

Public Notice of Regular Meeting

The Board of Trustees Groesbeck ISD

A Regular Meeting of the Board of Trustees of Groesbeck ISD will be held Monday, August 14, 2023, beginning at 6:00 PM in the GISD Administration Office Board Room, 1202 N Ellis, Groesbeck, TX 76642.

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.

- I. **CALL TO ORDER**
- II. **INVOCATION**
- III. **PLEDGES TO THE FLAGS**
- IV. **REVIEW DISTRICT MISSION STATEMENT**
- V. **PUBLIC COMMENT (Agenda/Non-Agenda Items)**
- VI. **PRESENTATION FROM SCHNEIDER ELECTRIC**
- VII. **DISCUSSION OF ENERGY SAVING PLAN(S) PRESENTED**
- VIII. **2023-2024 BUDGET PRESENTATION**



GROESBECK ISD

2023-2024

Board Budget Workshop

August 14, 2023

---Working Draft---

- The budget is the **district's plan** to produce educational excellence expressed in terms of dollars.
- The **budget addresses** at least three important functions:
 - ❖ Planning
 - ❖ Communicating
 - ❖ Monitoring
- Typical **areas assessed** during the budgeting process:
 - ❖ ADA/State funding
 - ❖ Fund balance
 - ❖ Payroll cost
 - ❖ Tax effort



- Board required to adopt/approve budget for:
 - General Fund (M&O)
 - ❖ 199
 - Food Service
 - ❖ 240
 - Debt Service (I&S)
 - ❖ 511/599

- Budget to be approved at August 21 Meeting



FORMULA DRIVEN REVENUE SYSTEM (3 Drivers)

- Refined ADA Student Counts: ADA * Attendance pct. –
 - 2020-2021: 1,416.646 ESTIMATED
 - 2021-2022: 1,428.094 ESTIMATED
 - 2022-2023: 1,441.085 ESTIMATED
 - 2023-2024: 1,436.254 ESTIMATED

Property Values – (Projected using a 5 year value comparison)

- 2020-2021: \$1,306,681,135
 - 2021-2022: \$1,304,286,001
 - 2022-2023: \$1,391,027,901
 - 2023-2024: \$1,304,286,001
- Tax Effort
 - 2020-2021: \$0.9630 (M&O) + \$0.2375 (I&S) = \$1.20050
 - 2021-2022: \$0.9509 (M&O) + \$0.2375 (I&S) = \$1.18840
 - 2022-2023: \$0.9441 (M&O) + \$0.2375 (I&S) = \$1.18160
 - 2023-2024: **\$0.7680** (M&O) + **\$0.2075** (I&S) = \$0.97550



Refined ADA

(actual student count * attendance pct)

	2020-2021	2021-2022	2022-2023	2023-2024
ADA Refined Average Daily Attendance	1,416.646	1,428.094	1,441.085	1,436.254



Refined ADA: 1,436.254

(actual student count * attendance pct)

EE	5
Pre-K	27 (54 qualifiers / 2)
K	84
1	131
2	102
3	89
4	115
5	111
6	117
7	101
8	132
9	150
10	130
11	108
12	116
	(1520* 94.5% attendance rate = 1437.345 ADA estimated)

8/10/23
1518



Property Value History Comparison

Year	Certified Value
2020-2021	\$1,306,681,135
2021-2022	\$1,304,286,001
2022-2023	\$1,391,027,901
2023-2024	\$1,304,286,001

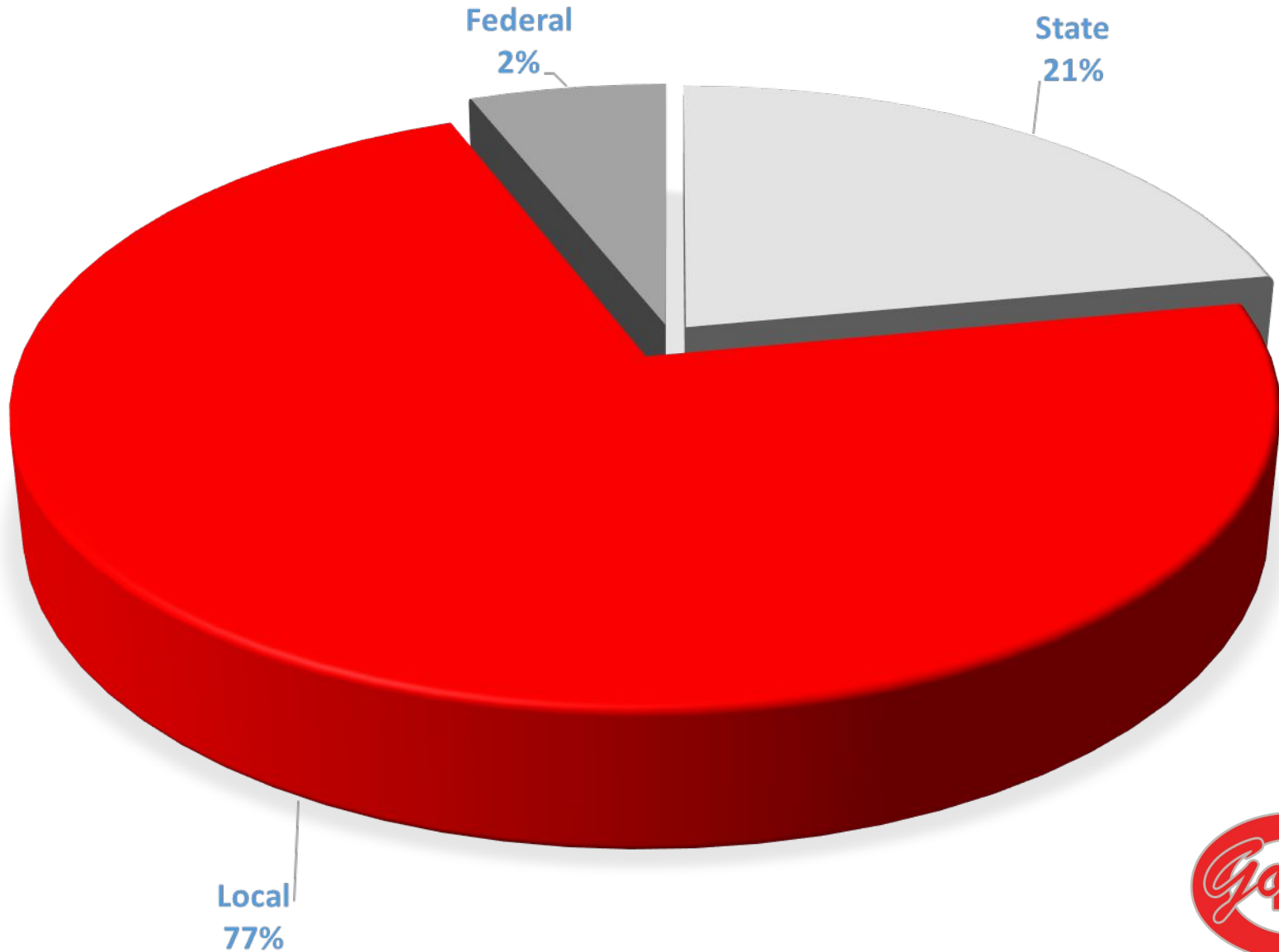


GROESBECK ISD tax rate

	20-21	21-22	22-23	23-24
M&O	\$0.9630	\$0.9509	\$0.9441	\$0.7680
I&S	\$0.2375	\$0.2375	\$0.2375	\$0.2075
Total	\$1.20050	\$1.18840	\$1.18160	\$0.97550



REVENUE COMPONENTS



511/599 Debit Service

Exhibit F-1

Bond	Interest Rate	Payoff	Outstanding Balance as of August 2023
Bond Series 2009	0.93%	12/15/2024	\$795,337.70
Bond Series 2018	3%-5%	2/15/2029	\$4,464,650



511/599 Debit Service

I&S TAX RATE

2020-2021	2021-2022	2022-2023	2023-2024
\$0.23750	\$0.23750	\$0.23750	\$0.20750
			Reduce 3 cents as part of the tax swap <i>\$0.1224 rate to maintain</i>



511/599 Debt Revenue

	Budgeted Revenue (est.)
Taxes - Current Year Levy (I&S) - 5711	\$1,749,176
Tax Revenue - Locally defined - 5712	\$20,000
Penalties/Interest - 5719	\$20,000
Earning Temp. Dep. - 5742	\$0
	\$1,789,176



240 Food Service Revenue

	Budgeted Revenue (est.)
Food Services Activity - 5751	\$85,464
School Lunch Matching TEA - 5829	\$2,000
School Breakfast Program - 5921	\$290,000
National School Program - 5922	\$450,000
Commodities – 5923	\$40,000
Federal Revenue (TDA) – 5929	\$5,000
At-Risk (ACE Reimbursement) – 5939	\$30,000
TRS on Behalf-	\$29,536
	\$932,000



Food Service Projected Budget

	Budgeted Expenditures (est.)
Payroll	\$375,174
TRS on Behalf	\$29,536
Food	\$405,000
Non-Food	\$43,390
Commodities – 5923	\$40,000
Capital Improvements	\$10,000
Oper. Expenditures	\$13,000
Other	\$15,900
	\$932,000



199 M&O Revenue

Taxes- Current Year -5711	\$10,547,190
TRE	\$800,000
Taxes- Prior Year - 5712	\$112,000
Penalties - 5719	\$90,000
Interest Earned- 5742	\$180,000
Rentals – 5743	\$2,000
Other Revenue Local (repairs, auctions, GEAR UP)– 5749	\$27,500
DAEP revenue from Mart ISD	\$35,000
Athletic Act. - 5752	\$63,000
Revenue from PK - 5759	\$110,500
Per Capita Apportionment (5811)	\$595,552
Foundation School Program(5812)	\$4,320,987
Revenue - Medicaid Adm - 5931	\$556,937
Federal Daycare Revenue	\$115,000
TRS on Behalf (5831) – WASH (in and out)	\$953,445
Chiller Loan – WASH (in and out)	\$2,139,462
Total	\$20,648,573



199 M&O Revenue



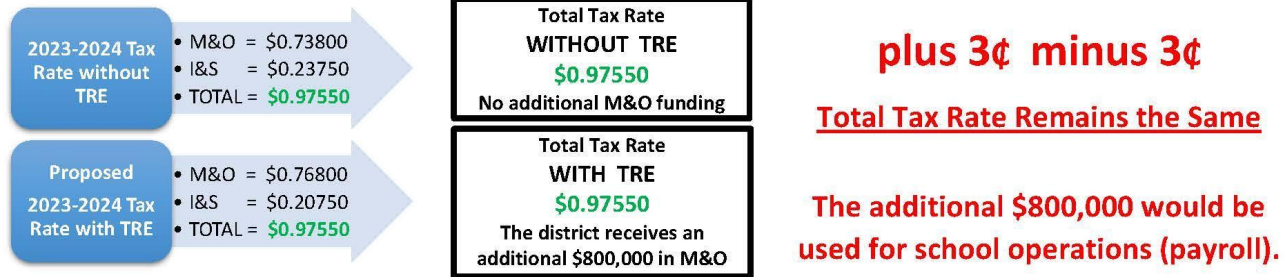
Support Groesbeck ISD Vote "YES" in November Voter-Approval Tax Ratification Election (VATRE)

What is a VATRE?

A district that adopts a tax rate above its maximum M&O tax rate must hold a Voter-Approved Tax Ratification Election (VATRE), also known as TRE, for the voters to ratify the higher rate. If a majority of the votes are cast in favor of the proposition, the tax rate for the current year is adopted by the Board. If the proposition is not approved, then the Board may not adopt a tax rate for the current year that exceeds the maximum rate.

How will the VATRE affect my taxes?

No matter the outcome of the Tax Ratification Election, the tax rate for taxpayers in Groesbeck ISD will remain at \$0.97550 per \$100 of property value. If the TRE is approved, the shift in the M&O and I&S tax rates will generate an additional \$800,000 of State funded aid for the district. If the TRE is not approved, the tax rate will remain at \$0.97550 with no additional funding created, forcing the ISD to make significant changes to reduce the overall budget by \$800,000.



How will this affect those over 65?

The TRE will not affect the tax rate for anyone in 2023-2024.

What were the taxes last year?

The picture below represents last year's tax rate. This summer, Governor Abbott and the State Legislature compressed everyone's school tax rates by more than \$0.20 per \$100 of property value.

2022-2023		
M&O = \$0.9441	I&S = \$0.2375	TOTAL = \$1.1816

Will taxes increase after 2023-2024?

There are no current plans to raise taxes. GUSD does not need to increase the I&S portion of the tax rate in order to pay existing debt.

What is M&O vs I&S?

The local tax dollars are split into two different categories: Maintenance and Operations (M&O) and Interest and Sinking (I&S)

The M&O taxes that are collected account for the day-to-day operations of the district, including payroll, utility bills, and supplies. All I&S tax dollars are dedicated towards bond payment debt.

For more information, please contact: trequestions@groesbeckisd.net



199 Expenditure by Function

Function	2023-2024 Estimated Expenditures
11- Instruction	\$8,535,661
12- Media Services	\$85,759
13- Curriculum and Staff Development	\$154,062
21- Instructional Leadership	\$232,949
23- Campus Leadership	\$1,050,953
31- Guidance and Counseling	\$833,250
32 – Social Work Services	\$20,000
33- Health Services	\$181,073
34- Student Transportation	\$1,058,836
36- Extracurricular Activities	\$1,009,751
41- General Administration	\$866,247
51- Facilities & Maintenance	\$2,799,326
52- School Safety	\$214,355
53- Networking	\$472,402
71- Debit Service	\$200,000
81- Capital Outlay	\$2,139,462
99- Other Govt. Charges	\$410,000
TOTAL	\$20,648,573



Major line items for Board Meetings

Function	Estimated Expenditures
34-Transportation	\$76,000 for vehicle (possible combination of a 15 passenger van and/or sedan and/or SUV)
51-Facilities	\$40,000 – Trailer/Tractor/mule \$50,000 - HVAC @ Enge
52- Safety	\$40,000 – Reader Upgrades
53-Networking	\$87,000 – Sonic Firewall



FUND BALANCE(S)

C-1 and Notice to the Basic Financial Statements

	22-23	Special Notes
Line 3480 Retirement of Long-Term Debt I&S Fund Balance	\$2,559,917	\$1,159,258 (Jan 23) used to pay down I&S debt + \$6,599.50 (August 23)
Line 3000 Unassigned M&O Fund Balance	\$3,690,861	
Child Nutrition 240 Fund Balance	\$346,830	*purchased ovens, warmers, and equipment



FUND BALANCE(S) (GF)

C-3

Current Balance	Current Levels
Unassigned Balance	August 2022.....\$3,690,861.00
1 month of Op Costs	\$1,495,997.42
Min. for good bond rating	3 Months = \$4,487,992
Total months reserved	2.467 months



Investment Policy

- CDA(Local) – policy: Melissa Smith and I have authority
- Pool Accounts for unassigned fund balance
 - Bank deposit
 - Investment Pools (TXPOOL)
 - CDs
- Annual Review
 - The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.



New Contract Staff

2022-2023 Personnel to 2023-24		
2022-2023 Employee	GRADE LEVEL/SUBJECT	2023-2024 Employee
H.O. Whitehurst		
Rebecca Wilson	Kindergarten	Cassadie Moore
Elizabeth Wright	Counselor	David Robertson
Misty Morrow	2nd grade	Kodie Bluemel - transfer from EWIS
Brittany Cospers	2nd Grade	Chelsea Carter
Macie Eyman (5/26)	Kindergarten	Lauren Holmes
Madison Tumas	1st Grade	Meghan Green
Amanda Theiss	Kindergarten	Kylee Masters
New Position - Speech Path	Speech Pathologist	Kaitlin Wilson
Leslie Nolan (transfer to Enge)	3rd Grade	Wendy Gooch
Enge-Washington Intermediate		
Thomas Vestal	Special Ed	Amy Collier (transfer from HOW)
Lynn Kreeger	Math	Jacklyn Davis
Matthew Allison	5th Science	Tracy Cofield
Elizabeth McDaniel	6th Grade Math	Leslie Nolan (transfer from HOW)
Melissa Wren	4th Grade Teacher	Courtney Truett (moved from RTI)
Sharisa Sebesta	4th Grade Teacher	Laura Cotto
Kodie Bluemel (transfer to HOW)	5th Grade Math	Rebecca Reeves
Groesbeck Middle School		
Adrianna Miles (05/26)	Social Studies	Micah Morse
Lori Longenbaugh	English	Lori Longenbaugh <i>*renegotiated lower salary</i>
Frankie Smith	PE/Coach	Zoei Elam
Long-Term Sub	Science	Ashley Stewart (transfer from Enge)
Matthew Parnell	Health	Leigh Waller
Groesbeck High School		
Left Open from previous year	Athletic Trainer	Claudia Branum (07/26)
Sandra Neal	Algebra I	Madeleine Scully-Wallace
Elizabeth Tidwell	Health/Coach	Gage Moore
Jeff Rogers	SUCCESS Teacher/Coach	Audie Jackson
Jeffery Bell	Soc Std/World Geo w/Coaching)	Marcus McGruder
Elise Kea	English Teacher/ possible Coach	Kelly Grady
Rebekkah Navas	English Teacher	Deana Hurt
Stefanie Kirkendoll	Culinary Arts	Darla Wurtz
Holly Black	ESL Coordinator	Rachael Pawlik
Position from two yrs ago	Speech	Delon Moore





GROESBECK ISD

2023-24

Board Budget Workshop

August 14, 2022

IX. DISCUSSION AND ACTION ON APPROVAL OF PROPOSED BUDGET DATE(S) FOR PUBLIC HEARING, 2023-2024 TAX RATE AND 2023-2024 BUDGET

X. DISCUSSION AND POSSIBLE ACTION REGARDING APPROVAL OF PUBLISHED PROPOSED TAX RATE FOR THE 2023-2024 BUDGET

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The GROESBECK ISD will hold a public meeting at 6:00 PM, August 21, 2023 in GROESBECK ISD ADMINISTRATION OFFICES, 1202 N. ELLIS, GROESBECK, TX 76642. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	\$0.76800/\$100 (proposed rate for maintenance and operations)
School Debt Service Tax	\$0.20750/\$100 (proposed rate to pay bonded indebtedness)
Approved by Local Voters	

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories.

Maintenance and operations	18.75% increase
Debt Service	58% decrease
Total expenditures	4.21% increase

Total Appraised Value and Total Taxable Value

(as calculated under Tax Code Section 26.04)

	<u>Preceding Tax Year</u>	<u>Current Tax Year</u>
Total appraised value* of all property	\$2,488,657,040	\$3,025,885,041
Total appraised value* of new property**	\$18,894,380	\$15,179,237
Total taxable value*** of all property	\$1,391,027,901	\$1,483,164,288
Total taxable value*** of new property**	\$9,829,430	\$8,409,520

*Appraised value is the amount shown on the appraisal roll and defined by Tax Code Section 1.04(8).

** "New property" is defined by Tax Code Section 26.012(17).

*** "Taxable value" is defined by Tax Code Section 1.04(10).

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness* \$4,818,000

*Outstanding principal.

Comparison of Proposed Rates with Last Year's Rates

	<u>Maintenance & Operations</u>	<u>Interest & Sinking Fund*</u>	<u>Total</u>	<u>Local Revenue Per Student</u>	<u>State Revenue Per Student</u>
Last Year's Rate	\$0.94410	\$0.23750*	\$1.18160	\$10,815	\$1,938
Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service	\$0.73596	\$0.12156*	\$0.85751	\$8,824	\$2,973
Proposed Rate	\$0.76800	\$0.20750	\$0.97550	\$8,853	\$3,705

*The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both.

The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$125,427	\$137,200
Average Taxable Value of Residences	\$83,114	\$13,744
Last Year's Rate Versus Proposed Rate per \$100 Value	\$1.1816	\$0.97550
Taxes Due on Average Residence	\$982.08	\$139.98
Increase (Decrease) in Taxes		\$-842.10

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$0.97550. This election will be automatically held if the district adopts a rate in excess of the rollback rate of \$0.97550.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment.

Maintenance and Operations Fund Balance(s)	\$3,000,000
Interest & Sinking Fund Balance(s)	\$1,000,000

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operations tax revenue for the purpose of paying the district's debt service.

XI. **CONSIDER AND APPROVE THE SECOND READING OF TASB
POLICY UPDATE 121:** CCGB(LOCAL): AD VALOREM TAXES -
ECONOMIC DEVELOPMENT; CFB(LOCAL): ACCOUNTING -
INVENTORIES; CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT
MANAGEMENT - MAINTENANCE; CRF(LOCAL): INSURANCE AND
ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE; CVA(LOCAL):
FACILITIES CONSTRUCTION - COMPETITIVE BIDDING; CVB(LOCAL):
FACILITIES CONSTRUCTION - COMPETITIVE SEALED
PROPOSALS; DEA(LOCAL): COMPENSATION AND BENEFITS -
COMPENSATION PLAN; FD(LOCAL): ADMISSIONS; FFI(LOCAL): STUDENT
WELFARE - FREEDOM FROM BULLYING

Explanatory Notes

TASB Localized Policy Manual Update 121

Groesbeck ISD

AC(LEGAL) GEOGRAPHIC BOUNDARIES

This legal policy has been revised to include additional Education Code provisions related to ways in which a district's geographic boundaries may change, such as by detachment, annexation, consolidation, and abolition.

AF(LEGAL) INNOVATION DISTRICTS

Amended Administrative Code rules, effective October 25, 2022, revised the list of Education Code sections and administrative rules from which a district of innovation may not be exempted. Changes include a requirement to provide TEA a link to the local innovation plan posted on the district's website. Previously, the rule required the district to provide TEA with a copy of the local innovation plan.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

Changes reflect revised Administrative Code provisions regarding compliance investigations by TEA, effective October 26, 2022. Other changes are to better reflect legal sources.

BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS

Provisions regarding confidentiality of the email address and personal phone number of an election judge or clerk have been moved from GBA(LEGAL) to this code addressing elections.

BQ(LEGAL) PLANNING AND DECISION-MAKING PROCESS

An existing requirement to include the district's bullying prevention policy and procedures in the district improvement plan has been added to this policy.

C(LEGAL) BUSINESS AND SUPPORT SERVICES

The C section table of contents has been revised to add the new code CKED, Security Personnel: Other Security Arrangements. We have also added for future expansion new codes addressing facility standards at CSA (Safety and Security) and CSB (Gas and Pipelines).

CBB(LEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

Revisions are to better reflect legal sources.

CCA(LEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

Citations have been updated to reflect the repeal and replacement of an Administrative Code provision regarding the bond guarantee program, effective March 1, 2023. References to Administrative Code provisions regarding the instructional facilities allotment and existing debt allotment have been clarified.

CCGA(LEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

This policy has been revised to reflect the increased homestead exemption of \$40,000 approved by voters on May 7, 2022.

CCGB(LEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

We have added a note regarding the expiration of the Texas Economic Development Act on December 31, 2022, and the continued application of the law to limitations on appraised value in existence at that time.

Explanatory Notes

TASB Localized Policy Manual Update 121

Groesbeck ISD

CCGB(LOCAL)

AD VALOREM TAXES: ECONOMIC DEVELOPMENT

The Texas Economic Development Act expired on December 31, 2022. We recommend adding a note to this local policy regarding the expiration and continued application of the law to limitations on appraised value in existence at that time.

Please note: We have retained the district's locally developed provisions throughout this policy.

CFB(LOCAL)

ACCOUNTING: INVENTORIES

Revisions regarding the capitalization threshold are based on amended guidance from *GASB Implementation Guide 2021-1*, Question 5.1, regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant. The amended guidance applies to reporting periods beginning after June 15, 2023.

CH(LEGAL)

PURCHASING AND ACQUISITION

We have replaced the citation to a repealed Administrative Code rule regarding purchases of automated information systems with a citation to a new rule effective December 19, 2022.

CL(LEGAL)

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

We have replaced the citation to repealed Administrative Code provisions regarding public pool sanitation and safety with a citation to new provisions effective January 1, 2023.

CLA(LEGAL)

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

New Administrative Code rules, effective February 2, 2023, have been added to address required warning signs regarding human trafficking.

CLB(LEGAL)

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE

Changes reflect revisions to Administrative Code rules regarding integrated pest management, effective January 16, 2023.

CLB(LOCAL)

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE

Administrative Code rules regarding integrated pest management (IPM) were amended to include district-owned residential property among the district facilities subject to the IPM requirements. Although the changes to the rules add "residential property" to the buildings and grounds subject to IPM requirements, it is our understanding from the Texas Department of Agriculture that this inclusion is intended to apply only to district-owned residential property that is primarily used as student housing. As requested by TDA, revisions include such residential property among the district facilities subject to the district's IPM program.

CMD(LEGAL)

EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

An Administrative Code provision, effective June 7, 2022, has been added regarding purchasing technological equipment with the instructional materials and technology allotment.

CNC(LEGAL)

TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Provisions have been added regarding the use of school bus warning signals.

Explanatory Notes

TASB Localized Policy Manual Update 121

Groesbeck ISD

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

New Administrative Code provisions were adopted regarding appeals related to federal food and nutrition programs administered by the Texas Department of Agriculture. A reference to these provisions, effective November 27, 2022, has been added.

CQ(LEGAL) TECHNOLOGY RESOURCES

A reference to Administrative Code provisions regarding management of electronic transactions and signed records has been clarified.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The link to the Texas Department of State Health Services Guidelines for the Care of Students with Food Allergies has been updated.

CRF(LOCAL) INSURANCE AND ANNUITIES MANAGEMENT: UNEMPLOYMENT INSURANCE

There are no significant revisions to the text on reasonable assurance; however, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

CSA(LEGAL) FACILITY STANDARDS: SAFETY AND SECURITY

The Commissioner of Education proposed new School Safety Requirements in the Commissioner's Rules Concerning School Facilities in November 2022. The public comment period closed December 12, 2022, but the rules are not yet finalized. The proposed rules require local policy provisions. Policy Service will include legal provisions in this new policy code and provide local policy provisions for consideration following publication of the final rules.

CVA(LOCAL) FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

CVB(LOCAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

As noted above, policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

DBAA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

Changes have been made to better reflect legal sources and to delete obsolete provisions.

DEA(LOCAL) COMPENSATION AND BENEFITS: COMPENSATION PLAN

To eliminate the possibility of confusion about the frequency of pay, we recommend replacing *bimonthly* with the more specific and widely used *semi-monthly*. Other revisions are recommended for policy style

Explanatory Notes

TASB Localized Policy Manual Update 121

Groesbeck ISD

and to clarify the circumstances under which certain employees will receive premium pay during an emergency closing for a disaster.

If the district no longer wants to provide premium pay for nonexempt employees who are required to work during an emergency closing for a disaster, please contact your policy consultant for appropriate revisions to this policy.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

DEAB(LLEGAL) COMPENSATION PLAN: WAGE AND HOUR LAWS

Changes have been made to better reflect legal sources.

E(LLEGAL) INSTRUCTION

The E section table of contents has been updated to add the new code EHBCA, which includes provisions addressing accelerated instruction previously located at EHBC. The subtitle for policy EHBC has been changed to Compensatory Services and Intensive Programs.

EF(LLEGAL) INSTRUCTIONAL RESOURCES

Legal definitions of "harmful materials" and "obscene" have been added for ease of access.

EHAD(LLEGAL) BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION

A reference to Administrative Code provisions has been added regarding driver education safety program requirements.

EHBAB(LLEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

Changes reflect revised Administrative Code provisions regarding students who are homeless or in substitute care, effective January 1, 2023.

EHBAF(LLEGAL) SPECIAL EDUCATION: VIDEO/AUDIO MONITORING

Revisions reflect amended Administrative Code provisions, effective January 22, 2023, pertaining to filing certain documents electronically.

EHBC(LLEGAL) SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

Update 121 includes a reorganization of the information regarding compensatory, intensive, and accelerated instructional services. Provisions addressing accelerated instruction have been moved to the new code EHBCA. The remaining provisions at this code, now subtitled Compensatory Services and Intensive Programs, have been reordered and adjusted for clarity.

EHBCA(LLEGAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

This new policy addressing accelerated instruction comprises provisions moved from EHBC(LLEGAL). For clarity, we have reordered and adjusted the material.

Explanatory Notes

TASB Localized Policy Manual Update 121

Groesbeck ISD

EHBH(LLEGAL) SPECIAL PROGRAMS: OTHER SPECIAL POPULATIONS

An amended Administrative Code provision, effective January 18, 2023, has been added pertaining to regional day school programs for the deaf.

EHBI(LLEGAL) SPECIAL PROGRAMS: ADULT AND COMMUNITY EDUCATION

Changes reflect revisions to Administrative Code provisions, effective November 24, 2022, regarding essential program components of adult education programs.

EHBJ(LLEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes include a new Administrative Code provision, effective February 26, 2023, regarding requests for approval of an innovative course by the State Board of Education.

EI(LLEGAL) ACADEMIC ACHIEVEMENT

This legal policy has been revised to replace a repealed Administrative Code rule with a new rule, effective January 1, 2023, related to awarding credit to students who are homeless or in substitute care for coursework completed prior to the student enrolling in or transferring to the district. Other changes are to better reflect legal sources.

EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Duplicative text regarding students who fail to perform satisfactorily on a state assessment instrument has been deleted and replaced with a note pointing to EHBC and EHBCA.

FD(LLEGAL) ADMISSIONS

The policy has been updated to delete an Administrative Code rule repealed by the State Board of Education, effective March 9, 2023.

FD(LOCAL) ADMISSIONS

Recommended revisions to this policy at Transition Assistance reflect the repeal and replacement of an Administrative Code provision regarding awarding credit to a student who is homeless or in substitute care. Under the new rule, a district must adopt a policy to ensure credit has been awarded appropriately prior to enrollment. Other changes provide greater flexibility for the district with regard to requiring proof of residency by removing specific requirements and referring to administrative regulations.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

FDA(LLEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

This policy has been reorganized for clarity. Other changes are to better match statutory wording. Notes have been added to more clearly indicate the application of certain provisions.

FDC(LLEGAL) ADMISSIONS: HOMELESS STUDENTS

A note has been added to clarify that information regarding support services for students experiencing homelessness, including provisions regarding district liaisons and transition services, is located at FFC.

Explanatory Notes

TASB Localized Policy Manual Update 121

Groesbeck ISD

FEA(LLEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. A note has been added referring to the *Student Attendance Accounting Handbook* for additional guidance.

FEB(LLEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. We have also added a note referring to the *Student Attendance Accounting Handbook* for additional guidance, as well as existing statutory provisions for completeness and clarification.

FFAF(LLEGAL) WELLNESS AND HEALTH SERVICES: CARE PLANS

Links to the Texas Department of State Health Services' guidance for the care of students with diabetes and of students with food allergies have been updated.

FFC(LLEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES

Revisions throughout this policy reflect amended Administrative Code provisions, effective January 1, 2023, regarding transition assistance for students experiencing homelessness or in substitute care.

FFI(LLEGAL) STUDENT WELFARE: FREEDOM FROM BULLYING

A note has been added with a link to the [Minimum Standards for Bullying Prevention](#) finalized by TEA on January 31, 2023.

FFI(LOCAL) STUDENT WELFARE: FREEDOM FROM BULLYING

The [Minimum Standards for Bullying Prevention](#), completed by TEA on January 31, 2023, include a requirement for policy provisions on reporting bullying incidents. Existing policy language addresses reporting by students and staff. The enclosed revisions are recommended to address the new minimum standards.

FL(LLEGAL) STUDENT RECORDS

Provisions at Access, Disclosure, and Amendment, beginning on page 4, have been revised and reorganized for clarity and to better reflect legal sources. The definition of eligible student has been added. Additional reporting requirements under the National School Lunch Act or the Child Nutrition Act have also been added. A note has been added at the beginning of the policy to clarify that information regarding juvenile law enforcement records is located in GBA.

G(LLEGAL) COMMUNITY AND GOVERNMENTAL RELATIONS

The G section table of contents has been revised to reflect the correct subtitle for GBA, Access to Public Information.

GB(LLEGAL) PUBLIC INFORMATION PROGRAM

Update 121 includes a reorganization of the public information policies in the GB series. As part of the reorganization, we have deleted provisions that are duplicated at other policy codes and adjusted provisions for clarity and to better match statutory wording.

Explanatory Notes

TASB Localized Policy Manual Update 121

Groesbeck ISD

GBA(LLEGAL)

PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

As part of the reorganization of the public information policies, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary, to improve usability.
- Moved provisions regarding confidentiality based on statutes outside the Public Information Act (Government Code Chapter 552) to the policy code addressing the specific topic.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

GBAA(LLEGAL)

ACCESS TO PUBLIC INFORMATION: REQUESTS FOR INFORMATION

As part of the reorganization of the GB series, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

GRA(LLEGAL)

RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL GOVERNMENTAL AUTHORITIES

This policy has been revised to include an Education Code provision prohibiting citation of a student alleged to have committed a school offense. Family Code definitions have also been added to support existing content regarding students taken into custody.



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529	800.580.1488

Note: The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

Texas Economic Development Act

Purpose

These provisions outline the procedures the District shall use for accepting, reviewing, and considering applications and amendments to applications and/or agreements, and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

Definitions

In addition to the definitions set out in CCGB(LEGAL), the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Act” shall mean the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

“Application Fee” shall mean the nonrefundable application fee, pursuant to the application fee schedule, to be paid to the District by an applicant, determined in accordance with this policy, to cover the District’s costs incurred in the processing and consideration of the application.

“Application amendment fee” shall mean the nonrefundable fee required of an applicant or agreement holder seeking to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d).

“Application review period” shall mean the period of time during which the Board is required to consider the application. The application review period shall begin on the day the application is filed with the District and shall expire on the 151st day after the application is filed with the District, unless the application review period is extended prior to the expiration of the application review period, in which case the application review period shall include any such extension. The Board delegates to the Superintendent authority to extend the time period for reviewing the application consistent with 34 Administrative Code 9.1054(d).

“Appraisal district” shall mean each appraisal district that appraises property proposed to be subject to a limitation on appraised value.

“Comptroller” shall mean the comptroller of public accounts of the state of Texas.

“Comptroller’s rules” shall mean those rules adopted by the comptroller set forth at 34 Administrative Code, Subchapter F.

“Initial board review” shall mean the initial presentment to the District’s Board, at which the Board will determine whether to consider the application and determine whether it should be forwarded to the comptroller for the execution of the comptroller’s review and certification processes. Board action to consider an application after conducting its initial review does not commit the District in any way to the ultimate approval or enforcement of an agreement.

Filing an Application with the District

The applicant shall submit to the Superintendent three copies of each application filed under this policy. The Superintendent shall acknowledge in writing the date of the receipt of the application and application fee.

Applications shall be considered for acceptance by the Board only after the District’s receipt of the application fee established by the Board.

The completed application shall be made available to the public as required under the Texas Public Information Act. Information submitted to the District in connection with the application shall be presumed to be public information unless the applicant clearly identifies such as confidential and proprietary information.

Amending an Application

An application may be amended by an applicant at any time. In the event that an amended application is filed at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d), or to request waiver of the job requirements at any time after submittal of the original application, the applicant must submit an application amendment fee together with the proposed amended application. The Superintendent is delegated the authority to accept an amended application. Upon receipt of an amended application or supplemental information, the Superintendent shall review and forward the material to the comptroller and to each applicable appraisal district.

Application Fee Schedule

The Board finds that the application review process is complex, and the complexity is greater for larger projects, and the following application fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application:

1. ~~\$75,000~~\$75,000 for projects valued at less than \$500,000,000 in total anticipated investment;

2. \$100,000 for projects valued from ~~\$500,000,001~~\$500,000,001 to \$1,000,000,000 in total anticipated investment;
3. \$150,000 for projects valued over \$1,000,000,000 in total anticipated investment.

The application fee shall not be refundable except in the event that the application is denied after an initial Board review, as defined in this policy.

The application fee does not include any amount charged by the comptroller's office for its economic impact study, if such a fee is charged.

Application
Amendment Fee

In the event that an applicant or agreement holder seeks to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055, an application amendment fee of no less than \$25,000 and no greater than \$65,000 shall be charged. The amendment fee shall take into account the nature of the amendment and the actual time and expense required to evaluate, review, and process that amendment.

Agreement
Assignment Fee

In the event that an applicant or agreement holder seeks to assign an agreement to another entity at any time, an agreement assignment fee of \$5,000 shall be charged.

Limitation Amount

The minimum limitation amount shall be that amount set forth under Tax Code 313.027(b). However, after initial review of an application, the District may specify a greater limitation amount, as permitted under Tax Code 313.027(c).

**Processing an
Application**

Before Initial Board
Review

Upon receipt of the application in the form and format required by the comptroller [see CCGB(LEGAL) at Required Contents and Format] and the application fee, the Superintendent shall take the following actions:

1. Accept the submission of the application and send to the applicant written confirmation of receipt of the application and application fee.
2. Identify appropriate attorneys and consultants to assist the Board in completing the application review process, and schedule at the first available Board meeting, for which notice can be posted in accordance with the Texas Open Meetings Act, Board consideration of the application for initial Board review, in accordance with this policy, and Board action to retain such attorneys and consultants.

3. Ensure that conflict of interest disclosures are obtained and posted, as appropriate, in conformance with Local Government Code 171.002 (trustee interest in business entity or real property), Local Government Code 176.003 (trustee income, gifts to trustee or superintendent), Texas Local Government Code 176.006, House Bill 1295 (disclosure of interested parties), and BBFA(LEGAL).

Initial Board Review

Following the submission of an application by the applicant, the Board should conduct an initial review of the application at the first available Board meeting scheduled in accordance with the Texas Open Meetings Act. At the initial review, the Board may consider either a written or oral presentation concerning the application.

If, after the initial review, the Board is of the opinion that the application is not in the best interests of the District, the Board shall reject the application and shall return the application fee, in full, to the applicant.

As a part of conducting the initial Board review, each Trustee and the Superintendent shall be requested to publicly affirm the absence of a conflict of interest with the applicant in accordance with the provisions of BBFA(LOCAL). Thereafter, on an annual basis, each Trustee and the Superintendent shall as a part of his or her annual conflict of interest comply with disclosure requirements and list any business relationship with an applicant on the disclosure form.

Once the Board has accepted an application for consideration at the initial review, the Superintendent shall be expressly delegated the authority to accept, on behalf of the Board and the District, any amended or supplemental application submitted by the applicant for the same project prior to the comptroller's issuance of an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d).

After Initial Board Review

After the initial board review, if the Board determines to proceed with consideration of the application, and the District has received the application fee, the Superintendent shall:

1. Review the application and require the applicant, as necessary, to submit additional and/or supplementary information, including the completion of all schedules required by the comptroller's rules.
2. Determine whether the application is sufficient and direct the applicant to immediately correct deficiencies, if any.
3. File with the comptroller, in the form and format required by the comptroller, the application and all required schedules,

and documentation; proof of payment of the application fee; and written notice certifying the application review start date. The notice certifying the application review start date shall be in compliance with Acting on Completed Application in CCGB(LEGAL).

4. Accept on behalf of the Board any amendments or supplements submitted by the applicant and transmit copies to the comptroller.
5. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application recommendation or economic impact study.
6. Direct the District's webmaster to create a link from the District's website to the location on the comptroller's website where copies of applications under the Act are posted.
7. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and the Texas Education Agency (TEA) with the analyses required by the Act and the comptroller's rules.
8. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request from the applicant for an extension of the application review period.
9. In the event of a Board action to approve an extension for final action on the application, forward to the comptroller, the applicant, and each applicable appraisal district within seven days a notice of the extension.
10. Ensure that the District and the comptroller have been given draft copies of the agreement at least ten days prior to the meeting at which the Board is scheduled to consider final approval of an agreement.
11. Upon completion of Board action, if any, on the application, ensure that all required information is transmitted to the comptroller, the applicant, and each applicable appraisal district.
12. Ensure that the applicant makes all required post-approval submissions to the comptroller, or any other applicable state agency, and to the District within the required deadlines.

13. Make reasonable inquiry, when called for by the agreement, and issue a certification of the date upon which commercial operations begin at the site of the project.
14. Ensure that the District makes timely responses to requests by the comptroller or state auditor for data or records when the state auditor is conducting an audit of any agreement adopted by the District.

District Consultants Upon retention by the Board, the District's consultants, including legal counsel, shall review the application to ensure that the application documents and any other required reports include all information required by the comptroller's rules or by 34 Administrative Code 9.1054. The consultants shall simultaneously begin an analysis of the impact on District finances, any legal implications of the application, development of an appropriate revenue protection agreement, and evaluate the analyses from the comptroller and TEA on receipt.

The consultants shall be paid for their services from the application fee. The consultants shall complete their analysis within sufficient time for it to be considered by the Board in its final determination on the application.

Board Action on Application

Completed applications shall be considered for approval by the Board only after completion of the comptroller's economic impact analysis and the school facilities impact analysis required by the Act.

Public Hearing

The Board's final determination of the application shall be made only after a public hearing at which the Superintendent, the District's consultants, the applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed application.

The comptroller's certification shall be publicly disclosed at the public hearing.

The public hearing shall be scheduled at such a time that allows the Board to approve or disapprove an application before the 151st day after the application was filed with the District, unless the Superintendent or Board has previously granted an extension of this deadline.

Findings of Fact

Prior to final approval of an agreement, the Board shall deliberate and adopt such findings of fact regarding the application as are required by law, and in compliance with CCGB(LEGAL).

Adoption of Agreement

After considering the comptroller's certification and economic impact report, the information supplied by the District's consultants,

the reports and recommendations of other state agencies, and input received at the public hearing, the Board shall consider and may adopt an agreement that complies with all legal requirements, [see CCGB(LEGAL)], with the applicant, which agreement shall provide for protection from and/or compensation for any financial risks undertaken by the District in accepting the application.

If the comptroller has not certified the application, no action may be taken.

Any agreement adopted by the Board under Tax Code Chapter 313 must disclose all consideration promised in conjunction with the application and/or the limitation agreement.

Waiver of Job
Creation
Requirement

The Board may waive the new jobs creation requirement in accordance with Waiver of New Job Creation in CCGB(LEGAL).

If the applicant seeks a job waiver, the applicant shall submit to the District as part of the application or an amended application a separate, clearly marked set of documentation on which the applicant intends to rely to demonstrate that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility by the applicant.

If such a request is made other than at the time of the original application, the Board shall charge an application amendment fee, in accordance with Application Amendment Fee, above.

**Enforcement
Proceedings**

In the event that the Superintendent determines that an agreement holder has committed a material breach of the agreement with the District, the Superintendent shall provide the applicant with written notice of the facts the Superintendent believes to have caused the material breach of the agreement, as well as the cure proposed by the District, if a cure is possible.

Not later than the 90th day after sending such a notice, the Superintendent shall schedule a Board hearing, at which the agreement holder shall be given the opportunity to present to the Board any facts or arguments showing that it is not in material breach of its obligations under the agreement or that it has cured or undertaken to cure any such material breach.

After hearing from both sides, the Board shall make findings as to whether a material breach of the agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. After making its determination regarding an alleged breach, the Board shall notify the agreement holder in writing of its determination.

In the event that the Board determines that such a breach has occurred and has not been cured, the Board may commence enforcement proceedings.

Applicant Reporting Obligations

During the course of its Chapter 313 agreement with the District, the agreement holder shall designate a responsible party to the District, who shall be the primary contact person for the agreement holder. The agreement holder shall be responsible for timely making any and all reports, including but not limited to the comptroller's annual eligibility report and the biennial progress report, that are or may be required under the provisions of law or administrative regulation and that may be required to be submitted by the applicant to the comptroller under provisions of Tax Code 313. 032. The agreement holder shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation of the agreement.

An agreement holder shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the agreement and contact information for authorized representatives of any assignees;
4. All required comptroller reports;
5. Required updates to vendor conflict of interest disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the agreement.

Superintendent Responsibilities After Agreement

During the term of any agreement, the Superintendent shall ensure that all calculations, reporting, and other requirements under the agreement and Chapter 313 are completed by the District and the agreement holder. The Superintendent is authorized to engage, as desired or necessary, one or more consultants to timely fulfill the requirements. Any fees for the consultants shall be reimbursed to the District by the applicant, or, in the alternative, the consultant may send an invoice for such fees directly to the agreement holder, with a copy and proof of timely payment to be provided to the District by the agreement holder.

**Other Parties'
Access to
Information**

The Superintendent shall provide to the applicant and the District's consultants a copy of the economic impact evaluation and the facilities impact study upon receipt thereof.

The Superintendent shall direct the District's consultants to provide backup data and underlying calculations in the event that an agreement holder requests such information in connection with the calculation of any tax credit, hold harmless payment, supplemental payment or other payment charged to the agreement holder on the basis of calculations made by the consultant on the District's behalf.

**Substantive
Documents**

Unless claimed by the applicant to be confidential, the following substantive documents shall be available for public inspection:

- All sections of any application;
- All reports presented to the Board by its consultants, after presentation to the Board; and
- All resolutions, findings of fact, agreements, and any other documents adopted by the Board.

All documents required by comptroller's rules or by state law to be filed with the state of Texas shall be submitted to the comptroller within seven days of adoption.

**Applicant's Claim of
Information
Confidentiality**

If the applicant, at the time of submitting an application or any amendment or supplement thereto, requests that all or parts of the documents not be posted on the Internet and not be otherwise publicly released, then such request shall be submitted in writing, and shall comply with the requirements of CCGB(LEGAL).

Foreign Trade Zone

In the event that the District is requested to indicate its support or "non-opposition" to a proffered application to the foreign trade zones board concerning the creation of a new foreign trade zone or the expansion of an existing foreign trade zone, in accordance with the provisions of 19 U.S.C. 810(e) that is within the territorial boundaries of the District, the Board may require the proponent or operator of the foreign trade zone to enter into an agreement outlining financial and/or other appropriate terms relating to the District's support for the foreign trade zone request.

In negotiating such agreement, the District may engage attorneys and/or appropriate consultants to advise them in the review of the foreign trade zone application. The foreign trade zone proponent or operator shall reimburse the District for all necessary and reasonable legal, consulting, or other professional fees incurred by the District in connection with review of the foreign trade zone request and the negotiation and drafting of an appropriate agreement.

**Capitalization
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

**Integrated Pest
Management
Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time
Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized
Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

INSURANCE AND ANNUITIES MANAGEMENT
UNEMPLOYMENT INSURANCE

CRF
(LOCAL)

**Reasonable
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

FACILITIES CONSTRUCTION
COMPETITIVE BIDDING

CVA
(LOCAL)

Specifications

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

Bid Process

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

Safety Record

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION
COMPETITIVE SEALED PROPOSALS

CVB
(LOCAL)

Specifications

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

Process

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal
Acceptance

The District may reject any and all proposals.

Safety Record

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA]- The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~ semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.

~~Mid-Year~~ Midyear
Pay Increases

Contract
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]

Noncontract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools].]

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Premium Pay
During Disasters

Nonexempt employees who are required to work ~~during to mitigate the reason for~~ an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. ~~All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.~~

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent ~~or designee~~ shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

Persons Age 21 and Over	The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.
Registration Forms	The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.
Proof of Residency	At the time of initial registration and on an annual basis thereafter In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.
Minor Living Apart	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.
Nonresident Student in Grandparent's After-School Care	The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent. The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all 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).]

Note: This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Minimum Standards

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, 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 bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
Notice of Report	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
Prohibited Conduct	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
Investigation of Report	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
Concluding the Investigation	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
Notice to Parents	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	<p>A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.</p> <p>The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.</p>
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether 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 bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
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.
Appeal	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
Records Retention	Retention of records shall be in accordance with CPC(LOCAL).
Access to Policy and Procedures	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 shall be readily available at each campus and the District's administrative offices.

**XII. CONSIDER AND APPROVE LOCAL POLICY CLA(LOCAL) -
BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
SECURITY**

Exterior Doors

The District shall ensure that exterior doors of all instructional facilities are closed and locked, such that visitors can only enter a facility through primary entrances. An employee who enters or exits an instructional facility shall ensure that exterior doors close securely and lock.

~~Classroom Doors~~

~~Each District employee who is assigned to a classroom shall ensure that classroom doors are closed and locked during instruction. An employee may unlock the door to allow for authorized ingress and egress, for example, for a student to leave the classroom for an office referral or to use the restroom. An employee's failure to adhere to this policy and related administrative regulations shall result in immediate disciplinary action by the Superintendent [see DH(LOCAL), Exterior and Classroom Doors].~~

Safety Rules

The board may adopt rules for the safety and welfare of students, employees, and property and other rules it considers necessary to carry out Education Code Chapter 37, Subchapter D (Protection of Buildings and Grounds) and the governance of the district, including rules providing for the operation and parking of vehicles on school property. *Education Code 37.102(a)* [See also CLC]

Identification and Right to Reject

Identification may be required of any person on school property. A school administrator, school resource officer, or district peace officer may refuse to allow a person to enter on or may eject a person from property under the district's control in accordance with Education Code 37.105. *Education Code 37.105(a), (b)* [See GKA]

Human Trafficking Warning Signs

Each public school shall post warning signs of the increased penalties for trafficking of persons under Penal Code 20A.02(b-1)(2) at the following locations:

1. Parallel to and along the exterior boundaries of the school's premises;
2. At each roadway or other way of access to the premises;
3. For premises not fenced, at least every five hundred feet along the exterior boundaries of the premises;
4. At each entrance to the premises; and
5. At conspicuous places reasonably likely to be viewed by all persons entering the premises.

Education Code 37.086(b)

"Premises" means real property and all buildings and appurtenances pertaining to the real property. *Health and Safety Code 481.134; Education Code 37.086(a)(1)*

- XIII. PRESENTATION OF 2023-2024 STUDENT HANDBOOK**
- XIV. CONSIDER AND APPROVE THE 2023-2024 STUDENT CODE OF CONDUCT**
- XV. CONSIDER AND APPROVE CONSENT AGENDA ITEMS**
 - A. Minutes of Previous Board Meeting

Regular Board Meeting

MINUTES

07/17/2023

6:00 p.m.

Present: Aslone Foy, Tom Sutton, Jim Longbotham, Jason Milstead, Stephen Bradley, Angela Crane, Bridgett Jackson-Tatum.

Others: Anthony Figueroa, Teresa Battrick, Jerry Bomar, Melissa Smith, Deana Rand, Jackie Ancelet, Chris Hines, Wesley McDaniel, Bonnie Bomar, Kelley Young, Alex Cannon, Evan Ditmore, Kristen Curry, Erica Ginaven, Cindy Ensminger, Marcus McGruder, Eva Vincent, James Vincent, Emily Vincent, Glynnis Adams, Raymond Adams, Madelyn Adams, Collin Anderson, Melanie Anderson.

Aslone Foy called the meeting to order at 6:00 p.m.

Jim Longbotham led the Invocation.

The Pledges to the Flags were recited.

Tom Sutton read the District Mission Statement.

There were no public comments.

Wesley McDaniel and Chris Hines with Ideal Impact presented information on the company and energy savings. Ideal Impact expanded the company eight years ago to public schools. There's no money upfront. Discussed reducing humidity and the impact on energy output, billing analysis, demand, top 15 minutes, 4CP, and humidity goals between 35% to 50% range, basic savings, and committed savings. If savings don't meet 80%, they will write the district a check for the difference. The payoff is approximately 2 years, 8 months, and no one has gone over 6 years. Discussed equipment, humidity, temperatures, improvement to HVAC (113 pieces of HVAC equipment), zoning, customizing ideal campus optimizer (patent approved), more rooms than equipment, and more events than rooms. Discussed campus optimizer, training, and in-service to staff for home energy. Discussed service agreement.

Consent Agenda: Motion by Tom Sutton, second by Jim Longbotham, to approve the consent agenda as presented. Motion carried unanimously.

1. Minutes of Previous Board Meeting
2. Budget Report and Amendments
3. 2023-2024 Meal Prices
4. 2023-2024 Brazos Valley Regional Day School Program for the Deaf Shared Services Arrangement
5. 2023-2024 T-TESS Appraisers
6. Texas Education Agency (TEA) Waivers
7. Purchase of Attendance Credit Agreement with TEA
8. Kitchen Equipment Purchases
9. Donation(s)

Anthony Figueroa presented the DAEP agreement with Mart Independent School District. The agreement includes five spots for Mart ISD. Mart ISD's hours will be after ours start and before we release. Dr. Lisa Rogers will be in DAEP. Reviewed days, hours, dress code, and impulse control program. Motion by Angela Crane, second by Tom Sutton, to approve the Interlocal Cooperative DAEP Agreement with Mart ISD. Voting For: Aslone Foy, Tom Sutton, Jim Longbotham, Jason Milstead, Angela Crane, Bridget Jackson-Tatum. Voting Against: Stephen Bradley.

Deana Rand presented the 2023-2024 Employee Handbook.

Motion by Stephen Bradley, second by Jim Longbotham, to approve the first reading of (LOCAL) policies offered by TASB Policy Service for Update 121. Motion carried unanimously.

Motion by Stephen Bradley, second by Jason Milstead, to approve Board Policy CDA(LOCAL) as presented. Motion carried unanimously.

Motion by Tom Sutton, second by Stephen Bradley, to approve the resolution adopting and review of investment policy as presented. Motion carried unanimously.

Entered Executive Session: 6:55 p.m.

Reconvened: 9:45 p.m.

(Level III GF(LOCAL) Public Complaints, A) Motion by Bridgett Jackson-Tatum, second by Jason Milstead, to continue to uphold the previous decision not to allow any current or future unenrolled students to participate in any Groesbeck Independent School District UIL activities. And that is in regard to our first complaint with the Andersons. Motion carried unanimously.

(Level III GF(LOCAL) Public Complaints, B) Motion by Bridgett Jackson-Tatum, second by Angela Crane, on Grievance B, to continue to uphold the previous decision not to allow any current or future unenrolled students to participate in any Groesbeck Independent School District UIL activities. Motion carried unanimously.

Motion by Bridgett Jackson-Tatum, second by Stephen Bradley, to approve personnel as presented. Motion carried unanimously.

Anthony Figueroa updated the board on staffing needs, email regarding Board Goals, DIP, CIP, Strategy Plans, and the 2024 Summer Leadership Institute.

Aslone Foy reminded board members of the district's convocation.

Motion by Tom Sutton, second by Jim Longbotham, to adjourn. Motion carried

Adjourned: 9:45 p.m.

Aslone Foy, Board President

Bridgett Jackson-Tatum, Secretary

August 14, 2023
Date Approved

B. Budget Report and Amendments

Board Report
 Recap Comparison of Revenue to Budget
 Groesbeck ISD
 As of July

	EstimatedRevenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
199 / 3 GENERAL FUND	16,909,628.25	-234,860.57	-16,226,244.44	683,383.81	95.96%
211 / 3 TITLE I, PART A	462,999.00	-2,561.10	-444,377.24	18,621.76	95.98%
224 / 3 IDEA - PART B, FORMULA	381,440.00	-25,869.56	-362,103.56	19,336.44	94.93%
225 / 3 IDEA - PART B, PRESCHOOL	7,482.00	.00	-7,482.00	.00	100.00%
240 / 3 FOOD SERVICE	1,025,134.78	-4,872.23	-994,589.89	30,544.89	97.02%
244 / 3 CAREER & TECHNICAL	19,900.00	-294.30	-19,885.54	14.46	99.93%
255 / 3 TITLE II, PART A	73,571.00	-14,180.56	-50,526.52	23,044.48	68.68%
265 / 3 TITLE IV, PART B	100,000.00	.00	-62,187.48	37,812.52	62.19%
266 / 3 ESSER GRANT	.00	.00	.00	.00	.00%
270 / 3 TITLE VI, PART B	53,716.00	-2,270.59	-24,629.74	29,086.26	45.85%
276 / 3 INSTRUCTIONAL CONTINUITY	.00	.00	.00	.00	.00%
289 / 3 FEDERALLY FUNDED	43,885.00	-2,500.00	-11,700.00	32,185.00	26.66%
410 / 3 IMA/TEXTBOOK	1,333.24	.00	.00	1,333.24	.00%
429 / 3 STATE FUNDED	941,901.97	-197,468.29	-541,378.89	400,523.08	57.48%
511 / 3 DEBT SERVICE	3,091,411.00	-20,217.77	-3,245,565.84	-154,154.84	104.99%
829 / 3 TRUST & AGENCY FUND	.00	-1,500.75	-9,898.64	-9,898.64	.00%
863 / 3 PAYROLL CLEARING	.00	.00	-55.39	-55.39	.00%
Total 5000 Revenues	22,962,402.24	-506,595.72	-21,983,705.17	978,697.07	95.74%
Total 7000 Revenues	150,000.00	.00	-16,920.00	133,080.00	11.28%
Total Revenues	23,112,402.24	-506,595.72	-22,000,625.17	1,111,777.07	107.02%

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 3 GENERAL FUND	-17,291,628.25	240,319.59	15,717,640.11	439,538.93	-1,333,668.55	90.90%
211 / 3 TITLE I, PART A	-462,999.00	.00	444,931.43	554.19	-18,067.57	96.10%
224 / 3 IDEA - PART B, FORMULA	-381,440.00	1,310.00	372,992.34	10,888.78	-7,137.66	97.79%
225 / 3 IDEA - PART B, PRESCHOOL	-7,482.00	.00	7,482.00	.00	.00	100.00%
240 / 3 FOOD SERVICE	-1,025,134.78	9,562.11	874,033.22	13,517.07	-141,539.45	85.26%
244 / 3 CAREER & TECHNICAL	-19,900.00	.00	19,885.54	.00	-14.46	99.93%
255 / 3 TITLE II, PART A	-73,571.00	2,105.75	53,756.58	3,230.06	-17,708.67	73.07%
265 / 3 TITLE IV, PART B	-100,000.00	.00	95,020.44	15,755.33	-4,979.56	95.02%
266 / 3 ESSER GRANT	.00	.00	.00	.00	.00	.00%
270 / 3 TITLE VI, PART B	-53,716.00	.00	24,629.74	.00	-29,086.26	45.85%
276 / 3 INSTRUCTIONAL CONTINUITY	.00	.00	.00	.00	.00	.00%
289 / 3 FEDERALLY FUNDED	-43,885.00	2,202.00	41,683.00	29,983.00	.00	94.98%
410 / 3 IMA/TEXTBOOK	-1,333.24	.00	.00	.00	-1,333.24	-.00%
429 / 3 STATE FUNDED	-1,064,791.97	47,327.52	556,552.15	16,008.27	-460,912.30	52.27%
511 / 3 DEBT SERVICE	-4,250,669.00	.00	4,257,268.50	79,650.00	6,599.50	100.16%
829 / 3 TRUST & AGENCY FUND	.00	.00	8,400.63	3,100.00	8,400.63	.00%
Total 6000 Expenditures	-24,626,550.24	302,826.97	22,474,275.68	612,225.63	-1,849,447.59	91.26%
Total 8000 Expenditures	-150,000.00	.00	.00	.00	-150,000.00	-.00%
Total Expenditures	-24,776,550.24	302,826.97	22,474,275.68	612,225.63	-1,999,447.59	91.26%

End of Report

**GROESBECK INDEPENDENT SCHOOL DISTRICT
BUDGET CHANGE REQUEST**

DATE: July 26, 2023

FUND	FUNC	CLASS/ OBJ	SUB OBJ	ORG	YR	PIC	LC	PROJ	DESCRIPTION		INCREASE DECREASE	NEW BUDGET AMOUNT
511-71-6521-00-999-3-99-000									INTEREST ON BONDS		+6349.50	
511-71-6599-00-999-3-99-000									OTHER DEBT SERVICE FEES		+250.00	
511-00-3700-00-000-3-00-000									FUND BALANCE		-6559.50	

Comments:
 BUDGET AMENDMENT TO DEBT SERVICE. ENTRY NEEDED TO FINALIZE FY 2023 PAYMENTS TO BOND DEBT.
Melinda Smith

 PRINCIPAL/DIRECTOR'S APPROVAL DATE

 SUPERINTENDENT'S APPROVAL DATE

 BOARD APPROVAL DATE

GROESBECK INDEPENDENT SCHOOL DISTRICT BUDGET CHANGE REQUEST

DATE: Aug 11, 2023

FUND	FUNC	CLASS/ OBJ	SUB OBJ	ORG	YR	PIC	LC	PROJ	DESCRIPTION	INCREASE DECREASE	NEW BUDGET AMOUNT
199-52-66XX-XX-XXX-3-99-000									SECURITY UPGRADES	-43,528.00	
199-36-6119-00-042-3-91-000									ATHLETIC SALARIES	+43,528.00	
Comments:											
NEAR END OF YEAR BUDGET AMENDMENT											
<i>Malinda Smith</i>											

PRINCIPAL/DIRECTOR'S APPROVAL _____ DATE _____ SUPERINTENDENT'S APPROVAL _____ DATE _____ BOARD APPROVAL _____ DATE _____

C. Quarterly Investment Report



Groesbeck Independent School District

Quarterly Investment Report

For the Quarter Ended

May 31, 2023

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the Groesbeck Independent School District is in compliance with the Public Funds Investment Act and the District's Investment Policy.



Anthony Figueroa, Superintendent, Investment Officer



Melissa Smith, Investment Officer

Disclaimer: These reports were compiled using information provided by Groesbeck Independent School District. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	February 28, 2023			May 31, 2023		
	Book Value	Market Value	Ave. Yield	Book Value	Market Value	Ave. Yield
Pools/DDA/MMA	\$ 3,421,880	\$ 3,421,880	4.90%	\$ 7,839,560	\$ 7,839,560	4.90%
Securities/CDS	1,019,575	1,019,575	2.94%	1,027,054	1,027,054	2.94%
Totals	\$ 4,441,455	\$ 4,441,455		\$ 8,866,615	\$ 8,866,615	4.67%

Average Quarterly Yield (1)

Total Portfolio	4.67%
Rolling Three Month Treasury	5.09%
Rolling Six Month Treasury	4.97%
TexPool	5.00%

Average Quarter-End Yields - Fiscal YTD

Total Portfolio	3.48%
Rolling Three Month Treasury	4.52%
Rolling Six Month Treasury	4.35%
TexPool	4.37%

Interest Earnings (Approximate)

Quarter Interest Earnings	\$108,615
Year-to-Date Interest Earnings	\$178,796

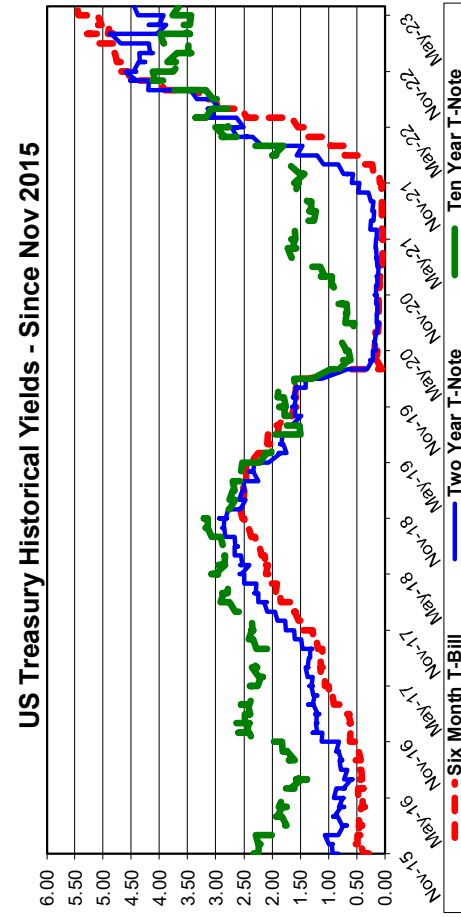
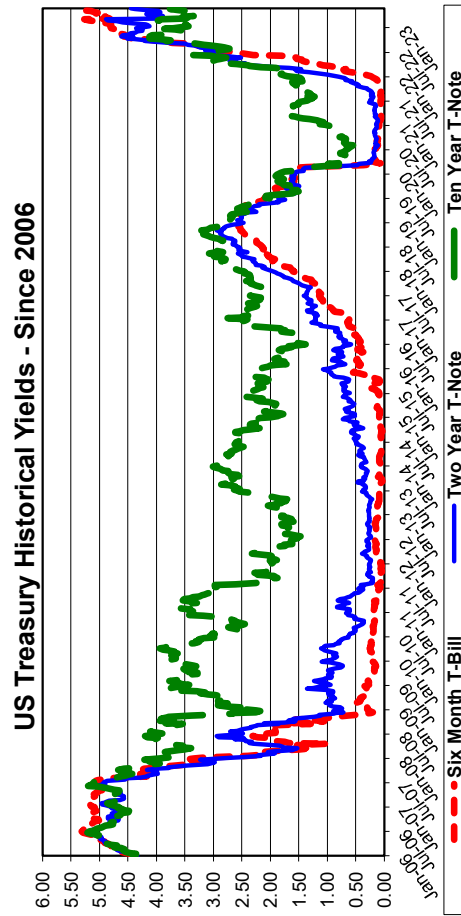
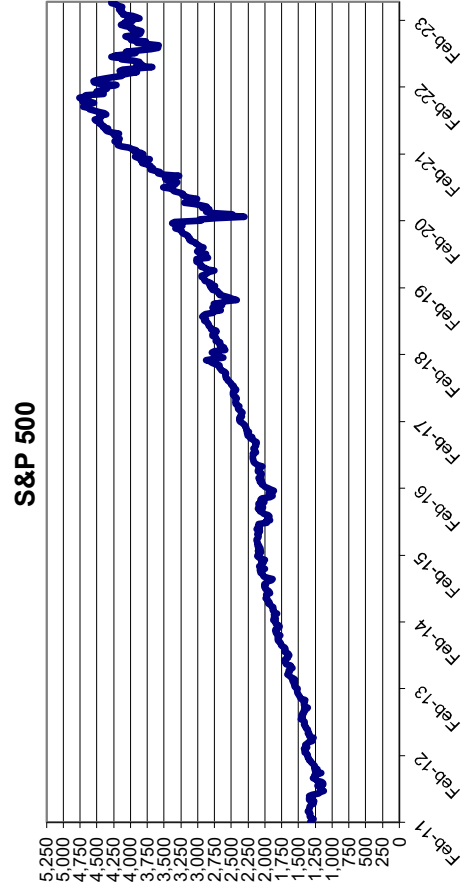
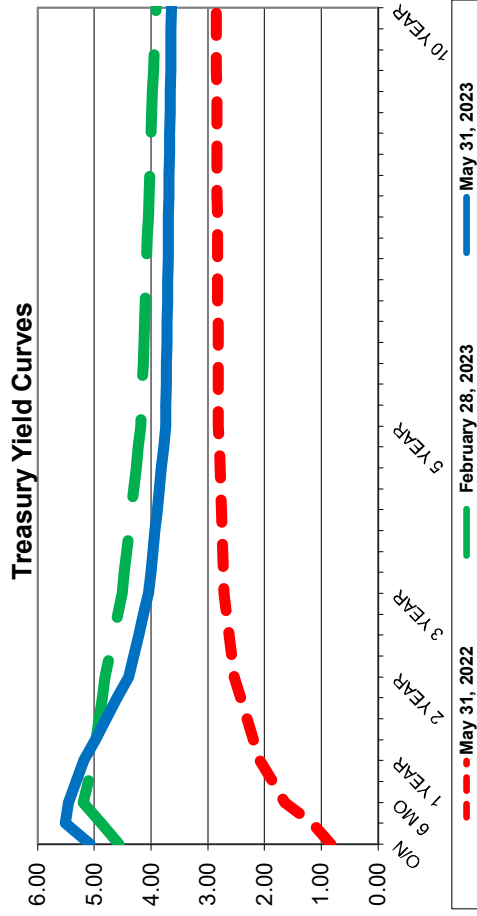
(1) **Average Quarter Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Average Quarter-End Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

5/31/2023

The Federal Open Market Committee (FOMC) raised the Fed Funds target range 0.25% to 5.00% - 5.25% May 3rd (Effective Fed Funds are trading +/-5.07%). A pause is anticipated after the June 13-14 meeting, but a possible increase now expected July 26th. First quarter 2023 GDP (Second Estimate) increased slightly to 1.3% (from 1.1%). May Non-Farm Payroll added 339k new jobs exceeding the 195k projection. The three month average increased to 283k. The S&P Stock Index continues moderate increases, trading +/-4,200. The Debt Ceiling compromise averted major chaos. The yield curve rose from last month but remains steeply inverted with the expectation of future FOMC rate decreases. Crude Oil continues at +/- \$70 per barrel. Inflation is still over the FOMC 2% target (Core PCE +/-4.7% and CPI +/-5.5%). There is concern China's economy may be slowing.



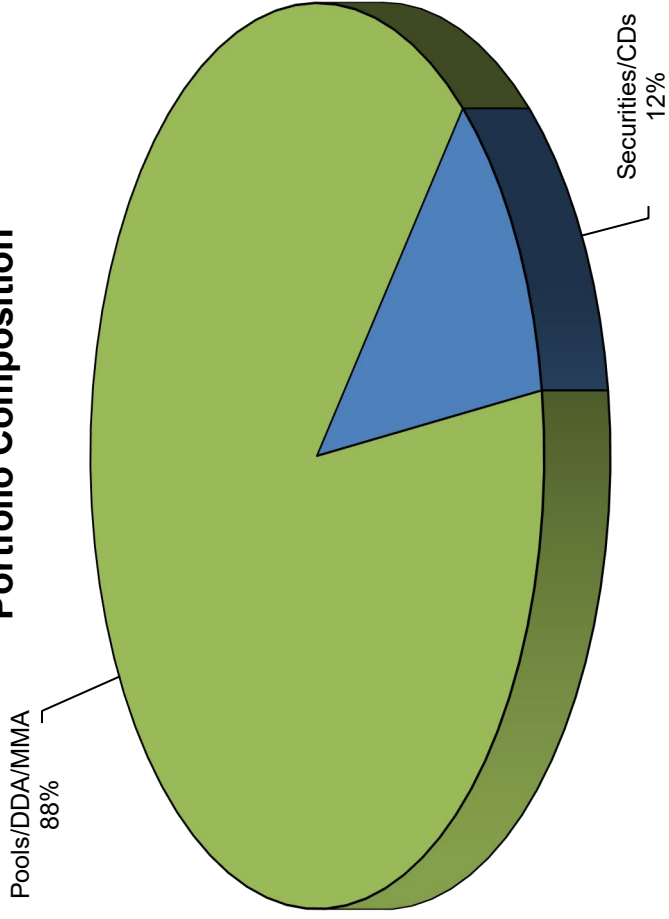
**Investment Holdings
May 31, 2023**

Description	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Purchase Price	Book Value	Market Price	Market Value	Life (days)	Yield
Citizen's State Bank Checking	0.00%	06/01/23	05/31/23	\$ 343,000	1.00	\$ 343,000	1.00	\$ 343,000	1	0.00%
Citizen's State Bank MMA	3.85%	06/01/23	05/31/23	101,083	1.00	101,083	1.00	101,083	1	3.85%
TexPool LGIP	5.00%	06/01/23	05/31/23	3,321,291	1.00	3,321,291	1.00	3,321,291	1	5.00%
InterBank Cash Mgt	5.35%	06/01/23	05/31/23	250,105	1.00	250,105	1.00	250,105	1	5.35%
InterBank ICS MMA	5.25%	06/01/23	05/31/23	3,824,082	1.00	3,824,082	1.00	3,824,082	1	5.25%
East West Bank CD	2.90%	06/30/23	06/30/22	1,027,054	100.00	1,027,054	100.00	1,027,054	30	2.94%
				<u>\$ 8,866,615</u>		<u>\$ 8,866,615</u>		<u>\$ 8,866,615</u>	<u>4</u>	<u>4.67%</u>
									(1)	(2)

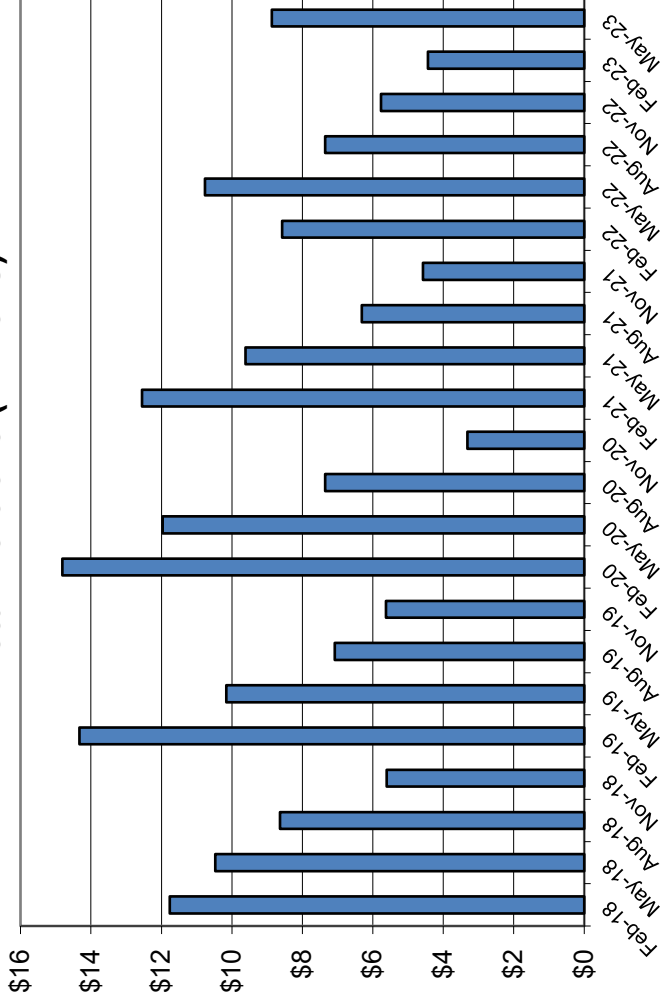
(1) **Weighted average life** - For purposes of calculating weighted average life, Bank Deposit, Local Government Investment Pool, and Money Market Mutual Fund investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - For purposes of calculating weighted average yield to maturity, realized and unrealized gains/losses, and Investment Advisor fees are not considered.

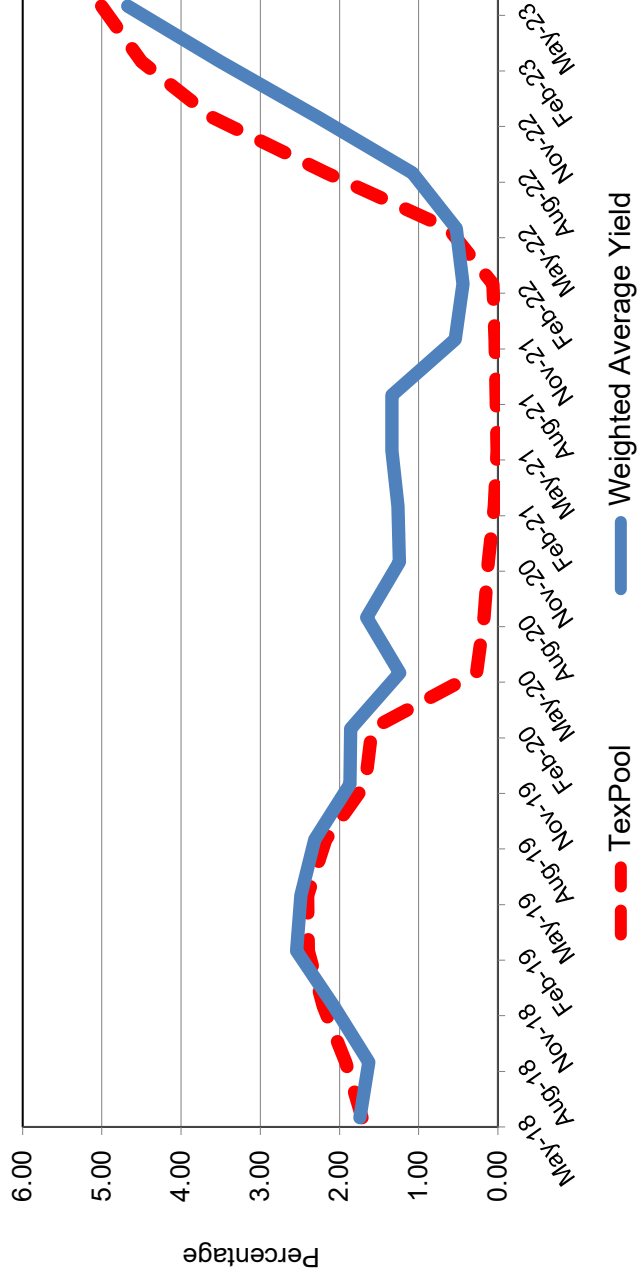
Portfolio Composition



Total Portfolio (Millions)



Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 02/28/23	Increases	Decreases	Book Value 05/31/23	Market Value 02/28/23	Change in Market Value	Market Value 05/31/23
Citizen's State Bank	0.00%	06/01/23	\$ 164,641	\$ 178,359	\$ -	\$ 343,000	\$ 164,641	\$ 178,359	\$ 343,000
Citizen's State Bank	3.85%	06/01/23	3,231,510	-	(3,130,427)	101,083	3,231,510	(3,130,427)	101,083
TexPool	5.00%	06/01/23	-	3,321,291	-	3,321,291	-	3,321,291	3,321,291
InterBank	5.35%	06/01/23	25,729	224,376	-	250,105	25,729	224,376	250,105
InterBank ICS	5.25%	06/01/23	-	3,824,082	-	3,824,082	-	3,824,082	3,824,082
East West Bank	2.90%	06/30/23	1,019,575	7,480	-	1,027,054	1,019,575	7,480	1,027,054
TOTAL / AVERAGE	4.67%		\$ 4,441,455	\$ 7,555,587	\$ (3,130,427)	\$ 8,866,615	\$ 4,441,455	\$ 4,425,160	\$ 8,866,615

**Book & Market Value Allocated by Fund
May 31, 2023**

	Description/ Maturity	Total	General Operating	Debt Service	Activity Fund	Scholarship Trust
Citizen's State Bank	Checking	\$ 343,000	\$ 248,252	\$ -	\$ 85,615	\$ 9,133
Citizen's State Bank	MMA	101,083	101,083	-	-	-
TexPool	LGIP	3,321,291	1,809,371	1,511,920	-	-
InterBank	Cash Mgt	250,105	250,105	-	-	-
InterBank ICS	MMA	3,824,082	3,824,082	-	-	-
East West Bank	CD	1,027,054	1,027,054	-	-	-
		\$ 8,866,615	\$ 7,259,947	\$ 1,511,920	\$ 85,615	\$ 9,133

Book & Market Value Allocated by Fund
February 28, 2023

	Description/ Maturity	Total	General Operating	Activity Fund	Scholarship Trust
Citizen's State Bank	Checking	\$ 164,641	\$ 79,744	\$ 82,865	\$ 2,032
Citizen's State Bank	MMA	3,231,510	3,231,510	-	-
InterBank	Cash Mgt	25,729	25,729	-	-
East West Bank	CD	1,019,575	1,019,575	-	-
		\$ 4,441,455	\$ 4,356,558	\$ 82,865	\$ 2,032

D. Memorandum of Understanding Between the HHSC and GISD for Provision of a Volunteer Station for the Foster Grandparent Program

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
HEALTH & HUMAN SERVICES COMMISSION
AND
GROESBECK INDEPENDENT SCHOOL DISTRICT
FOR
PROVISION OF A VOLUNTEER STATION
FOR
THE FOSTER GRANDPARENT PROGRAM**

Pursuant to the provisions of Title 45, Subtitle B, Chapter XXV, Part 2552, §2552.23 of the Code of Federal Regulations, this Memorandum of Understanding (the “**MOU**”) is entered into between the HEALTH AND HUMAN SERVICES COMMISSION (“**HHSC**” or the “**SPONSOR**”), an administrative agency within the executive department of the State of Texas, with its central office at 4601 W. Guadalupe Street, Austin Texas, 78751 and the Groesbeck Independent School District (“**VS**”) having an office at 1202 N. Ellis, Groesbeck, TX 76642, for the purpose of providing a volunteer station (VS). HHSC and VS may be referred to in this agreement individually as a “Party,” or collectively as the “Parties.”

I. BACKGROUND AND PURPOSE

The Foster Grandparent Program (“**FGP**” or the “program”) serves a dual purpose in that it provides income-eligible adults, age 55 and older, with meaningful volunteer opportunities, while also meeting critical community needs by serving children with special and exceptional needs. The VS is a public agency, non-profit organization or proprietary health care organization that accepts the responsibility for assignment and supervision of Foster Grandparents in health, education, social service or related settings, such as hospitals, homes for dependent and neglected children or similar establishments.

II. STATEMENT OF SERVICES TO BE PROVIDED

a) **HHSC Statement of Duties:**

HHSC, in support of the volunteers in the FGP, will:

- i) Recruit, interview, select, and enroll volunteers in the program. The volunteers will meet the criteria in Title 45, Subtitle B, Chapter XXV, Part. 2552, Subpart D, for enrollment in the program;
- ii) Unless otherwise specified in this MOU, conduct and document a criminal history check for all Foster Grandparents in accordance with the requirements established for a National Service Criminal History Check by the Corporation for National and Community Service;
- iii) Provide accident and liability insurance coverage as required by the program, including excess automobile liability insurance for Foster Grandparents who drive in connection

with their service. Foster Grandparents are not covered by worker's compensation coverage;

- iv) Be responsible for the management and fiscal control of the program;
- v) Provide orientation to volunteers and provide in-service training on an on-going basis;
- vi) Provide orientation to VS staff; and
- vii) Provide additional Foster Grandparents at the request of the VS, if available.
- viii) Conduct an annual appraisal of the volunteer's performance and an annual review of their income eligibility.

b) VS Statement of Duties:

VS, in support of the FGP, will:

- i) Develop a written volunteer assignment plan that:
 - (a) is approved by the Sponsor and accepted by the Foster Grandparent;
 - (b) identifies the child(ren) to be served with enough identifying information that the Foster Grandparent is informed of their service assignment; this may be a group (ex. children ages 8-12 in summer camp) or an individual child and;
 - (c) identifies the role and activities of the Foster Grandparent and the expected outcomes for the child(ren);
 - (d) addresses the period of time each child should receive such services;
 - (e) will be used to review the impact of the assignment of the child(ren).

This Assignment Plan will be signed by the VS liaison and the Foster Grandparent and will be used to review the Foster Grandparent's services. The volunteer assignments shall result in person-to-person supportive relationships.

- ii) Assure adequate health and safety provisions for the protection of volunteers.
- iii) Investigate incidents, accidents and injuries involving volunteers and notify the FGP on a timely basis.
- iv) Assign children with designated special or exceptional needs or who are in circumstances that limit their academic, social, or emotional development, and who are less than 21 years of age to each volunteer.
- v) Provide site specific orientation and training to the volunteers.
- vi) Keep detailed records and prepare reports as required by Sponsor. At a minimum, records shall verify the number of children who were served, that the child(ren) were eligible under the FGP rules, the number of hours served and activities conducted by the Foster Grandparent, and the benefits the child(ren) served received. Records and reports shall be provided to Sponsor upon request.
- vii) Ensure that Foster Grandparents serve in a volunteer capacity. VS will verify that Foster Grandparents will not: displace nor replace paid or contracted employees, relieve staff of

their routine duties or infringe upon the site supervisor's supervisory role with the children.

- viii) Designate a staff member to oversee and ensure supervision of Foster Grandparents at all times while they are performing as volunteers and not leave the Foster Grandparent alone with children.
- ix) Ensure the Foster Grandparent volunteers undergo the same screening processes required of other volunteers at the VS. VS shall not charge HHSC or the Foster Grandparent volunteer for the cost of any screening requirements associated with the site's policies or licensure.
- x) Provide confidentiality training for all Foster Grandparents in accordance with VS policies and procedures (e.g., school districts will provide confidentiality training in accordance with State education laws, rules and regulations, Federal Regulations and statutes, including the Buckley and Hatch Amendments).
- xi) Provide a daily schedule of activities for the Foster Grandparents and designate space, including reasonable accommodation, as needed, for volunteers with disabilities for use in their activities with their assigned children.
- xii) Periodically review each child's continuing need for a Foster Grandparent and recommend phase-out or reassignment of the assigned Foster Grandparent, as necessary.
- xiii) For in-home assignments, VS will obtain a Letter of Agreement signed by the person or persons legally responsible for the child services, the VS liaison, and the FGP liaison authorizing the assignment of a Foster Grandparent in the child's home, defining the Foster Grandparent's activities, and specifying supervisory arrangements. In-home assignments must be pre-approved in writing by HHSC.
- xiv) Maintain any license, or other certifications, where required by the appropriate state or local government.

III. CIVIL RIGHTS

The VS agrees to comply with state and federal anti-discrimination laws, including without limitation:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d et seq.);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.);
- Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
- Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
- Food and Nutrition Act of 2008 (7 U.S.C. §2011, et seq.);
- National and Community Service Act of 1990 (42 U.S.C. § 12501, et seq.), and
- The HHSC's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

- a) The VS agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin (including individuals with limited English proficiency), gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.
- b) The VS agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80, 7 C.F.R. Part 15 or 45 C.F.R. Part 1230, prohibiting the VS from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of people in its programs, benefits, or activities on the basis of national origin. The VS agrees to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English.
- c) The VS agrees to ensure that its policies do not have the effect of excluding or limiting the participation of persons in its programs, benefits, and activities on the basis of national origin.
- d) The VS agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- e) The VS agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights. The posters are available on the HHS website at:
<https://hhs.texas.gov/about-hhs/your-rights/civil-rights-office/civil-rights-posters>
- f) The VS agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not, in providing services, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- g) Upon request, the VS will provide the HHSC's Civil Rights Office with copies of all VS's civil rights policies and procedures.
- h) The VS must notify the HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313
Fax: (512) 438-5885.

IV. PROVISION OF MEALS

At the discretion of the VS, meals may be provided to support the FGP. Meals, if provided, will be at no-cost to the Foster Grandparent or HHSC. Please indicate by placing an “X” next to the applicable statement.

Yes, meals will be provided to the Foster Grandparents.

No, meals will not be provided to the Foster Grandparents.

The VS must notify HHSC thirty (30) calendar days in advance of discontinuing the provision of meals.

V. PRIVACY, SECURITY AND BREACH NOTIFICATION

a) HHS Confidential Information

- i) **“Breach”** means the acquisition, access, use, or disclosure of Confidential Information in an unauthorized manner which compromises the security or privacy of the Confidential Information.
- ii) **“HHSC Confidential Information”** means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) provided to or made available to VS electronically or through any other means that consists of or includes any or all of the following:
 - a) Protected Health Information in any form including without limitation, Electronic Protected Health Information or Unsecured Protected Health Information (as these terms are defined in 45 C.F.R. §160.103);
 - b) Sensitive Personal Information defined by Texas Business and Commerce Code Chapter 521;
 - c) Federal Tax Information (as defined in Internal Revenue Service Publication 1075);
 - d) Personal Identifying Information (as defined in Texas Business and Commerce Code Chapter 521);
 - e) Social Security Administration Data (defined as information received from a Social Security Administration federal agency system of records), including, without limitation, Medicare or Medicaid information (defined as information relating to an applicant or recipient of Medicare or Medicaid benefits);
 - f) Substance Use Disorder Treatment Records (as defined in 42 C.F.R. Part 2).
 - g) Education Records (as defined in the Family Educational Rights and Privacy Act (*FERPA*) (20 U.S.C. § 1232g; 34 CFR Part 99)
 - h) All information designated as confidential under the constitution and laws of the State of Texas and of the United States, including the Texas Health & Safety Code and the Texas Public Information Act, Texas Government Code, Chapter 552.

- iii) Any HHSC Confidential Information received by VS under this MOU may be disclosed only in accordance with applicable law and as authorized in this MOU. By signing this MOU, VS certifies that it is and intends to remain for the term of this MOU, in compliance with all applicable state and federal laws and regulations with respect to privacy, security, and breach notification, including without limitation the following:
- a) Title 5 United States Code (USC) Part I, Chapter 5, Subchapter II, Section 552a, Records Maintained on Individuals, The Privacy Act of 1974, as amended by the Computer Matching and Privacy Protection Act of 1988;
 - b) Title 26 USC, Internal Revenue Code,
 - c) Title 42 USC Chapter 7, Subchapter XI, Part C, Administrative Simplification, the relevant portions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA);
 - d) Title 42 USC Chapter 7, the relevant portions of the Social Security Act;
 - e) Title 42 USC Chapter I, Subchapter A, Part 2, Confidentiality of Substance Use Disorder Patient Records
 - f) Title 45 Code of Federal Regulations (CFR) Chapter A, Subchapter C, Part 160, General Administrative Requirements
 - g) Title 45 CFR Chapter A Subchapter C, Parts 160, 162 and 164, Security and Privacy;
 - h) 20 U.S.C. § 1232g; 34 CFR Part 99 (Family Educational Rights and Privacy Act (*FERPA*));
 - i) Internal Revenue Service Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information;
 - j) Office of Management and Budget Memorandum 17-12, Preparing for and Responding to a Breach of Personally Identifiable Information;
 - k) Texas Business and Commerce Code Title 11, Subtitle B, Chapter 521 Unauthorized Use of Identifying Information;
 - l) Texas Government Code, Title, 5, Subtitle A, Chapter 552, Public Information, as applicable,
 - m) Texas Health and Safety Code, Title 2, Subtitle D, Chapter 81, Section 81.006, Funds
 - n) Texas Health and Safety Code Title 2, Subtitle I, Chapter 181, Medical Records Privacy;
 - o) Texas Health and Safety Code Title 7, Subtitle E, Chapter 611, Mental Health Records;
 - p) Texas Human Resources Code, Title 2, Subtitle A, Chapter 12, Section 12.003, Disclosure of Information Prohibited;
 - q) Texas Occupations Code, Title 3, Health Professions, as applicable;
 - r) Constitutional and common law privacy; and
 - s) Any other applicable law controlling the release of information created or obtained in the course of providing the services described in this MOU.
- iv) VS further certifies that it will comply with all amendments, regulations, and guidance relating to those laws, to the extent applicable.

v) **Cybersecurity Training**

All of VS's authorized users, workforce and subcontractors with access to a state computer system or database will complete a cybersecurity training program certified under Texas Government Code, Title 10, Subtitle B, Chapter 2054, Section 2054.5192, Cybersecurity Training Required: Certain State Contractors, by the Texas Department of Information Resources.

vi) **Business Associate Agreement**

VS will ensure that any subcontractor who has access to HHSC Confidential Information will sign a HIPAA-compliant Business Associate Agreement. VS must maintain the Business Associate Agreements on file and available for review by HHSC upon request.

vii) **Incident Notice, Reporting and Mitigation**

VS's obligation begins at discovery of any unauthorized disclosure of Confidential Information or any privacy or security incident that may compromise Confidential Information. "Incident" is defined as an attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. VS's obligation continues until all effects of the Incident are resolved to HHSC's satisfaction, hereafter referred to as the "Incident Response Period".

viii) **Notification to HHSC.**

a) VS must notify HHSC within the timeframes set forth in Section (c) below.

b) VS must require that its subcontractors and contractors take the necessary steps to assure that VS can comply with all of the following Incident notice requirements.

i) Incident Notice:

a) Initial Notice.

Within twenty-four (24) hours of discovery, or in a timeframe otherwise approved by HHSC in writing, VS must preliminarily report on the occurrence of an Incident to the HHSC Privacy and Security Officers via email at: privacy@HHSC.state.tx.us.

This initial notice must, at a minimum, contain:

(i) all information reasonably available to VS about the Incident, (ii) confirmation that VS has met any applicable federal Breach notification requirements, and

(iii) a single point of contact for VS for HHSC communications both during and outside of business hours during the Incident Response Period.

ii) Formal Notice.

No later than three (3) Business Days after discovery of an Incident, or when VS should have reasonably discovered the Incident, the VS must provide written formal notification to HHSC using the Potential Privacy/Security Incident Form which is available on the HHSC website at <https://hhsconnection.hhs.texas.gov/rights-responsibilities/office-chief-counsel/privacy>. The formal notification must include all available information about the Incident, and VS's investigation of the Incident.

ix) **Investigation, Response, and Mitigation.**

VS must fully investigate and mitigate, to the extent practicable and as soon as possible or as indicated below, any Incident. At a minimum, VS will:

- a) Immediately commence a full and complete investigation;
- b) Cooperate fully with HHSC in its response to the Incident;
- c) Complete or participate in an initial risk assessment;
- d) Provide a final risk assessment;
- e) Submit proposed corrective actions to HHSC for review and approval;
- f) Commit necessary and appropriate staff and resources to expeditiously respond;
- g) Report to HHSC as required by HHSC and all applicable federal and state laws for Incident response purposes and for purposes of HHSC's compliance with report and notification requirements, to the satisfaction of HHSC;
- h) Fully cooperate with HHSC to respond to inquiries and/or proceedings by federal and state authorities about the Incident;
- i) Fully cooperate with HHSC's efforts to seek appropriate injunctive relief or to otherwise prevent or curtail such Incidents;
- j) Recover, or assure destruction of, any Confidential Information impermissibly disclosed during or as a result of the Incident; and
- k) Provide HHSC with a final report on the Incident explaining the Incident's resolution.

x) **Breach Notification to Individuals and Reporting to Authorities**

- a) In addition to the notices required in this section, VS must comply with all other applicable legal and regulatory requirements in the time, manner, and content of any notification to individuals, regulators, or third-parties, or any notice required by other state or federal authorities, including without limitation, notifications required in Title 45 CFR Chapter A, Subchapter C Part 164, Subpart D, Notification in the Case of Breach of Unsecured Protected Health Information and Texas Business and Commerce Code, Title 11, Subtitle B, Chapter 521, Section 521.053(b), Notification Required Following Breach of Security of Computerized Data, or as specified by HHSC following an Incident.
- b) VS must assure that the time, manner, and content of any Breach notification required by this section meets all federal and state regulatory requirements.
- c) Breach notice letters must be in VS's name and on VS's letterhead and must contain contact information to obtain additional information, including the name and title of VS's representative, an email address, and toll-free telephone number.

- d) VS must provide HHSC with copies of all distributed communications related to the Breach notification at the same time the Contractor distributes the communications.
- e) VS must demonstrate to the satisfaction of HHSC that any Breach notification required by applicable law was timely made. If there are delays outside of VS's control, then VS must provide written documentation to HHSC of the reasons for the delay.

VI. MUTUAL RESPONSIBILITIES

- a) HHSC and the VS will communicate as necessary to successfully manage this Agreement. They will work in good faith together to fulfill the purpose of this Agreement.
- b) Teleservice

Service functions include, but are not limited to: tutoring, mentoring, reading books for children and youth; creating video demonstrations; serving as a pen pal; supporting students in their efforts to complete special projects; assembling student packets; connecting students with educational resources; and routine check-ins with students, as directed by VS. Teleservice functions may be facilitated via telecommunication channels including, but not limited to: virtual engagement (computer/tablet) or telephone engagement.

- i) HHSC Statement of Duties:
 - a) Ensure Foster Grandparents have access to the appropriate equipment as deemed necessary for the proposed activities;
 - b) Provide activity specific training, as appropriate.
- ii) VS Statement of Duties:
 - a) Ensure Foster Grandparents have access to the appropriate programs and materials, as required for proposed activities;
 - b) Provide activity specific orientation and training to the volunteers;
 - c) Supervise Foster Grandparents always while they are serving as a volunteer with children present, whether the volunteer is presenting to a group or to individual children.

VII. TERM OF AGREEMENT

This MOU is effective upon the signature date of the latter of the Parties to sign this agreement and shall continue for a three (3) year period unless terminated sooner in accordance with the terms of this MOU. This agreement does not include renewals.

VIII. TERMINATION OF AGREEMENT

- a) **Termination without Cause.** This MOU may be terminated by either Party without cause upon thirty (30) days written notice to the other Party.
- b) **Notice of Breach and Termination for Cause.** If a Party fails to comply with a term of this MOU, the non-breaching Party may provide notice to the breaching Party of the breach. If the breach is not cured to the non-breaching Party's satisfaction within thirty (30) days of the date the notice is sent, the non-breaching Party may proceed to terminate the MOU by providing notice of termination upon the breaching Party, which shall include, among other things, the effective date of the termination.

HHSC may terminate this Agreement immediately if VS improperly discloses Social Security Numbers or client information, or breaches confidentiality and/or security requirements.

- c) **Nonwaiver.** Failure of either Party to insist on performance of any term or condition of this MOU or to exercise any right or privilege under the terms of this MOU shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

IX. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this MOU on behalf of its respective Party.

System Agency Contract Representative

Foster Grandparent Program
701 West 51st Street
Austin, Texas 78751
E-mail: fgpfiscalspt@hhs.texas.gov
Phone: 512-944-9967

VS Contract Representative

Groesbeck Independent School District
1202 N. Ellis
Groesbeck, TX 76642
Email: t.battr@groesbeckisd.net
Phone Number: 254-729-4100
Attention: Teresa Battrick

X. NOTICE REQUIREMENTS

- a) All notices given by VS shall be in writing, include the Contract number, comply with all terms and conditions of this MOU, and be delivered to HHSC's Contract Representative identified above.
- b) VS shall send legal notices to HHSC at the address below and provide a copy to the HHSC's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe, MC 1100
Austin, Texas 78751

- c) Notices given by HHSC to VS may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by HHSC. Notices sent by mail shall be deemed delivered when deposited by HHSC in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by HHSC with a common carrier, overnight, signature required.
- d) Notices given by VS to HHSC shall be deemed delivered when received by HHSC.
- e) Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

XI. GENERAL TERMS

- a) **Amendments.** The Parties to this MOU may modify this agreement only through execution of a written amendment signed by both parties.
- b) **Assignment**

VS shall not assign its rights under this MOU or delegate the performance of its duties under the agreement without prior written approval from HHSC. Any attempted assignment in violation of this provision is void and without effect.
- c) **No Partnership or Joint Venture**

The Parties agree that nothing in this MOU shall be deemed to create an association, partnership, or joint venture between HHSC and VS, but is intended solely to guide the relationship between the Parties. Each Party shall pay the cost of its participation in this MOU without cost to or reimbursement by the other Party.
- d) **No Waiver of Sovereign Immunity**

Nothing in this agreement shall be construed as a waiver of HHSC's or the State's sovereign immunity. This agreement shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to HHSC or the State of Texas. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to HHSC or the State of Texas under this agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered a basis for estoppel. HHSC does not waive any privileges, rights, defenses, or immunities available to HHSC by entering into this agreement or by its conduct prior to or subsequent to entering into this agreement.
- e) **Counterparts and Signatures**

The MOU may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same agreement.

f) **Entire Agreement**

This document constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into this agreement will be harmonized with this agreement to the extent possible.

The Parties have read this MOU and agree to be bound by its terms. This MOU has been signed by an authorized representative of each Party.

(Remainder of Page Intentionally Left Blank)

**SIGNATURE PAGE FOR
MEMORANDUM OF UNDERSTANDING
HHSC CONTRACT NO. HHS001302800057**

**HEALTH AND HUMAN SERVICES
COMMISSION**

**GROESBECK INDEPENDENT
SCHOOL DISTRICT**

Signature
Name: **Evelyn Greenfield-Johnson**
Title: **Associate Commissioner**
Date
Signed: _____

Signature
Name: _____
Title: _____
Date
Signed: _____

E. Fuel Agreement Extension



**PETROLEUM TRADERS
CORPORATION**

7120 Pointe Inverness Way
PO Box 2357
Fort Wayne, IN 46801-2357

8/4/2023

To Whom It May Concern:

Petroleum Traders Corporation would like to extend our current fuel contract with Groesbeck ISD, TX for an additional year. This contract currently expires on 8/31/2023. This agreement would extend this date to 8/31/2024 should both parties agree. The same terms and conditions that were set forth in the original year would remain in effect through this extension period.

If Groesbeck ISD is in agreement, please sign where indicated below and return to kclark@petroleumtraders.com at your earliest convenience.

Thank you,

Joseph Vanderpool,
Contract Sales Manager

Groesbeck ISD's Authorized Personnel Signature

08-08-23

Date

Director of student services

Title

- F. Waiver(s): 2023-2024 Application for Maximum Class Size Exception
- G. 2023-2024 Teacher Appraisers
- H. Resolution No. 081423

**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
Resolution No.: 08142023**

WHEREAS, the Board of Trustees (the “Board”) of the Groesbeck Independent School District (the “District”) is authorized by § 11.51 of the Texas Education Code (“TEC”) to govern and oversee the management of the public schools in the District; and

WHEREAS, Groesbeck ISD in response to the passage of House Bill 3 which amends § 37.0814 of the Texas Education Code to require at least one armed security officer to be present during regular school hours, excluding a good cause exception from the requirement; and

WHEREAS, the Board of Trustees finds that the District is unable to comply with TEC § 37.0814 and therefore claims a good cause exception from compliance due to both inadequate funding and lack of personnel who qualify to serve as an armed security officer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GROESBECK INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board authorizes and directs the Superintendent to continue oversight and operation of the Guardian program, detailed in GISD Board policy CKC(LOCAL) as the alternate standard with which the District is able to comply in accordance with Texas Government Code § 411.1901 and authorizes designated employees to possess a firearm on school premises in accordance with Texas Penal Code § 46.03(a)(1)(A).

RESOLVED, the Board of Trustees further authorizes and directs the Superintendent to develop and maintain documentation of the District’s implementation of and compliance with TEC § 37.0814, including documentation related to the good cause exception claimed by the District. If this documentation is requested by the Texas Education Agency, the District shall provide that documentation to the TEA in the manner prescribed by the agency.

PASSED AND APPROVED this 14th day of August 2023 by the Board of Trustees for the Groesbeck Independent School District.

By: _____
Aslone Foy
President of the Groesbeck ISD Board of Trustees

Attest: _____
Bridgett Jackson-Tatum
Board Secretary

I. Donation

XVI. **CONSIDER AND APPROVE 2023-2024 DISTRICT GOALS**

Groesbeck ISD Board Goals

1. The District's cumulative "meets" grade level score on the STAAR test will increase from 41% to 52% by 2027.

- a. Baseline: 2022 - 41%
 - i. 2023 - 43%
 - ii. 2024 - 46%
 - iii. 2025** - 48%
 - iv. 2026* - 50%
 - v. 2027* - 52%

*2019 STAAR State: 50%

**2019 STAAR Region 12: 45%

**2019 STAAR Region 10: 53%

2. The District's cumulative Percent in Attendance will increase from 93.1% to 96.0% by 2027.

- a. Baseline: 2022 - 93.1%
 - i. 2023 - 94.0%
 - ii. 2024 - 94.5%
 - iii. 2025 - 95.0%
 - iv. 2026 - 95.6%
 - v. 2027 - 96.0%

3. The District's cumulative fund balance will increase from 2 months to 3.3 months by 2027.

- a. Baseline: 2022 - 2 months
 - i. Target 2023 - 2.3 months
 - ii. 2024 - 2.6 months
 - iii. 2025 - 2.9 months
 - iv. 2026 - 3.1 months
 - v. 2027 - 3.3 months

4. GISD will implement safeguard measures for campuses and will promote strong moral standards for students.

XVII. SUPERINTENDENT COMMENTS

XVIII. BOARD PRESIDENT COMMENTS AND REPORTS

XIX. ADJOURNMENT

If, during the course of the meeting, the Board may lawfully conduct a closed meeting as to all or part of any item on the agenda, then, in accordance with applicable law, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). The Board shall not conduct a closed meeting unless a quorum of the Board first convenes in an open meeting for which proper notice has been given. Before any closed meeting is conducted, the presiding officer will publicly identify the section or sections of the Open Meetings Act or other applicable law authorizing the closed meeting. All final votes, actions, or decisions regarding any matter deliberated in a closed meeting shall only be taken in open meeting for which proper notice has been given. [See BEC(LEGAL)]

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on:

For the Board of Trustees