respond to COVID-19 to ensure the safety of all students and staff and to maintain and safeguard property and equipment will prevent or substantially impair student safety and or other essential school activities; therefore, the Board is suspending its normal purchasing policies and authorizing the Superintendent or designee to make emergency procurements reasonably necessary to respond to COVID-19 issues. This action is in accordance with Education Code 44.031(h) and other applicable law and policy. However, to the degree necessary to comply with the federal procurement standards established under the Code of Federal Regulations, Title 2, Part 200, Subpart D, the Superintendent or designee must nevertheless first determine that the present emergency circumstances warrant an exception to competitive procurement requirements and, if such a determination is made, adequately document the justification for using noncompetitive procurements. In utilizing the procurement by noncompetitive proposals method, the Superintendent or designee must still comply with other procurement requirements, ensure that costs are reasonable and ensure that the work performed under the noncompetitively procured contracts is specifically related to the present emergency circumstances.
4. **Waiver for Instructional Days:** The Superintendent is authorized to apply for missed instructional day waivers and/or low attendance day waivers throughout the 2020-21 school year, as may be necessary and approved by the Texas Education Agency.
5. **Pay During Closures:** The Board determines that the school may continue pay salaries and benefits, subject to any requirements or guidance from the State, to employees who are impacted by a federal, state or local health agency ordered District-wide closure of the employee's assigned campus or duty-station. The Board finds that a public purpose and benefit to the District and its students exists to compensate employees for workdays missed

due to the closure of their assigned campus or department as a result of COVID-19, and that this is necessary in the conduct of the public schools pursuant to Education Code § 45.105(c). The Board authorizes the Superintendent or designee to make compensation decisions and adjustments to impacted employees as deemed appropriate to fulfill the purposes of this Resolution. It is the Board’s intent that employees are redeployed and reassigned to conduct work supporting this emergency, as the Superintendent determines, and that compensation is for that work performed; however, if a complete closure and work-stoppage is ordered that this paragraph is also in effect.

6. **TEA Attestations:** The Superintendent and Board President are authorized to execute and file the 2019-2020 COVID-19 Missed School Day Waiver Attestation Statement. Further, the Superintendent and Board President are authorized to execute and file the Attestation of Off-Campus Programs Approved for Purposes of Average Daily Attendance (TEC §48.007) with TEA.
7. **Instructional Continuity:** In addition to or in lieu of closure, the Superintendent is authorized to develop and implement education continuity plans following state guidelines to allow students to be educated through low-tech, workbooks/worksheets/packets, online learning, tele- and video-learning, and other virtual or distance learning/low-tech programs including synchronous and asynchronous instructional options and traditional on-site options. The Superintendent is authorized and fully supported by the Board in reassigning staff to aid in development and implementation of education continuity plans to benefit and serve students. The Superintendent is authorized to make procurements necessary to fulfill the purposes of this resolution and to meet the needs and best interest of students. The Superintendent shall inform the Board and/or TEA of these plans as directed by TEA. The Superintendent shall develop and implement procedures for attendance accounting and record keeping and report the information to TEA as required and shall ensure appropriate attendance records are taken and maintained to meet TEA requirements.
8. **School Calendars.** The Superintendent is authorized to make adjustments to the 2020-21 school calendar as may be needed to ensure instructional needs are met, and continuity maintained, due to COVID-19. This includes calendar adjustments to ensure students meet state requirements for instructional minutes through the 2020-21 school year. The Superintendent shall notify the Board of any such adjustments.
9. **Student Code of Conduct.** The Superintendent or designee is authorized to implement and enforce the Student Code of Conduct for students participating in distance learning to the fullest extent practicable.
10. In the event other waivers or immediate action is needed, the Superintendent is authorized, with notification to the Board, to take other action and to submit/apply for other waivers in accordance with guidance and instructions from the State of Texas.

Adopted this \_\_\_\_ day of August, 2020 by a \_\_\_\_\_ vote of the JISD the Board of Trustees.

\_\_\_\_\_  
President, Board of Trustees

\_\_\_\_\_  
Secretary, Board of Trustees



**Meeting Date:** August 20, 2020

**Submitted By:** Rebecca Robinson

**Title:** Deputy Superintendent of Teaching and Learning

**Agenda Item:** Consider and take action regarding approving College Boards College Readiness and Success Contract

## CONSENT ITEM

### **RECOMMENDATION:**

The Board approve the College Board's College Readiness and Success Contract.

### **IMPACT/RATIONALE:**

The College Board's College Readiness and Success Contract provides for PSAT 8/9 for 8th grade, PSAT/NMSQT testing for all 10th and 11th grade students and SAT testing for all 11th grade students at Judson Early College Academy, Judson High School, Veterans Memorial High School, Karen Wagner High School and Judson Learning Academy. The total cost of the contract is \$126,617.00.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00027609**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **September 01, 2020** ("Effective Date"), by and between Judson Independent School District ("Client") and the College Board (the "College Board").

**WHEREAS**, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services & Deliverables.** The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall be for a term beginning as of September 01, 2020 and, unless sooner terminated as provided herein, will expire on June 30, 2021 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

**2.2.3 Availability of Deliverables.** In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Deliverables furnished during the 2020-2021 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

**5.0 Representations and Warranties.**

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** To the extent permitted by law and notwithstanding any other provision of this Agreement, Client agrees to indemnify, hold harmless, and defend the College Board from and against any and all liabilities, demands, claims, fines, penalties, damages, forfeitures, and suits, together with reasonable attorneys' and witnesses' fees and other costs and expenses of defense and settlement, which the College Board may incur, become responsible for or pay out as a result of death or bodily injury or threat thereof to any person, destruction of or damage to any property, any violation of local state or federal laws, regulations, or orders, or any other damages claimed by third parties (collectively, "Damages") provided, however, that Client shall not be obligated to indemnify the College Board to the extent such Damages are caused directly by the gross negligence or willful misconduct of the College Board.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

**9.0 Miscellaneous.**

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a "Force Majeure Event"); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board's obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a "read-receipt" which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**

K-12 Contract Management

The College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000

Contractsmanagement@collegeboard.org

**With a copy to**

Legal Department

The College Board  
250 Vesey Street  
New York, NY 10281  
Tel: (212) 713-8000

Legalnotice@collegeboard.org

**To Client:**

Jeanette Ball  
Superintendent of Schools  
Judson Independent School District  
8012 Shin Oak Drive  
Live Oak, TX 78233  
Tel: (210) 945-5402  
Email: jball@judsonisd.org

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a "subrecipient" receiving a federal award as defined by OMB Circular Subpart A.210I of Circular No. A-133. The College Board shall be defined as a "vendor" that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for Deliverables received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party’s exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

**JUDSON INDEPENDENT SCHOOL DISTRICT**

**COLLEGE BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**PSAT/NMSQT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized PSAT/NMSQT<sup>®1</sup> test to students. College Board’s Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students’ readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT<sup>®</sup> assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule (\*Participating Grade\*). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students’ earlier entry on the road to college.

**II. SCOPE**

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the schools designated by Client in Section IV (List of Participating Schools):

**1. Materials for Students:**

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

**2. Materials for Schools:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential™, delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide (one copy sent to each school).
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

**3. Reports for District:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

**4. Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

**5. Required Information.** Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client’s contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools cannot be made after **September 11, 2020**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

<sup>1</sup> PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.

In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

### III. PSAT/NMSQT TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks<sup>2</sup>, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

**2. PSAT/NMSQT Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

**3. PSAT/NMSQT Assessment Administration.** The exam shall be administered on **October 14, 2020**. The alternate exam administration is on **October 28, 2020**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

- a. Client Testing Delays.** Participating Schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require Participating Schools to close for reasons beyond the reasonable control of such Participating Schools (for example, including, but not limited to, severe weather, extended power outages or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and Participating Schools to shift testing to the alternate Wednesday administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the Participating Schools for the alternate Wednesday administration, or should a PN Delay Event otherwise prevent the Participating Schools from administering the PSAT/NMSQT on the alternate Wednesday administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by a PN Delay Event up to one week prior to the alternate Wednesday administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the alternate Wednesday administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the alternate Wednesday administration. No additional administration of the PSAT/NMSQT will be made available after the alternate Wednesday administration. Client understands that by selecting the 2<sup>nd</sup> Wednesday as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE
Judson Early College Academy	444209
Judson High School	441472
Karen Wagner High School	446277
Veterans Memorial High School	440027

<sup>2</sup> PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.

**V. FEE CALCULATION**

**1. Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>3</sup> to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

<b>National School Lunch Program (NSLP) Percentage</b>	<b><u>Suite Pricing:</u> PSAT/NMSQT with PSAT 8/9 and SAT School Day</b>	<b><u>Multi-Assessment Pricing:</u> • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT</b>
≥ 0% and <50%	\$13.00	\$14.00
≥ 50% and < 75%	\$12.00	\$13.50
≥ 75%	\$11.00	\$13.00

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 30, 2020**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$17.00 per student.

**3. Restrictions.** No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

**4. Unused Tests.** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

<sup>3</sup> College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.  
Form Approved By College Board Legal January 2020

**PSAT 8/9 ASSESSMENT  
EARLY PARTICIPATION PROGRAM  
FIXED FEE SCHEDULE**

**I. BACKGROUND**

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9® exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

**II. SCOPE**

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

**1. Materials for Students:**

- a. PSAT 8/9 test materials (test booklets).
- b. Student Paper Score Report (one copy sent to Participating School).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. If Client is administering digital testing ('Digital Testing'), students will receive online access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

**2. Materials for Schools:**

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential™ for students in 9<sup>th</sup> grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide (one copy sent to each school).
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

**3. Reports for District:**

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

**4. Required Information.** Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code at **least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

### III. PSAT 8/9 TERMS AND CONDITIONS

**1. Ownership of Intellectual Property.** Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

**2. PSAT 8/9 Student Reports.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

**3. PSAT 8/9 Test.** College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

**4. PSAT 8/9 Assessment Administration.** If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2020 and March 2021, and its second testing date in April 2021. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

**5. Digital Testing Requirements** (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
  - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
  - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
  - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.

- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

#### IV. LIST OF PARTICIPATING SCHOOLS

DISTRICT NAME	SCHOOL NAME	SCHOOL CODE	PARTICIPATING GRADE(S)	TESTING PERIOD(S)
Judson independent School District	Henry Metzger Middle School	449965	8	Sep 21, 2020 – Jan 29, 2021
Judson independent School District	Judson Middle School	449943	8	Sep 21, 2020 – Jan 29, 2021
Judson independent School District	Kirby Middle School	449952	8	Sep 21, 2020 – Jan 29, 2021
Judson independent School District	Kitty Hawk Middle School	449951	8	Sep 21, 2020 – Jan 29, 2021
Judson independent School District	Woodlake Hills Middle School	449974	8	Sep 21, 2020 – Jan 29, 2021

#### V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools<sup>4</sup> to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

National School Lunch Program (NSLP) Percentage	Suite Pricing:	Multi-Assessment Pricing:
	PSAT 8/9 with SAT School Day, and PN and/or P10	• PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9
≥ 0% and <50%	\$9.00	\$9.50
≥ 50% and < 75%	\$8.00	\$9.00
≥ 75%	\$7.00	\$8.00

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

<sup>4</sup> College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.

**2. Changes to Enrollment.** If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to [AssessmentsProgram@collegeboard.org](mailto:AssessmentsProgram@collegeboard.org) or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than:

Administration Date	Deadline to submit updated enrollment
Sept. 2020 – Jan. 2021	October 30, 2020
Feb. 2021 – Mar. 2021	January 29, 2021
April 2021	

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$13.00 per student.

**3. Restrictions.** No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

**4. Unused Tests (paper and pencil).** Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per test booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

## SAT SCHOOL DAY PROGRAM SCHEDULE

### I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. College Board will assist Client in administering the SAT exam during a school day. Under this Schedule, ‘SAT’ will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the ‘Program’). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

### II. SCOPE

College Board shall furnish the following SAT School Day material and reports to the schools designated by Client in Section IV (List of ‘Participating Schools’).

#### 1. Materials for Students:

- a. SAT Student Guide.
- b. SAT test materials (test booklets).
- c. Student Online Score Report, delivered via College Board website.
- d. Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

#### 2. Materials for Participating Schools:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Materials to support test administration.

#### 3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at [collegeboard.org/SSD](http://collegeboard.org/SSD). Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.
6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client’s contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).

Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

Administration Date	Deadline to submit changes
September 23, 2020	August 21, 2020
October 14, 2020	September 4, 2020
March 3, 2021	January 29, 2021
March 24, 2021	February 12, 2021
April 13, 2021	March 12, 2021
April 27, 2021	March 26, 2021

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

7. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of College Board's procedures, policies, and protocols related to national test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**

9. **SAT School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

### III. SAT SCHOOL DAY TERMS AND CONDITIONS

#### SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

#### SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

For the April 13, 2021 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

### SAT Administration

**3. SAT Test Dates and Participating Grade.** Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

Participating Grade(s)	Primary Test Date	Makeup Test Date
11	March 03, 2021	March 24, 2021

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 27, 2021 Primary Test Date.

**4. Administering the SAT.** The SAT will be administered to students under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

### IV. LIST OF PARTICIPATING SCHOOLS

SCHOOL NAME	SCHOOL CODE	ADMINISTRATION
Judson Early College Academy	444209	SAT School Day: March 3, 2021
Judson High School	441472	SAT School Day: March 3, 2021
Karen Wagner High School	446277	SAT School Day: March 3, 2021
Veterans Memorial High School	440027	SAT School Day: March 3, 2021

### V. FEE CALCULATION

**1. Fees.** Client shall pay College Board \$50.00 for each Participant for the 2020-2021 SAT with Essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT with Essay answer sheets indicate that they are not in a participating cohort.

Client shall pay College Board a fee which shall be an amount not to exceed \$37.00 for each Participant for the 2020-2021 SAT without Essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.

Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

2. **Restrictions.** No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the Participating Schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

3. **Unused Tests.** The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their total test booklets ordered. Participating Schools that use at least 80% of the total tests ordered will not incur an unused test fee.

**VI. CLIENT CONTACT INFORMATION**

	Primary <sup>5</sup>	Data Recipient <sup>6</sup>	Billing <sup>7</sup>	Bulk Registration (optional) <sup>8</sup>
Name:	Devin Holmes	Devin Holmes	Devin Holmes	Devin Holmes
Title:	Director of Advanced Academics			
Address:	8012 Shin Oak Dr			
City/State/Zip:	Live Oak, TX 78233-2413			
Phone:	(210) 945-5316	(210) 945-5316	(210) 945-5316	(210) 945-5316
Email:	dholmes@judsonisd.org	dholmes@judsonisd.org	dholmes@judsonisd.org	dholmes@judsonisd.org

<sup>5</sup> This is the person to whom College Board should direct primary communications.

<sup>6</sup> This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

<sup>7</sup> This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

<sup>8</sup> This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.

**Budget Schedule**

Product Name	Start Date	End Date	Quantity	Unit Price	Cost	Discount	Total Cost
PSAT/NMSQT EPP Fixed-Fee - 10th Grade	July 1, 2020	June 30, 2021	1,816	\$17.00	\$30,872.00	\$9,080.00	\$21,792.00
PSAT 8/9 EPP Fixed-Fee - 8th Grade	July 1, 2020	June 30, 2021	1,778	\$13.00	\$23,114.00	\$8,890.00	\$14,224.00
PSAT/NMSQT EPP Fixed-Fee - 11th Grade	July 1, 2020	June 30, 2021	1,849	\$17.00	\$31,433.00	\$9,245.00	\$22,188.00
SAT SD Volume-Based Without Essay - 11th Grade	July 1, 2020	June 30, 2021	1,849	\$52.00	\$96,148.00	\$27,735.00	\$68,413.00

Subtotal: \$181,567.00

 Total Discount: **\$54,950.00**

Total Cost: \$126,617.00

**COVID-19 Pandemic Contingency Plans.** The parties agreed and understand that due to the Covid-19 pandemic and for reasons beyond the reasonable control of either party, either party may be prohibited from delivering its obligations and/or fulfilling its responsibilities. College Board shall solely determine whether it shall be able to fulfill its obligations to offer the assessments which are the subject of this Agreement, and Client shall solely determine whether it can administer the assessment which are the subject of this Agreement. If Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in schools in accordance with this Agreement, Client shall be relieved of its obligation to pay College Board for any assessment(s) which it cannot administer because of the COVID-19 pandemic. If Client can administer an assessment to a portion of its students but not the full cohort, College Board shall provide a revised budget schedule; provided, that Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in accordance with this Agreement. Any notification to College Board of Client's inability to administer College Board assessments must be provided in advance of the schedule test date(s).

If Client has received secure test material, Client agrees to safeguard such material (including by way of example, to store in a locked office and/or cabinets, to maintain the packaging seal on the boxes) and, if requested, to return such material to College Board. Client is prohibited from administering the assessment(s) on any day, or in any manner, that is not permitted by College Board and/or to use the assessment(s) for any other purpose.

College Board will work with Client to mutually agree on a back-up administration plan and date, to the extent possible; provided, that the parties failure to agree on a backup plan shall permit the parties to immediately terminate this Agreement. Client must notify College Board in writing (with email to suffice) of its request to use a published back-up administration date in advance of the originally scheduled test date. For a SAT School Day administration, the back-up administration shall be an available make-up date. For the PSAT/NMSQT, the back-up administration shall be the Alternate Test Day – Wednesday, October 28, 2020. However, if the Client had chosen to use the PSAT/NMSQT Alternate Test Day as their primary test date, there will be no available back-up administration date. If the parties agree to administer the assessment(s) on an available back-up date, College Board shall determine in its sole discretion whether to ship Client replacement tests or whether Client shall use previously shipped unused tests. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to immediately notify College Board of the need for a test day change in time to allow delivery of test materials one week prior to the back-up administration. College

Board shall use commercially reasonable efforts to timely deliver such material; provided, however, College Board shall not be responsible for the failure of any third-party shipping company to deliver such material because of delays caused by COVID-19.

College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by such delay up to one week prior to the alternate administration. College Board reserves the right, in its sole discretion, to charge for any additional fees associated with rush deliveries, publication reprints or incremental support incurred within seven (7) days of the alternate administration.

College Board reserves the right to decline to offer additional administrations beyond the published testing dates or testing windows, as may be amended by College Board.



**Meeting Date:** August 20, 2020

**Submitted By:** Bill Atkins  
**Title:** Chief Finance Officer

**Agenda Item:** Consider and take possible action regarding approving waiver to extend the start of the 2020-2021 school year transition beyond the four-week limit

## DISCUSSION/ACTION ITEM

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the waiver to extend the start of the 2020-2021 school year transition beyond the four-week limit.

### **IMPACT/RATIONALE:**

The District will be starting the school year on August 24, 2020 with all remote instruction for the first five weeks. The State has granted a waiver for in-person instruction for the first four week period, but require a Board approved waiver from the District to extend this time. We are asking for an additional four weeks, but under the current plan we have only one week scheduled in excess of the four weeks, but this will allow the flexibility to extend remote instruction if needed.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

# REQUEST TO EXTEND THE START OF THE 2020-2021 SCHOOL YEAR TRANSITION BEYOND THE FOUR-WEEK LIMIT

## SECTION I: Requirements

If a school system believes it is best for the health and safety of students and staff to continue to restrict access to on-campus instruction beyond the first four weeks of their 2020-21 instructional calendar, they must submit a board approved waiver request to TEA to extend that transition window, up to four additional weeks. The board must take action to authorize this waiver by specific vote, and cannot otherwise delegate the waiver application to the superintendent. The waiver application must include an indication as to the local public health conditions that the LEA believes would warrant a faster end to the transition period. Teachers, staff, and parents should be consulted about the transition plan before the waiver is submitted. During this transition period, LEAs are still required to allow all students to access on-campus instruction who come from households without internet access or appropriate remote learning devices. During the extended period being requested with this waiver, at least some on-campus instruction must be provided each day. The procedures used by the LEA to limit access to on-campus attendance during this period should be clearly communicated to families in advance.

## SECTION II: Request

**District Name:**

**First Day of School:**

**Total Additional Weeks Requested (beyond the initial four weeks for transition):**

**Explain what local public health conditions that would cause you to end the transition period faster, so that all students have access to on-campus instruction. As an example: the most recent weekly count of COVID-19 cases is lower than the prior week in the county, and test positivity rate in the county is under 10%.**

## SECTION III: Attestation/Signatures

<b>District Name</b>	<b>Board Approval Date</b>
<b>Board President Name</b>	<b>Superintendent Name</b>
<b>Board President Signature</b>	<b>Superintendent Signature</b>
<i>With the submission of this form, the district attests that teachers, staff, and parents were consulted about the transition plan before the waiver was submitted.</i>	

**Submit completed request forms to: [waivers@tea.texas.gov](mailto:waivers@tea.texas.gov)**

**Request must be submitted prior to the end of the initial four-week transition**



**Meeting Date:** August 20, 2020

**Submitted By:** Renée A. Paschall  
**Title:** School Board President

**Agenda Item:** Consider and take possible action regarding the endorsement of candidate for the Texas Association of School Boards (TASB) Board of Directors

## DISCUSSION/ACTION ITEM

### **RECOMMENDATION:**

The Board endorse a candidate to fill a position on the TASB Board of Directors.

### **IMPACT/RATIONALE:**

Between Friday, July 3, and Monday, August 31, 2020, our school board is invited to endorse a candidate for each position in our Region.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

Region, Open Position	Candidate/District	Total Endorsements Received
<b>Region 20, Position A</b> Currently held by Rolinda Schmidt (Kerrville ISD) Total active members in Region= <b>57</b> Endorsements required for 25 percent= <b>14</b> Endorsements required for Majority= <b>29</b>	<b>Lisa M. Brown (Fort Sam Houston ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Luis Fernandez (Uvalde CISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>JD Rodriguez (Dilley ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>
	<b>Rolinda Schmidt (Kerrville ISD)</b> <a href="#">Brief Bio</a>	<b>1</b>

**Region 20, Position B\***  
 Karen Freeman (Northside ISD-Bexar County)  
*According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.*

**Karen Freeman (Northside ISD-Bexar County)**  
[Brief Bio](#)

\* Large District Position  
 (I) Incumbent that has indicated that they will be seeking reelection



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 1, 2020

NAME: COL (Ret) Lisa M. Brown

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED]

RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED]

FAX NUMBER (if applicable): \_\_\_\_\_

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Fort Sam Houston Independent School District

LOCAL TERM EXPIRES: June 2021      YEARS ON BOARD: 1  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: President June 2019-April 2020; Trustee May 2020 – current

OCCUPATION: Administrator, Order of Military Medical Merit (private 501c (3) organization)

CURRENT EMPLOYER: Order of Military Medical Merit

Dates: August 2016- current

EDUCATION - HIGH SCHOOL: Sacred Heart Academy, Louisville, KY COLLEGE: Spalding University, Louisville, KY – BA, Pre-Medicine/Biology; Syracuse University, Syracuse, NY – MBA; US Army War College, Carlisle, PA – Master's in Strategic Studies

OTHER EDUCATION: EMT-A – Barton County Community College DEGREES: BA, MBA, MSS

HOBBIES/SPECIAL INTERESTS: Reading, Hiking, Gardening

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): \_\_\_\_\_

American College of Healthcare Executives 1992- current - member; Military Officers Association; Reserve Officers Association, National Association of Professional Women 2016-2018

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_

Served as Substitute teacher at FSHISD from 2016-2019 before becoming a board member. Also served as Parent Teacher Organization Treasurer for the FSHISD Elementary School from 2016-2019.

**Please attach a short bio and include a current picture in jpeg format.**



COL (Ret) Lisa M. Brown, Member

Administrator of the Order of Military Medical Merit, Army Medical Department, Medical Center of Excellence

Ms. Lisa M. Brown served 32 years in the Army, starting out as an enlisted medical specialist, and retiring as a Colonel, Medical Service Corps, in May 2016 at JBSA Fort Sam Houston. She currently works at the Army Medical Department (AMEDD) Medical Center of Excellence, and is the Administrator of the Order of Military Medical Merit, a unique, private organization founded by the Commanding General of U.S. Army Health Services Command in April 1982 to recognize excellence and promote fellowship and esprit de corps among AMEDD personnel. Prior to her appointment to the Fort Sam Houston Independent School District (FSH ISD) school board, she worked as a substitute teacher for the FSH ISD, as well as volunteered as the FSH Elementary School PTO Treasurer for 3 years in her spare time. Her daughter has attended FSH Elementary School since Pre-K and will be entering 4th grade there for the 2020/2021 school year. Having served in the military, she understands the unique educational and support needs for military children. She is a respected health care executive with extensive experience leading operations, program management, and public and fiscal administration. She has had repeated success guiding sizeable, cross-functional teams in the design and implementation of enterprise-wide process redesign and restructure. Ms. Brown is an expert presenter, trainer, and leader with a proven ability to develop and implement programs that result in successful, profitable, and innovative as well as compassionate cultures. She has a Master's in Business Administration, with an emphasis in Controllorship, from Syracuse University as well as a Master's in Strategic Studies from the U.S. Army War College.

TERM: 06/14/2019 to 06/14/2021



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: 06/01/2020

NAME: Luis Fernandez

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED] FAX NUMBER (if applicable):                     

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Uvalde CISD

LOCAL TERM EXPIRES: 11/2020 YEARS ON BOARD: 4  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: Vice-President - 05/01/2018 - Present

OCCUPATION: Business, Industrial, & Technical Studies Division Chair

CURRENT EMPLOYER: Southwest Texas Junior College Dates: 08/2005 - Present

EDUCATION-HIGH SCHOOL: Sabinal High School COLLEGE: SWTJC, Texas A&M-SA, Sul Ross,UTSA

OTHER EDUCATION: PhD in Progress DEGREES: AAS, AA, BAAS, M.Ed

HOBBIES/SPECIAL INTERESTS: Sports, cooking, BBQing

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates):                     

Uvalde Area Chamber of Commerce (02/12-01/16) President (02/14-01/15), International BBQ Association Regio 3 Director (08/19 - Present), Texas Association of Collegiate Registrar's & Admissions Officers (08/2011-Present).

Aviation Technician Education Council (01/2017 - Present), Tree City Youth Basketball Association Board Member (08/17 - Present), Texas High School Basketball Official Association (11/19 - Present), TASB Region 20 LAC Member (02/20)

ADDITIONAL COMMENTS (Use reverse side if additional space is required.):                     

*Please attach a short bio and include a current picture in jpeg format.*

Additional Comments: (Use reverse side if additional space is required.)

## **TASB Nomination Bio**

My name is Luis Fernandez, I am from Uvalde, TX and have served on the Uvalde CISD Board of Trustees since May 2016. I have served as Vice-President since May 2018. I have an 11 year old son who attends at Flores Elementary in Uvalde and is part of the very first Dual Language Program cohort. I am currently enrolled at UTSA working on PhD in social justice and also completed my Master's of Education from Sul Ross State University. I currently work at Southwest Texas Junior College and have just completed my 15<sup>th</sup> year. My current position is Business, Industrial, & Technical Studies Division Chair and College Success Skills Instructor. I have also held positions of Academic Advisor and Director of Admissions/Registrar. I enjoy cooking and bbqing. I have been part of a bbq competition circuit team. Education is a passion of mine and I am always willing to help any students. I have had the opportunity to present at TASB conference in San Antonio, be a member of the Region 20 LAC, and also completed the XG training provided by TASB.



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: 05/01/20

NAME: (JD) Juan D. Rodriguez III

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: \_\_\_\_\_

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): \_\_\_\_\_

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Dilley ISD

LOCAL TERM EXPIRES: 11/2020 YEARS ON BOARD: 4  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: Board Trustee

OCCUPATION: Sergeant Texas Highway Patrol

CURRENT EMPLOYER: Texas Department of Public Safety Dates: Aug. 2007-Present

EDUCATION-HIGH SCHOOL: Dilley High School COLLEGE: Texas A&M-Corpus Christi

OTHER EDUCATION: \_\_\_\_\_ DEGREES: Associate Degree / B.S. Criminal Justice

HOBBIES/SPECIAL INTERESTS: Spending time with Family. Advocating for all of our Texas Public Education Students

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): Officer with Knights of

Columbus at St. Joseph Catholic Church. Member of St. Joseph Catholic Church. Annual Participant in Special Olympics Relay.

Vice-President of the La Salle County Local Emergency Planning Committee. Member of the Frio Regional Hospital Trauma Committee.

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_

Please see attachment

**Please attach a short bio and include a current picture in jpeg format.**

Additional Comments: (Use reverse side if additional space is required.)

**Bio**

My name is Juan Daniel (JD) Rodriguez III. I am 35 years old and from the small, south Texas town of Dilley. I graduated from Dilley High School in 2003. After becoming a first generation college graduate with a Bachelor of Science in Criminal Justice from Texas A&M-Corpus Christi in 2007, I moved back to my hometown to begin my career with the Texas Department of Public Safety, where I have been employed for the past 12 years. In 2017, I was promoted to the rank of Highway Patrol Sergeant. One of my favorite activities I enjoy doing is spending time with my family, cooking out in our backyard. I also enjoy traveling and exploring new places I have never been to. In my spare time, I also enjoy networking with other board members across the state. I enjoy chatting with them and discussing different topics pertaining to our districts. I have served as a school board member for Dilley Independent School District since November 2016. I am also part of the Leadership TASB class of 2020, where I have gained a substantial amount of knowledge and strategies that have helped me improve my leadership skills. I have three children and I am engaged to my fiancé, [REDACTED], who is an elementary special education teacher. Throughout my time as a school board member, I have met a lot of people and have taken so much from each individual I have come across. Once I familiarized myself with the TASB Board of Directors and what being on the board entailed, I knew it was something that I would be interested in being a part of. I know firsthand the important role a school board member plays in our schools. It would be an absolute honor to serve as the representative for Region 20 as a member of the TASB Board of Directors. What better way to serve our region than being a part of this astounding board.



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: May 29, 2020

NAME: Rolinda Schmidt

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

BUSINESS PHONE: \_\_\_\_\_ RESIDENCE PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ FAX NUMBER (if applicable): \_\_\_\_\_

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: \_\_\_\_\_

SCHOOL DISTRICT: Kerrville ISD

LOCAL TERM EXPIRES: 05/2023 YEARS ON BOARD: 24

(Month/year)

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Upon expiration of current term on your local board, will you seek reelection?

YES  No  (Re-Elected 05/2020)

BOARD POSITIONS HELD/DATES: President 98-99, 01-02, 03-04, 08-09, 09-10

Vice President 97-98, 04-05, 06-07, 07-08 Secretary 13-14, 14-15, 15-16, 16-17, 17-18, 18-19, 19-20, 20-21

OCCUPATION: Commercial Real Estate Development and Management

CURRENT EMPLOYER: C & W Manhattan Associates LP Dates: Since 1985

EDUCATION-HIGH SCHOOL: Memorial HS (Houston) Tivy HS (Kerrville)

COLLEGE: San Jose State University, San Jose CA

OTHER EDUCATION: Post Grad – University of Houston DEGREES: BA Social Services

HOBBIES/SPECIAL INTERESTS: Tennis, Travel, Reading

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): See attached

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_

**Please attach a short bio and include a current picture in jpeg format.**

Additional Comments: (Use reverse side if additional space is required.)

**Rolinda Schmidt**

**EDUCATION**

**Memorial High School, Houston, Texas**  
**Graduate of Tivy High School, Kerrville, Texas**  
**Bachelor of Arts Degree in Social Services from San Jose State University**  
**Post Graduate work at University of Houston**

**PROFESSIONAL**

**C & W Manhattan Associates LP - Partner in real estate development company specializing in the development and management of retail shopping centers**

**SCHOOL AND COMMUNITY**

**Kerrville Independent School District Board of Trustees, 1996 – present**  
**Master Trustee Designee – Texas Association of School Boards (TASB)**  
**Presenter/facilitator at various state and regional school board workshops**  
**Former TASB Legislative Advocacy Committee member**  
**School Board Advocacy Network member**  
**TASB Director and By-Laws and Resolutions committee member 2010**  
**TASB Director and Budget and Finance committee member 2016-2019**  
**TASB Director and Legislative committee chair 2019-2020**  
**TASB Advocacy during 85<sup>th</sup> & 86<sup>th</sup> Legislative Sessions before House Ed Committee**  
**Region 20 Superintendent of the Year Selection committee member**

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**PTO Board Member and Officer, all levels, 1988-2006**  
**Nimitz Elementary and Tivy Upper Elementary Mentor 1995-2000**  
**Hill Country High School Advisory Board (CIT) 1995 - present**  
**Head Start Policy Council member 1996-1998**  
**Rotary Club Foreign Exchange Student host family 1996-97, 2001-02**  
**Kerrville Public School Foundation Board 1992-1996**  
**Kerr Central Appraisal District Board 1998-2003**

**Kerr County United Way Campaign Chair 1996-98, Board 1998-2016**  
**Salvation Army Advisory Board 2008-present**  
**Boys and Girls Club Program Advisory Committee Chair 2012-present**  
**B.T. Wilson 6<sup>th</sup> Grade Outdoor Education Program Presenter 2006-present**

**Champion of Education Award Recipient – Families and Literacy 2014**  
**Outstanding Citizen Award - Sons of the American Revolution 2015**

**PERSONAL**

**Born in Fort Worth, Texas and Raised in Houston, Texas**  
**Permanent resident of Kerrville since 1985**  
**Married to [REDACTED], Homebuilder**  
**3 children, 7 grandchildren**  
**Active Member St. Peter's Episcopal Church**

**HOBBIES**

**Family and Friends, Tennis, Reading and Travel**

**LIFE GOAL To be present and engaged in a meaningful life that positively impacts others**

Rolinda Schmidt has served on the Kerrville ISD board since 1996, where she has served as board president, vice president and currently as secretary. Prior to and during her time as a trustee, she has been actively involved in campus PTO's and is a former board member and volunteer for the Kerrville Public School Foundation.

A veteran board member, Schmidt has the same passion today as when first elected to the board. She is honored to serve and unwavering in her vision for Kerrville ISD to be an educational leader through commitment to the growth and development of all students to become lifelong learners and models for others to follow.

A graduate of San Jose State University with a bachelors in Social Services, Schmidt has been an active volunteer with local youth education programs, including The Salvation Army Boys and Girls Club, Rotary Club Foreign Exchange Student program, Head Start, and Kerrville ISD's 6<sup>th</sup> Grade Outdoor Education program. Schmidt was named Families and Literacy's 2014 Champion of Education.

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Schmidt also serves as a director for the Texas Association of School Boards (TASB) and the TASB Risk Management Fund.

Married to local home builder [REDACTED], they have three children and seven grandchildren. Schmidt is a managing partner in her family owned and operated commercial real estate development and management company. She is an active member of St. Peter's Episcopal Church in Kerrville.



# TASB ENDORSEMENT FORM

DATE: \_\_\_\_\_

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

### CANDIDATE INFORMATION

NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

This endorsement was approved by our school district's board of trustees at a duly called meeting on

\_\_\_\_\_  
(Date)

Best regards,

\_\_\_\_\_  
(Signature of board president or officer)

PRINTED NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

**Must be received by TASB on or before AUGUST 31, 2020.**

**RETURN TO: E-mail: [boardcommunications@tasb.org](mailto:boardcommunications@tasb.org)  
FAX: 512.467.3554**



**Meeting Date:** August 20, 2020

**Submitted By:** Marco Garcia

**Title:** Assistant Superintendent of Human Resources

**Agenda Item:** Local District Policy Update, DNA(LOCAL)

## DISCUSSION/ACTION ITEM

### **RECOMMENDATION:**

It is recommended that the Board of Trustees approve the Local District Policy Updates made to DNA(LOCAL) – “Performance Appraisal Evaluation of Teachers – T-TESS Less Than Annual Eligibility and Frequency”.

### **IMPACT/RATIONALE:**

The recommended changes to the policy will:

- 1) Allow for teachers who were approved for a T-TESS Appraisal Evaluation waiver for the 19-20 school year to continue to be approved for a T-TESS Appraisal Evaluation waiver for the 20-21 school year;
- 2) Extend the waiver to 2 years without a T-TESS Appraisal Evaluation, if approved, resulting in an appraisal every 3 years.

The COVID-19 closures caused TEA to permit and approve a T-TESS Appraisal Evaluation Waiver for all Judson ISD teachers for the 19-20 school year. Consequently, teachers who were already approved for the DNA(LOCAL) waiver were not afforded the opportunity to use their waiver for the 19-20 school year. This change in policy, in accordance with DNA(LEGAL), would allow them to do so.

In addition, the waiver period would be extended to a 2 year waiver instead of the current, 1 year waiver.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

**T-TESS**

The District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of approved certified appraisers who can appraise a teacher in place of the teacher's supervisor.

Annual Appraisal

District teachers shall be appraised annually.

*Exception*

Teachers who are eligible for less frequent evaluations in accordance with law [see DNA (LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.

Less-Than-Annual

*Eligibility /  
Retirement*

In addition to meeting the eligibility requirements in state rules, to be eligible for less-than-annual evaluations under the T-TESS, a teacher shall:

1. Be employed on an educator term contract;
2. Hold SBEC certification;
3. Be assigned in his or her certification area;
4. Have been employed by the District for at least one year; and
5. Have served at the current campus for at least one year; or
6. Have submitted retirement documentation and resignation to the Human Resources department during the school year in which a T-TESS less-than-annual evaluation waiver is requested. The T-TESS less-than-annual evaluation waiver will become effective on the date that the Superintendent accepts the teacher's resignation.

*Frequency*

Eligible teachers shall be appraised every threetwo years.

Teachers who were approved for a T-TESS less-than-annual evaluation waiver for the 2019-2020 school year shall remain approved for a T-TESS less-than-annual evaluation waiver for the 2020-2021 school year.

During any school year, when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.

A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.

*Annual Review  
Process*

In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.

The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor and maintained in the personnel file.



**Meeting Date:** August 20, 2020

**Submitted By:** Marco Garcia

**Title:** Assistant Superintendent of Human Resources

**Agenda Item:** Consider and take possible action(s) regarding approval of the Personnel Report and Updates including New Hires, Resignations and Administrative Appointments.

## DISCUSSION/ACTION ITEM

**RECOMMENDATION:**

That the Board approve the Personnel Report and Update (if applicable) as presented.

**IMPACT/RATIONALE:**

The Personnel Report reflects New Hires and Administrative Appointments (if applicable).

**BOARD ACTION REQUESTED:**

**Approval/Disapproval**



**Meeting Date:** August 20, 2020

**Submitted By:** Dr. Jeanette Ball  
**Title:** Superintendent

**Agenda Item:** Superintendent Report  
1. Construction Update

**DISCUSSION ITEM**

**RECOMMENDATION:**

The Superintendent share information/data regarding the District.

# Judson Independent School District



## Facilities Planning Monthly Board Construction Report August 2020

Dr. Milton R. Fields III  
Deputy Superintendent of Administration and Operations

Ruben Moreno  
Director of Facilities Planning  
José S. Cedillo, Architect  
Assistant Director of Facilities Planning

### Projects Included:

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- Converse ES
  - Candlewood ES
  - Crestview ES
  - Elolf ES
  - Hartman ES
  - Judson MS/JSTEM
  - Kirby MS
  - Kitty Hawk MS
  - Miller's Point ES
  - Olympia ES
  - Park Village ES
  - Paschall ES
  - Spring Meadows ES
  - Veterans Memorial HS
  - Woodlake ES
  - Wortham Oaks ES
-

- **Candlewood ES**
  - Modernizations & Improvements: Architect: LPA
    - Facilities Planning is addressing the questions by Architect regarding the scope of work.
  
- **Converse ES**
  - Modernizations & Improvements: Architect: Muñoz
    - Facilities Planning has this project on hold.
  
- **Crestview ES**
  - Modernizations & Improvements: Architect: Garza Bomberger
    - Architects are in schematic design and are proceeding into design development.
  
- **Elof ES**
  - Modernizations & Improvements: Architect: Corgan & DHR, Contractor: Marksmen
    - Purchase Order and Notice to Proceed have been issued to the general contractor. Interior partitions are being installed to separate construction areas. Exterior canopy demolition complete. Contractor preparing of the staging areas is complete.
  
- **Hartman ES: Design: Facilities Planning / General Contractor: Spaw Glass**
  - Vestibule Project: Facilities is processing final payment and will be closing out the project.
  
- **Judson MS/JSTEM Academy**
  - Re-Tile of Buildings B, C, and D: Contractor: corporate Flooring
    - Building B - Contractor has completed work.
    - Building C – Contractor has completed work.
    - Building D – Contractor has completed work.

Contractor scheduling the final walk thru.

- **Kirby MS:**
    - Renovations: Architect: PBK / General Contractor: Bartlett Cocke
      - Project is 98 overall complete.
        - Phase I: Estimated Phase I construction completion is 98%.
          - Gymnasium area – Substantial Completion achieved.
          - Administration area – Substantial Completion achieved.
        - Phase II: Career & Tech Area and Road Improvements are 98% complete.
          - Career & Tech Area – Substantial Completion achieved.
        - Phase III: Additional Road Improvements – Construction is 98% complete.
          - Bus loop is substantially Completion achieved.
        - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
          - The reroofing of existing Building “A” is complete. We are scheduling for the final walk through and close out documents. Currently contractor is 98%.
- 
- **Kitty Hawk MS:** Architect: Alamo / General Contractor: DL Bandy
  - Renovations: Court yard work is in progress and is nearing completion. Contractor is also cleaning the site. Interior finishes in the 300 building are being installed. Estimated construction completion is 97%
- 
- **Miller’s Point ES**
  - Modernizations & Improvements: Architect: VLK/Robey / General Contractor: Waterman Const.
    - The contractor continues with finishes at Admin area. Kitchen slab has been poured and structural steel framing is ongoing. The front entry is in progress and is to be complete on or before August 17<sup>th</sup>. Interior framing and sheetrock for the administration area is nearing completion. Estimated construction completion is 23%.

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- **Olympia ES**
  - Modernizations & Improvements: Architect: Garza Bomberger / General Contractor: Waterman Const.
    - General contractor has been working on the temporary administration area to be completed by August 14<sup>th</sup>. In the new administration area sheetrock is going up on one side of the walls continues. The landscape at the front entry to be installed the week of Aug 10<sup>th</sup>. Kitchen foundation to be placed on the week of August 17<sup>th</sup>. Estimated construction completion is at 14%.
  
- **Park Village ES**
  - Modernizations & Improvements: Architect: Huckabee / General Contractor: D.L. Bandy
    - The contractor continues site work. Foundation complete for Building A and B. Structural steel erection has begun on both areas and metal roofing has also began. Installation of metal studs and CMU walls is underway in both areas. The underground utilities work at new parent pick up/drop is now complete. New paving at this drive is scheduled for completion before August 24<sup>th</sup>. New filtration basin install is on-going.
  
- **Paschall ES**
  - Modernizations & Improvements: Architect: Lopez/Salas
    - The Purchase order and the Notice to Proceed have been issued to the contractor. Contractor staging areas, temporary fencing is installed. Demolition to begin week of August 10<sup>th</sup>.
  
- **Spring Meadows ES**
  - Modernizations & Improvements: Architect: Gignac/GRG
    - The Architect is currently in Construction Documents Phase at 98%. Currently sewer scope of work is under review/consideration. Project bid date is scheduled for September 2020.
  - Re-Roofing (Phase III): Designer: Armko / Contractor: CS Advantage USAA
    - Project is currently 99% complete overall for the main building. Gym roof is complete. Pending final punchlist walk through and delivery of closeout documents.

- **Veterans Memorial HS Phase II:** This project is two projects:
  - Athletic Fields: Architect: PBK / General Contractor: Bartlett Cocke
    - General Contractor is at 98% complete and continues working on punch list items. Pending close out documentation.
  - Building Addition (Academic Wing and Auditorium):
    - Architect: PBK / General Contractor: Drymalla
      - Academic Wing: Project is Substantially Complete.
      - Auditorium: Interior finishes continue. Flooring and seating is ongoing in the Auditorium. Overall completion for this area is 95%. Please note: sub-contractor labor force affected by Covid; thus tentative auditorium completion is end of August.
- **Woodlake ES**
  - Modernizations & Improvements: Architect: RVK / General Contractor: D.L. Bandy
    - The contractor is nearing completion for e of the kitchen demolition. Administration is also 95% complete in demolition. Site-front entry drive is on-going.
- **Wortham Oaks ES:** Architect: Stantec / General Contractor: Satterfield & Pontikes
  - Warranty items are on-going. Project is 100% complete.
- **Re-Roofing Projects:** Designer: Armko / General Contractor: CS Advantage USAA - See campus notes for status.
  - Phase I - Projects closed out - Elolf ES, Hopkins ES, Masters ES, Park Village ES, Paschall ES, and Wagner HS
  - Phase II – Projects closed out - Annex/Police Department, Judson MS, Judson HS, PAC, and JECC.
  - Phase III – all projects closed out (except Kirby MS) Candlewood ES, Child Nutrition, Converse ES, Hartman ES, Kirby MS, Metzger MS, Spring Meadows ES, and Woodlake ES.

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**Meeting Date:** August 20, 2020

**Submitted By:** Dr. Milton Fields

**Title:** Deputy Superintendent of Admin and Operations

**Agenda Item:** Policy Update 115 affecting (LOCAL) Policies

## DISCUSSION ITEM

### **RECOMMENDATION:**

It is being recommended that the Board of Trustees review the first reading of the following Local Policies included in Update 115 as presented by TASB:

1. BF(LOCAL): Board Policies,
2. DED(LOCAL): Compensation and Benefits: Vacations and Holidays
3. DIA(LOCAL): Employee Welfare: Freedom From Discrimination, Harassment, and Retaliation,
4. DMD(LOCAL): Professional Development: Professional Meetings and Visitations,
5. EI(LOCAL): Academic Achievement,
6. FB(LOCAL): Equal Educational Opportunity
7. FD(LOCAL): Admissions
8. FEB(LOCAL): Attendance: Attendance Accounting
9. FFG(LOCAL): Student Welfare: Child Abuse and Neglect
10. FFH(LOCAL): Student Welfare: Freedom From Discrimination, Harassment, and Retaliation
11. FMF(LOCAL): Student Activities: Contests and Competition
12. FNG(LOCAL): Student Rights and Responsibilities: Student and Parent Complaints/  
Grievances
13. GF(LOCAL): Public Complaints

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

**Organization**

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

**Terms**

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

**Harmony with Law**

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

**Policy Development**

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

**Official Policy Manual**

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

**Adoption and Amendment**

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

BOARD POLICIES

BF  
(LOCAL)

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized  
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

COMPENSATION AND BENEFITS  
VACATIONS AND HOLIDAYS

DED  
(LOCAL)

~~Bus drivers and child nutrition personnel shall be paid for holidays but shall not receive vacations. Holidays shall be set yearly by the supervisor. Holiday pay shall be based on the number of hours in the employee's regular scheduled workday, not to exceed eight hours.~~

**12-Month or  
260-Day Employees**

~~All personnel who are paid on a biweekly basis and whose positions are on a 12-month or 260-day basis shall be paid for holidays and shall be eligible for vacation as follows:~~

- ~~1. An employee hired in a permanent status position shall be eligible for one week (five days) of vacation time if continuously employed by the District for at least six months from the date of employment.~~
- ~~2. An employee hired in a permanent status position shall be eligible for two weeks (ten days) of vacation time if continuously employed by the District for at least 12 months from the date of employment.~~
- ~~3. Each employee in a permanent status position shall be eligible for ten days of vacation each year thereafter.~~
- ~~4. Beginning July 1, 2019, vacation time shall not accrue from year to year and an employee shall not receive payment for unused days at the end of the school year. It shall be taken during the year of eligibility as approved by the supervisor.~~
- ~~5. Vacation scheduling shall be subject to departmental approval. Certain departments require employees to observe vacations during specific months of the year because of operational requirements. The supervisor shall normally set a tentative vacation schedule at the beginning of each school year.~~
- ~~6. Vacations cannot be taken consecutively. (An employee may not take a vacation the last ten days of the first 12 months of employment and take the next vacation the first ten days of the second year of employment.)~~
- ~~7. The supervisor shall set up procedures for leave prior to and after holidays.~~

**Eligibility for Unpaid  
Vacation**

~~Unpaid vacation shall be provided for all classified or professional employee who is paid monthly and are employed on a 226-day or more work calendar on the following basis.~~

**Accrual of Unpaid  
Vacation Days**

~~Eligible employees in positions normally requiring 12 months or 260 days~~ **Accrual of service annually** ~~unpaid vacation days for a classified or professional employee who is employed on a 226-day~~

~~or more work calendar~~ shall receive paid vacation days in accordance with administrative regulations that address the following:

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;
4. Accumulation and carryover limits; and
5. Treatment of vacation days upon separation from service.

### Holidays

Eligible employees in positions normally requiring 12 months or 260 days of service annually shall receive paid holidays ~~begin immediately~~ in accordance with the employee's duty schedule and administrative regulations ~~published work calendar~~.

~~[See DEAB for overtime pay provisions.] The number of unpaid vacation days shall be determined annually based on the school calendar approved by the Board. Unpaid vacation days shall be advanced to the employee at the beginning of each employment year.~~

~~For professional employees, unused days in excess of the maximum shall be lost. For classified employees, unused days in excess of the maximum shall be converted to compensatory time.~~

### ~~Use of Accrued Unpaid Vacation Time~~

~~Usage of unpaid vacation days by classified and professional employees who are employed on a 226-day or more work calendar shall be subject to approval by the immediate supervisor. Departments may require employees to observe vacations during specific months of the year because of operational requirements.~~

~~No more than ten unpaid vacation days may be taken consecutively unless approved by the Superintendent or designee.~~

### ~~12-Month Employees Other Than 260-Day Bi-Weekly Employees~~

~~Nonpaid, nonworking days shall not accrue. Such eligible days must be taken with prior approval by the supervisor during the current 12-month period but no later than the first day of the 18th month (December).~~

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~ ~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

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**Definitions** Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

**Statement of Nondiscrimination** The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

**Discrimination** Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

*In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.*

**Prohibited Conduct** In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

*Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]*

**Prohibited Harassment** Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

**Examples** Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** ~~types~~ of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

**Retaliation**

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.~~

**Prohibited Conduct**

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting Procedures**

**Any** ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

**Definition of District Officials**

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

**Alternative Reporting Procedures**

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

**Notice of Report**

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

**Investigation of Reports Other Than Title IX ~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

#### Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

#### Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

#### District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

#### Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

#### District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

#### Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

**Response to Sexual Harassment—Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

**Examples**

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

**Records Retention**

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable,~~ and readily available at each campus and the ~~District's District~~ administrative offices.

# DELETE POLICY

Judson ISD  
015916

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

## **Meetings, Conferences, and Workshops**

~~Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMG]~~

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.~~

## **Release Time**

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.~~

ACADEMIC ACHIEVEMENT

EI  
(LOCAL)

**Certificate of  
Coursework  
Completion**

The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only half of a course and the combined grade for both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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**Title IX Coordinator** The District ~~designates and authorizes the~~ ~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

**ADA / Section 504 Coordinator** The District ~~designates and authorizes the~~ ~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

**Superintendent** The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Equal Educational Opportunity**  
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

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**Section 504**

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~ retention schedules. [See CPC]

<b>Persons Age 21 And Over</b>	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
<b>Registration Forms</b>	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
<b>Minor Living Apart</b>	A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.
Person Standing in Parental Relation	
Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
<b>Nonresident Student in Grandparent's After-School Care</b>	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.  The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
<b>"Accredited" Defined</b>	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.
<b>Verification of Age</b>	The principal shall verify the age of a student who is enrolling in the District for the first time.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Students from Foreign Countries

A refugee student or a student entering from another country shall be placed according to the best judgment of the campus officials, the District psychometrist, the counseling service, and the parent or guardian of the student.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

-[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Attendance  
Accounting System**

The Superintendent shall be responsible for **designating the official attendance-taking time during the campus's instructional day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative  
Attendance-  
Taking  
Recording  
Time

~~The~~ **When appropriate, the Superintendent is authorized to shall** establish written procedures permitting a campus to **record absences in** ~~specify~~ an alternative **hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus** or for a designated group of students at a campus. The alternative ~~time for recording~~ **attendance-taking time** shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* **and administrative regulations.**

**Parental Consent to  
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Program to Address  
Child Sexual Abuse,  
Trafficking, and  
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

**Training**

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child  
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~  
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

### Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

### Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>i</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

### Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

**Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report Suspected Child Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities Regarding Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

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<sup>i</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any student on the basis of race, color, ethnicity, religion, sexual orientation, ~~sex~~, gender, national origin, ~~age~~, disability, ~~age~~, genetic information, gender identity, gender expression, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

**Discrimination**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, ethnicity, religion, sexual orientation, ~~sex~~, gender, national origin, ~~age~~, disability, ~~age~~, genetic information, gender identity, gender expression, or any other basis prohibited by law, that adversely affects the student.

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, ethnicity, religion, sexual orientation, ~~sex~~, gender, national origin, ~~age~~, disability, ~~age~~, genetic information, gender identity, gender expression, or any other basis prohibited by law, ~~when the conduct that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by ~~law~~ and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at [Response to Sexual Harassment—Title IX](#) upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See [FFH\(LEGAL\)](#)]

**Sexual Harassment**  
By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See [DH](#)]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

**Dating Violence**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting  
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Employee Report	Any District employee who suspects or receives <b>direct or indirect</b> notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.
<i>Definition of District Officials</i>	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, <del>or</del> gender-based harassment, <b>or dating violence</b> , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p><b>An individual</b><del>A student</del> shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	<p><b>To ensure the District's prompt investigation, reports</b>Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. <del>A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.</del></p>
<b>Notice to Parents</b>	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p>
<b>Investigation of Reports Other Than Title IX</b> <del>the Report</del>	<p><b>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX.</b> [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,</p>

and dating violence, see the procedures below at [Response to Sexual Harassment—Title IX](#).

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

**Initial Assessment** Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~<sup>proven</sup>, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~<sup>proven</sup>, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**Interim Action** If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

**District Investigation** The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Criminal Investigation** If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

**Concluding the Investigation** Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

tor shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

*Notification of Outcome*

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

**District Action**

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

*Corrective Action*

Examples of corrective action may include a training program for those involved in the ~~report~~ ~~complaint~~, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

**Confidentiality**

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

**Response to Sexual Harassment–Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

# DELETE POLICY

Judson ISD  
015916

STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

## **UIL Activities**

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

## **Athletic Program**

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholastic competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

## **Non-UIL Activities**

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

## **Overnight Trips**

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

## Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

### Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, disability, or other protected characteristics [see FFH] religion shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning removal to or length of placement in a disciplinary alternative education program shall be submitted in accordance with FOC and the Student Code of Conduct.
7. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
8. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
9. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
10. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

11. Complaints concerning instructional resources shall be submitted in accordance with EF.
12. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
13. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
14. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Notice to Students and Parents**

The District shall inform students and parents of this policy through appropriate District publications.

**Guiding Principles**

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

STUDENT RIGHTS AND RESPONSIBILITIES  
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Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

### **Level Two**

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

### **Level Three**

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or par-

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ent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

**Complaints**

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Guiding Principles**

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and  
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

### **Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

**Level Three**

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.



**Meeting Date:** August 20, 2020

**Submitted By:** Renée A. Paschall  
**Title:** School Board President

**Agenda Item:** Update on Board Advisory Committees

**DISCUSSION ITEM**

**RECOMMENDATION:**

The Board shares information received or discussed at various advisory committees held and discusses upcoming meetings to be scheduled.



**Meeting Date:** August 20, 2020

**Submitted By:** Renée A. Paschall  
**Title:** School Board President

**Agenda Item:** Update on Training, Conferences, Events and Consider Future Agenda Item Requests by Board Members

## DISCUSSION ITEM

### **RECOMMENDATION:**

The Board shares information received at various trainings/conferences attended and discusses upcoming events or future agenda item requests or reports by individual board members.