

Notice of Regular Meeting

The Board of Trustees Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD will be held January 22, 2025, beginning at 6:30 PM in the Devine Student Activity Center (DSAC), 194 Arabian Way, Devine, TX 78016.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order, Roll Call and Declaration of Quorum

2. Pledge of Allegiance and Invocation

3. Recognition and Presentations

A. Board Recognition

4. Citizen Communication

A. Public Comment for Non-Agenda Items

B. Public Address for Items on the Agenda

5. Presentation and discussion with the Medina Central Appraisal District regarding the possible purchase and renovation of The Ridge Building located at 728 18th Street, Hondo, Texas

6. DHS Campus Report

7. Administrative Reports and Discussion

A. Central Office Reports

1. Superintendent's Reports, Todd Grandjean

a. Monthly Report on Personnel and Board Priorities: 1. Increase student success and continue a tradition of student achievement 2. Continue successful partnerships with the community, teachers and parents to support our schools and achieve student success 3. Align facilities and technology improvements with needs and career opportunities 4. Maintain Highly Qualified teachers and retain staff 5. Increase trade career opportunities and continue to develop enhanced technology resources for all students

b. 2023 Bond Projects Update

c. Safety & Security Report, Michael Gomez

d. Monthly Activity Calendar

e. District Event Calendar

2. Director of HR/Info Mgmt Monthly Report, Dawn Schneider

a. Monthly Report on Personnel, Testing and Assessment, Counseling,

Student Services	
3. Director of Special Education Monthly Reports, Jenni Hagdorn	
a. Monthly Reports on Student Enrollment, ARDs, 504, and Training	
B. Business Office Reports, Chief Financial Officer, Shannon Ramirez	
1. Monthly reports on taxes, cafeteria, investments, cash flow	
2. Payment of Bills	
C. Principals' Reports on Campus Activities	
1. Devine High School Principal's Report, Juan Gonzalez	
2. Devine Middle School Principal's Report, Kandi Darnell	
3. Devine Intermediate School Principal's Report, Michael Gomez	
4. JJ Ciavarra Elementary School Principal's Report, Magdalena Strickland	
5. Devine Learning Center/DAEP Principal Monthly Reports, Jodi Ann Dzierzanowski	
D. Directors' Reports	
1. Monthly report on finances, department acquisitions, travel and student services provided.	
8. Consent Agenda	
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9. Action Item(s):	
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D. Consider and Take Possible Action to Approve Donations from the Devine Education Foundation	
1. Teacher Grants and Club Grant	50
2. Dual Credit Donation	52
E. Consider and take possible action to adopt a resolution nominating a candidate for the vacancy on the Medina County Appraisal District Board of Directors	54
F. Consider and Take Possible Action to Approve Final Application Payment to Dodson House Moving for \$64,250.50	57
G. Consider and Take Possible action to Approve the Purchase of a Van for the Child Nutrition Department	60
H. Consider and Take Possible Action to Change March and April Board Meeting Dates	75
I. Consider and Take Action Regarding Possible Options for a Modified Calendar for the 2025-2026 School Year	
10. Closed Session	
A. Personnel (TGC 551.074)	
1. Personnel Update	
2. Pursuant to Tex. Govt Code 551.074, consider and discuss evaluation and contract of Superintendent	

3. Consider and Discuss Superintendent's Goals & Objectives.

B. Considering discipline of a public school child, or complaint or charge against personnel. (TGC 551.082)

11. **Reconvene from Closed Session**

12. **Action Items Discussed in Closed Session**

A. Consider and take possible action regarding evaluation and contract of Superintendent

13. **Adjournment**

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____,
at _____.

For the Board of Trustees



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: Minutes of Board Meeting (s)

Background Information:

Every month the office will submit to the Board of Trustees for approval a copy of last month's minutes for approval.

Administrative Consideration:

BE (LOCAL) – Board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.

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

Budgetary Consideration:

None

Supporting Documents:

BE (LOCAL) Board Meetings

Recommendation:

Approve minutes for the regular board meeting on December 16, 2024.

Respectfully Submitted by:

Geri Woods
Superintendent's Secretary

Approved by:

Dr. Todd Grandjean
Superintendent of Schools

Minutes of Regular Meeting

The Board of Trustees

Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD was held on Monday, December 16, 2024 beginning at 6:30 PM in the Devine Student Activity Center (DSAC), 194 Arabian Way, Devine, TX 78016

Board Members Present: Nancy Pepper (President), Henry Moreno (Vice-President), Keri James (Secretary), Carl Brown, Alixana Buvinghausen, Chris Davis, Renee Frieda

Guests Present: Valencia Lowe, Emily Sadler, Anton Riecher, Kandi Darnell, Bob Shelton, Brenden Morris, Donna Zapata, Olivia Zapata, Melissa Gutierrez, Kandy Stein, Jerel Beaty, Tim Gutierrez, Shelby Spivey, Joanie Dubose, Ronda Shelton, Julie Salazar, Brittany Briscoe, Sabrina Long, Isabel Arevalo, Anabel Arevalo, Gabby Rodriguez, Lucero Reyes, Dan Newberg, Robyn Wheeler, Stephanie Espinosa, Gail Sessions, Nancy Martin, Lysandra Reyes, Shelby Spivey, Linsey Outlaw, Melinda Dugosh, Joseph Sadler

School Officials Present: Dr. Todd Grandjean (Superintendent), Dawn Schneider (Director of Student Services), Juan Gonzalez (DHS Principal), Kandi Darnell (DMS Principal), Michael Gomez (Intermediate Principal), Magdalena Strickland (Elementary Principal), JodiAnn Dzierzanowski (DAEP/DLA Principal), Jenni Hagdorn (Special Ed Director), Shannon Ramirez (Finance Director), Geri Woods (Recording Secretary)

1. **Call to Order, Roll Call and Declaration of Quorum**

Nancy Pepper called this meeting of the Devine Independent School District Board of Trustees to order at 6:30 p.m. and stated for the record that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. She further stated that trustees Henry Moreno, Renee Frieda, Carl Brown, Keri James, Chris Davis, Alixana Buvinghausen, and Nancy Pepper were present.

2. **Pledge of Allegiance** led by Nancy Pepper **and Invocation** by Pastor Dan Newberg

3. **Citizen Communication**

A. Public Comment for Non-Agenda Items

The following people spoke regarding a 4-day school week. Emily Sadler, Melissa Gutierrez, Ronda Shelton, Kari Davis.

B. Public Address for Items on the Agenda. None.

4. **2023 Bond Projects Plans Preview and Cost Estimate Presentation**

Bob Shelton, Architect and Brenden Morris (Weaver & Jacobs) presented information on the plans and cost estimates for the 2023 Bond Project.

5. **Devine Middle School Campus Report**

Kandi Darnell presented the DMS Campus Report

6. **Action Item**

A. Nancy Pepper moved and seconded by Carl Brown to name the DSAC Basketball Court the "Sessions Court" as presented. This motion Passed. Yea: 7, Nay: 0

7. **Administrative Reports and Discussion**

A. Central Office Reports

1. Superintendent's Monthly Reports Board Priorities, Safety & Security Report, Monthly activity and district event calendars.
2. Director of HR/Info Mgmt Monthly Report
3. Director of Special Education Monthly Reports
- B. Monthly Business Reports and Payment of Bills
- C. Principals' Reports on Campus Sports and Activities
 1. Devine High School Principal's Report
 2. Devine Middle School Principal's Report
 3. Devine Intermediate School Principal's Report
 4. JJ Ciavarra Elementary School Principal's Reports
 5. Devine Learning Academy/DAEP Principal Monthly Reports
- D. Directors' Monthly Reports

8. Consent Agenda

Carl Brown moved and seconded by Henry Moreno to approve consent agenda as presented. This motion Passed. Yea: 7, Nay: 0

- A. Minutes of Regular Board Meeting on November 18, 2024 and Called Meeting on December 4, 2024.
- B. Walsh, Gallegos, Trevino, Kyle, and Robinson PC Legal Services Retainer Agreement
- C. Approve Donation from Athletic Boosters

9. Action Item(s):

- A. Henry Moreno moved and seconded by Carl Brown to Approve Revised SRO Agreement as presented. This motion Passed. Yea: 7, Nay: 0

10. Closed Session

Nancy Pepper stated for the record that the Board of Trustees, beginning at 7:35 p.m., will convene in a closed session in accordance with the Texas Open Meetings Act, for the purpose of discussing items listed under Texas Government Code Section 551.074, 551.076, and 551.082. NO FINAL ACTION, DECISIONS, OR VOTES WILL BE TAKEN WHILE THE BOARD IS IN EXECUTIVE SESSION.

11. Reconvene from Closed Session

Nancy Pepper left the meeting at 8:00 p.m.
The board reconvened in open session at 8:17 p.m.

12. Adjournment

Carl Brown moved and seconded by Keri James to adjourn. This motion Passed. Yea: 6, Nay: 0, Absent: 1

Meeting adjourned at 8:18 p.m.

Board President

Board Secretary



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: 2025 Board Training Calendar

Background Information:

To keep our Board current on training requirements, the Board should consider setting training dates for 2025. This training will keep the Board in compliance with legal [BBD] and local policy

Administrative Consideration:

Statutory (Legislative)*

- Open Meetings Act (for new board members)
- Public Information Act (for new board members)
- Cybersecurity

Regulatory (SBOE)

- Orientation to the Texas Education Code (for new board members)
- Local District Orientation (for new board members)
- Update to the Texas Education Code
- Child Abuse Prevention
- Evaluating and Improving Student Outcomes (SB 1566)
- School Safety

Team Building

Additional Continuing Education

Budgetary Consideration:

Board training costs are included in the budget.

Supporting Documents:

Overview of Continuing Education Requirements

Proposed 2025 Board Training Calendar

BBD (Legal)

Recommendation:

Approve 2025 Board Training Calendar

Respectfully Submitted by:

Todd Grandjean
Superintendent of Schools

Proposed 2025 Board Training Calendar

Date	Training	Location	Cost	CTE	Annual	Every other year
Before April 2025	Child Abuse Prevention.	Online (TASB Online)	\$50/\$35	1		X
Before April 2025	School Safety	TEA Learn	Free	2		X
Before April, 2025	Cybersecurity	Vector	No additional cost	1	X	
June 11-14, 2025	Summer Leadership Institute	San Antonio	\$425 +/- registration fee per attendee	Up to 12.5 hours	X	
Summer 2025	Update to the Texas Ed Code	ESC20/TASB	varies	2		X ⁸
August/September 2025	Team of Eight Teambuilding	In-district	Approximately \$800	3	X	
July/August (due 2026)	SB1566 Training: Evaluating and Improving Student Outcomes	In-district	Approximately \$800	3		X
As needed	Superintendent's Evaluation Training	In-district	Approximately \$800	1-2		



Texas School Board Member Continuing Education

Published online in [TASB School Law eSource](#)

[Required Continuing Education](#)

[Training Logistics](#)

[Application of the Texas Open Meetings Act](#)

[Reporting Continuing Education Credit](#)

Required Continuing Education

1. What continuing education is required for school board members?

School board members must complete continuing education training required by the State Board of Education (SBOE). Tex. Educ. Code § 11.159(b); 19 Tex. Admin. Code § 61.1. To the extent possible, entire boards are encouraged to participate in continuing education programs together. 19 Tex. Admin. Code § 61.1(i).

The SBOE is required to adopt a framework for governance leadership to be used in structuring continuing education for school board members, which must be posted to the Texas Education Agency (TEA) website and be distributed annually by the president of each board of trustees to all current board members and the superintendent. 19 Tex. Admin. Code § 61.1(a). See TASB Policy BBD.

The SBOE requires eight training areas¹ of continuing education for board members:

1. Local District Orientation (new members)
2. Orientation to the Texas Education Code (new members)
3. Update to the Texas Education Code (after regular legislative sessions and special sessions on education)
4. Team Building (annually with entire board and superintendent)
5. Additional Continuing Education (10 hours first year, 5 hours subsequent years)
6. Evaluating Student Academic Performance and Setting Goals (every two years)

¹ In the past, board training areas have sometimes been called “tiers.” Due to changes in board training requirements, the term “tiers” has been discontinued.

7. Identifying and Reporting Abuse and Trafficking (every two years)²
8. School Safety (every two years)³

19 Tex. Admin. Code §§ 61.1(b), 61.3.

Other laws on [open government](#) and [cybersecurity](#) require additional training for trustees.

For summary tables of the training requirements, see TASB Legal Services' [Training for First-Year Trustees](#) and [Training for Experienced Trustees after First Year](#). The Texas Education Agency's [School Board Trustee Training Chart](#) provides additional guidance.

2. Is a trustee who returns to the board after a break in service a “new” trustee?

Neither state law nor rule answers this question. If the break in service has been brief, the board member may be able to rely on previous training in good faith. However, if the break in service has been more than a year, TASB generally recommends starting the training process from scratch.

3. Can one area of training (such as open government training) also count toward a board member’s required hours of additional continuing education (i.e., ten hours for new members, five hours for experienced members)?

Unless a statute or rule says otherwise, hours spent in training can be counted toward the additional required hours of continuing education based on assessed needs even if the hours also satisfy another training requirement. In other words, if a trustee attends a 1.25 hour session on the Texas Open Meetings Act (OMA) that has been approved by the attorney general, the trustee has met the Texas Government Code requirement for a newly elected official and may also report 1.25 hours of additional continuing education.

The SBOE rule provides that time required for the local district orientation, the orientation to the Texas Education Code, the update to the Texas Education Code, and the annual team building may not count toward the total hours for additional continuing education. 19 Tex. Admin. Code § 61.1(b)(5). However, the SBOE rule does not address whether other types of training received by a trustee may count as additional continuing education. For example, the rule does not specifically address whether the hours spent in training on evaluating student academic performance and setting individual campus goals may also count toward required hours of additional continuing education. Nor does the rule specifically address whether an experienced trustee who voluntarily attends a local district orientation may count that time towards additional continuing

² Requirement added by House Bill 403 (2019), with rule implementation on May 1, 2020. 19 Tex. Admin. Code § 61.1(m).

³ Requirement added by House Bill 690, Regular Session (2021).

education hours. Again, unless a rule or statute expressly states otherwise, a trustee or provider might reasonably determine that time spent in training in excess of the hours required may be counted as credit toward hours of additional continuing education.

4. What is required for the three-hour board training on evaluating student academic performance and setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness?

The SBOE rule requires a trustee to complete at least three hours of training every two years on evaluating student academic performance and setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness. 19 Tex. Admin. Code § 61.1(b)(6). Training may be completed in the year prior to board service or within 120 days of election or appointment, then every two years thereafter. The training must be provided by a TEA-authorized provider. 19 Tex. Admin. Code § 61.1(b)(6)(C), (D), (G).

The training on evaluating student academic performance must be research-based and designed to support the oversight role of the board of trustees under Texas Education Code section 11.1515. Tex. Educ. Code § 11.159(c), (c-1); 19 Tex. Admin. Code § 61.1(b)(6)(A). For the training on setting individual campus goals, the purpose is to facilitate board plans that set goals for early childhood literacy and mathematics and college, career and military readiness. Tex. Educ. Code §§ 11.185-.86; 19 Tex. Admin. Code § 61.1(b)(6)(B).

In addition, the SBOE rule states that the training will include, at a minimum, the following:

- Instruction in how school board behaviors correlate with improved student outcomes with emphasis on setting specific, quantifiable student outcome goals, and adopting plans to improve early literacy and numeracy and college, career, and military readiness for applicable student groups evaluated in the Closing the Gaps domain of the state accountability system established under the Texas Education Code chapter 39;
- Instruction in progress monitoring practices to improve student outcomes; and
- Instruction in state accountability with emphasis on the Texas Essential Knowledge and Skills, state assessment instruments administered under Texas Education Code chapter 39, and the state accountability system established under the Texas Education Code chapter 39.

19 Tex. Admin. Code § 61.1(b)(6)(F).

5. Can the required three-hour board training on evaluating student academic performance and setting goals count as team building?

The SBOE rule permits a board that completes the training on evaluating student academic performance and setting goals together, along with the board's superintendent, to count the same three hours of training as team-building credit under certain circumstances. In order for the training to count for both purposes, the following must be true:

- The training must be attended by an entire school board and its superintendent.
- The training must include a review of local school district data on student achievement.
- The training must meet all of the requirements for the three-hour board training on evaluating student academic performance and setting goals, as described above.
- The training must meet the requirements for team building, meaning that the purpose must be to enhance the effectiveness of board-superintendent team, the session must include a review of the roles, rights, and responsibilities of board based on the SBOE framework, and the team must assess its continuing education needs for the year.
- Finally, the training must comply with the OMA (see below at Application of the Texas Open Meetings Act).

19 Tex. Admin. Code § 61.1(b)(6)(H).

6. What is required for the training on identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children?

Trustees must complete at least one hour of training on identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children. Other maltreatment means child abuse or neglect. Tex. Educ. Code § 11.159(c)(2), (c-2), (e). As implemented by SBOE rule on May 1, 2020, training may be completed in the year prior to board service or within 120 days of election or appointment, then every two years thereafter. Training must be provided by a registered provider. 19 Tex. Admin. Code § 61.1(b)(7)(A)(B),(F), (m).

The training must familiarize board members with the requirements of Texas Education Code sections 38.004 and 38.0041, and Title 19, section 61.1051 of the Texas Administrative Code, relating to reporting child abuse or neglect, including trafficking of a child. 19 Tex. Admin. Code § 61.1 (b)(7)(D).

The training shall include, at a minimum:

- Instruction in best practices of identifying potential victims of child abuse, human trafficking, and other maltreatment of children;
- Instruction in legal requirements to report potential victims of child abuse, human trafficking, and other maltreatment of children; and
- Instruction in resources and organizations that help support victims and prevent child abuse, human trafficking, and other maltreatment of children.

19 Tex. Admin. Code § 61.1 (b)(7)(E).

7. What is required for school safety training beginning in 2022?

Trustees must complete training on school safety developed by the SBOE in coordination with Texas School Safety Center. Tex. Educ. Code § 11.159(b-1). The purpose of the training is to provide research-based information to trustees on ensuring a safe learning environment conducive to improving student outcomes. 19 Tex. Admin. Code § 61.3(b)(1). Trustees fulfill the requirement by completing the online course adopted by the SBOE and made available by the commissioner of education at [TEA Learn](#). 19 Tex. Admin. Code § 61.3(b)(3). Training may be completed in the year prior to board service or within 120 days of election or appointment, then every two years thereafter. 19 Tex. Admin. Code § 61.3(b)(2), (4).⁴ Each school district shall maintain verification of completion of school safety training for each trustee. 19 Tex. Admin. Code § 61.3(b)(5).

Training Logistics

8. Who facilitates school board training?

Local district: Each local district provides its own trustees' local district orientation. In addition, a local school district may provide up to half of trustees' additional continuing education based on assessed needs credit. If local school district officials provide training for their own board members, they are not required to register as providers with TEA. No more than one hour of the required continuing education that is delivered by the local district may utilize self-instructional materials. 19 Tex. Admin. Code § 61.1 (b)(1), (b)(5)(F), (c)(3).

Education Service Centers: ESCs are the exclusive source for trustees' orientation to the Texas Education Code and can provide all other board member training under the SBOE rule except for local district orientation. ESCs do not have to register or be authorized with TEA as providers. 19 Tex. Admin. Code § 61.1(b)(2)(E), (c)(4), (d)(2).

⁴ TEA advised that current trustees serving at the time of the May 2022 rule adoption should have completed their first school safety training no later than September 30, 2022.

Other registered providers: A private or professional organization, school district, government agency, college or university, or private consultant can register with TEA to provide board member continuing education for the legislative update to the Texas Education Code, team building, additional continuing education based on assessed needs, and reporting of abuse and trafficking. The registration process must be updated every three years and must include documentation of the provider’s training or expertise in the activities and areas covered in the framework for governance leadership. 19 Tex. Admin. Code § 61.1(c). TEA maintains an online list of [registered providers](#).

Authorized providers: Only ESCs and authorized providers may offer credit for the three-hour training on evaluating student academic performance and setting goals (see above). A registered provider may become an authorized provider for the course on evaluating student academic performance and setting goals by demonstrating proficiency in the content required. Proficiency may be demonstrated by completing a TEA-approved train-the-trainer course that includes evaluation on the topics and following a review of the provider’s qualifications and course design or through other means as determined by the commissioner. The authorization process must be updated every three years and must include documentation of the provider’s training or expertise in the activities and areas covered in the framework for governance leadership. 19 Tex. Admin. Code § 61.1(d). TEA maintains an online list of [authorized providers](#).

9. Where does board training usually take place?

For new board members, the local district orientation must be provided in the local school district, and the orientation to the Texas Education Code must be provided at the regional ESC. Other school board training may be provided for a board at a local board meeting by the school district itself, a representative of the regional ESC, or a registered or authorized provider. Continuing education credit may be awarded at regional events, such as training provided by ESCs, or by other registered or authorized providers at regional seminars and state or national conventions. For reasons described below at Application of the Texas Open Meetings Act, team building typically takes place in local school districts.

10. Can training be completed online?

The answer depends on the type of training. School safety training *must* be completed online through the course adopted by the SBOE and made available by the commissioner of education. 19 Tex. Admin. Code § 61.3(b)(3).

Training for the orientation to the Texas Education Code, the update to the Texas Education Code, additional continuing education, and the reporting of abuse and trafficking *may* be completed online. Training for local district orientation, team building, and evaluating student academic performance and setting goals *may not* be completed online.

For continuing education requirements other than school safety training, online training must be designed and offered by a registered provider, incorporate interactive activities that assess learning and provide feedback to the learner, and offer an opportunity for interaction with the instructor. The registered provider must determine the clock hours of training credit to be awarded for successful completion of an online course and provide verification of completion. 19 Tex. Admin. Code § 61.1(b)(2)(G)-(H), (b)(3)(D)-(E), (b)(5)(H)-(I), (b)(7)(G)-(H).

11. Who pays for board member training expenses?

Training expenses typically include the cost of hiring a consultant for in-district training and the cost of registration fees and travel for board members to attend regional, state, or national events.

For courses offered by ESCs, registration must be open to any interested person, including current and prospective board members. Tex. Educ. Code § 11.159. ESCs must determine a registration fee to cover the cost of providing continuing education programs at the ESCs. 19 Tex. Admin. Code § 61.1(g). Other registered providers typically charge a registration or consulting fee as well.

Local school boards usually approve an amount in the budget each year to cover the cost of training and reasonable, allowable, documented travel expenses. See TASB Policy BBG. Although board members serve without compensation, available state and local funds may be used to reimburse their travel expenses when the travel is determined to be necessary in the conduct of the public schools and to serve a proper public purpose. Tex. Educ. Code §§ 11.061(d), 45.105(c); Tex. Att’y Gen. Op. No. H-0133 (1973).

A district is not responsible for any training costs associated with individuals who are not current board members. 19 Tex. Admin. Code § 61.1(f). A board may not pay the travel expenses of spouses or other persons with no school district responsibilities or duties to perform at board-related activities. Tex. Att’y Gen. Op. No. MW-0093 (1979).

Application of the Texas Open Meetings Act

12. What open meeting procedures are required for regional, state, and national conventions?

A quorum or more of a school board may attend a regional training event outside the boundaries of the school district only if the training is not a *meeting* as defined by the OMA. When a school board conducts a *meeting*, the OMA requires procedures such as advance public notice and minutes. A meeting must be open to the public unless a closed meeting exception applies. Moreover, Texas school boards must conduct their meetings within the geographic boundaries of their respective school districts, unless they are conducting a joint meeting with another governmental body. Tex. Educ. Code § 26.007.

The term *meeting* does not include the gathering of a quorum of a school board at a regional, state, or national convention or workshop, if formal action is not taken and any discussion of public business is incidental to the workshop. Tex. Gov't Code § 551.001(4)(B).

This exception to the term *meeting* allows board members to attend training at regional workshops and conventions in numbers of a quorum or more without violating the OMA. Because such training is not a *meeting*, the board does not need to post advance notice of a regional workshop or convention. As a consequence of the training not being a posted *meeting*, members of a school board attending training in numbers of a quorum or more must exercise caution to avoid taking action (i.e., making decisions) or even discussing local school business except as is incidental to the workshop.

13. Can training offered at a statewide or regional training event count for team-building credit?

Although nothing in statute or rule expressly forbids team building at regional events, the team building requirement inherently requires discussion of local governance and training needs. The OMA exception does not permit a board to take action at a regional training event, but the SBOE rule on team building requires boards to assess the continuing education needs of the board-superintendent team: "The assessment of needs shall be based on the framework for governance leadership . . . and shall be used to plan continuing education activities for the year for the governance leadership team." 19 Tex. Admin. Code § 61.1(b)(4)(E). Because detailed discussion of local needs may not be merely incidental to regional training, team building may not fit within the OMA exception. Further, team building is intrinsically an activity focused on the effectiveness of the local governance team. A regional event attended by multiple boards may not be the ideal setting to accomplish this task.

14. What open meeting procedures are required for local board training?

When board training occurs in a school district, no exception to the term *meeting* applies. The training must be conducted in accordance with the OMA. Moreover, no continuing education may take place during a board meeting unless that meeting is called for the delivery of board member continuing education. Continuing education may take place before or after a legally called board meeting in accordance with the OMA. 19 Tex. Admin. Code § 61.1(e).

If local board training (including team building) involving a quorum of the school board is conducted for a school district, several requirements apply:

- The training must be posted as a board meeting under the OMA. Tex. Gov't Code § 551.041.
- The training must be posted as a separate meeting with no other business. 19 Tex. Admin. Code § 61.1(e).

- The training must be open to the public (if no closed meeting exception applies). Tex. Gov't Code § 551.002.
- Public testimony must be permitted before or during consideration of items on the agenda of an open meeting. Tex. Gov't Code § 551.007.
- The training must take place within the boundaries of the district. Tex. Educ. Code § 26.007.

Reporting Continuing Education Credit

15. How is credit tracked and verified?

All providers of continuing education are required to provide verification of completion to participating board members and their school districts. The verification must include the provider's authorization or registration number. 19 Tex. Admin. Code § 61.1(h). For online school safety training made available through the commissioner of education, the school district must maintain the verification of completion for each trustee. 19 Tex. Admin. Code § 61.1(b)(5).

The completion of continuing education should be tracked locally to facilitate required public announcements about training credit. District officials with myTASB access can view and print board member training reports at TASB's [Continuing Education Credit Reporting Service](#). The district record keeper may also enter and track credit for non-TASB sponsored training events through the service.

16. How is continuing education credit reported?

At the last regular meeting of the board of trustees before an election of trustees, the current board president must announce the name of each board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in meeting the required continuing education as of the anniversary of the date of each board member's election or appointment to the board or two-year anniversary of previous training, as applicable. The announcement must state that completing the required continuing education is a basic obligation and expectation of any sitting board member under SBOE rule. The president must cause the minutes of the local board to reflect the announcement. 19 Tex. Admin. Code § 61.1(j).

Timing of the announcement: Because announcements must be made at the last regular board meeting before trustee elections, districts with May elections will likely announce in April, and districts with November elections will likely announce in October. The purpose of announcing before elections is twofold. First, announcing shortly before elections synchronizes the timing of the public report with the time of year when most board members' credits are actually due to be completed, as most board members are elected, and state rules give board members one year to earn the required credit.

Second, the announcement may be relevant to the election if a current board member is running for re-election.

Setting the time for announcements as the last regular meeting before an election of trustees raises several questions.

- **Are announcements required to be annual?** State law and rule do not specify that announcements must be annual in districts that do not conduct annual elections—i.e., districts that use the November uniform election date with four-year terms of office. As a matter of best practice to promote transparency, however, TASB recommends establishing a local board policy to make annual announcements. See TASB Policy BBD.
- **What if an election is canceled?** Again, state law and rule do not address this situation, but as a matter of best practice, TASB recommends making an annual announcement at the regular meeting that falls the month before the month in which the district would typically conduct an election.
- **What about special districts (e.g., military districts) in which all board members are appointed?** Again, state law and rule do not address this situation, but as a matter of best practice, TASB recommends making an annual announcement. The board may choose to establish a local policy that calls for an annual announcement. See TASB Policy BBD.

Time period for earning credit: Arguably, making the public announcement the month before an election gives trustees only 11, not 12, full months to complete their credit. This raises additional questions.

- **Is a trustee deficient if the trustee will meet the training credit requirement by the anniversary of election or appointment but has not completed the hours by the date of the public announcement?** Arguably not, but the board president's announcement should clarify the situation. If a trustee is registered to complete training in a timely manner by the date of the announcement, the board president may include that information in the announcement. TASB offers a model announcement, [Board President Annual Announcement on Continuing Education of Board Members](#).
- **Are appointed trustees expected to finish all credits before the announcement even if they have not been on the board for a full year?** An appointed trustee has one year after appointment to complete the first-year training requirements, so the time period for earning credit (and determining compliance) will be unique for each appointed board member. If your board has an appointed member, your board president should explain the unique time frame in the public announcement.

To summarize:

Local Election Date	Time Period for Earning CE (for elected trustees)	CE Reporting Date
May	From May to the following May	April board meeting
November	From November to the following November	October board meeting

17. What happens if a trustee does not complete the required training?

The minutes of the last regular meeting of the board of trustees held before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required for the trustee as of the first anniversary of the date of the trustee’s election or appointment or two-year anniversary of previous training, as applicable. If the minutes reflect that a trustee is deficient, the district must post the minutes on the district’s website within 10 business days of the meeting and maintain the posting until the trustee meets the requirements. Tex. Educ. Code § 11.159(b); 19 Tex. Admin. Code § 61.1(j).

TASB suggests the following steps if a board member fails to complete required training:

Step One—public announcement at board meeting: As stated, TASB recommends that school boards make annual announcements about the completion of board training credit, even in districts that do not conduct annual elections. The topic should appear on the open meeting notice of the board’s meeting (e.g., “Annual Announcement of Board Training Credit”). If a trustee has failed to complete any component of required training, TASB recommends that the announcement note the deficiency. TASB offers a model announcement, [Board President Annual Announcement on Continuing Education of Board Members](#).

Step Two—include the announcement in the minutes: To meet the requirement that the announcement be recorded in the board meeting minutes, the board president may direct that a report with the same text as the announcement be attached to the minutes.

Step Three—post notice of a deficiency online: If the announcement and minutes indicate that a trustee is deficient, the minutes must be posted online within 10 business days and must remain posted until the deficiency is cured.

- 18. If a trustee is deficient in meeting a training requirement, but the trustee had a good reason for missing the training, can the announcement, minutes, or online posting explain the deficiency?**

State law and rule do not dictate the form of the board president's announcement, the level of detail in the board meeting minutes, or the content of any accompanying post on the district's website. If additional information would assist the public in understanding the cause of a trustee's deficiency, the district may choose to include that information.

- 19. Can the minutes be changed or removed from the district's website if a trustee completes the required training?**

Remember that the board's approved minutes are the official record of what transpired at the board meeting. Consequently, the minutes may not be altered, even if a trustee cures a deficiency. Once all deficiencies noted in the minutes are cured, the minutes may be removed from the web posting and retained in the same manner as other board meeting minutes. See TASB's FAQ [Open Meetings Records](#). If minutes reflect deficiencies on the part of more than one trustee, and one trustee cures the deficiency but another does not, the minutes must remain posted. However, the web posting can be updated when the trustee cures the deficiency.

- 20. Should districts create a web posting about board training credit?**

Neither state law nor rule specifies where on the district's website the minutes should be posted. The location of the posting is a matter of local control. The statute requires the minutes to be posted if a deficiency is noted, but a district may wish to add an online statement to accompany the posting. The advantage of adding an online statement is that the statement can be updated with new developments even though the minutes cannot be altered. For example, if two deficiencies are noted, and one is cured, the minutes must remain posted without alteration, but the online statement could clarify that one of the deficiencies was cured.

- 21. Must a deficiency be noted in the minutes and posted online for every deficiency, or only deficiencies that occur after a trustee's first year of service?**

Because the statute and SBOE rule indicate that a trustee is deficient upon the *first* anniversary of the trustee's election or appointment, an argument can be made that a trustee is deficient for purposes of the minutes and posting requirements only as of the first anniversary of the trustee's election or appointment. For the sake of transparency and in order to treat all trustees equally, TASB does not recommend differentiating between board members based on their years of service. If your board wishes to rely on this distinction, please work with your school attorney to develop an appropriate explanation as part of your public announcement. Note also that TEA has indicated

informally that a trustee may have multiple *first* anniversaries of joining the board. A first anniversary will occur every time a trustee is elected or appointed to the board, even if the trustee is elected after appointment or re-elected with no break in service.

22. What is a benefit of exceeding the required amount of training?

Annually, the SBOE commends the board-superintendent teams that receive at least eight hours of continuing education in team building and other continuing education on assessed needs as an entire board-superintendent team. Annually, the SBOE will also commend the board-superintendent teams that effectively implement the commissioner’s trustee improvement and evaluation tool developed under Texas Education Code section 11.182 or any other tool approved by the commissioner. 19 Tex. Admin. Code § 61.1(k), (l).

This document is continually updated at tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Governance/documents/tex-sch-bd-mem-continuing-education.pdf. For more information on school law topics, visit TASB School Law eSource at schoollawesource.tasb.org.

This document is provided for educational purposes and contains information to facilitate a general understanding of the law. References to judicial or other official proceedings are intended to be a fair and impartial account of public records, which may contain allegations that are not true. This publication is not an exhaustive treatment of the law, nor is it intended to substitute for the advice of an attorney. Consult your own attorney to apply these legal principles to specific fact situations.

Published December 2022

**Open Meetings Act
Training**

Not later than the 90th day after taking the oath of office, each board member shall complete training of not less than one and not more than two hours regarding the responsibilities of the board and its members under Government Code Chapter 551 (Open Meetings Act).

The attorney general may provide the training and may also approve other acceptable sources of training.

The board shall maintain and make available for public inspection the record of its members' completion of the training. The failure of one or more members of the board to complete the training does not affect the validity of an action taken by the board.

Gov't Code 551.005

**Public Information
Act Training**

Not later than the 90th day after taking the oath of office, each board member shall complete training of not less than one and not more than two hours regarding the responsibilities of the board and its officers and employees under Government Code Chapter 552 (Public Information Act). A board member may designate a public information coordinator to satisfy the training for the board member if the public information coordinator is primarily responsible for administering the responsibilities of the board member or board under the Public Information Act. [See GBAA regarding public information coordinator training] *Gov't Code 552.012*

**SBOE-Required
Training**

A trustee must complete any training required by the State Board of Education (SBOE). *Education Code 11.159*

The SBOE's framework for governance leadership [see BBD(EXHIBIT)] shall be distributed annually by the board president to all current board members and the superintendent. *19 TAC 61.1(a)*

The continuing education required under Education Code 11.159 applies to each member of the board. To the extent possible, an entire board shall participate in continuing education programs together. *19 TAC 61.1(b), (i)*

No continuing education shall take place during a board meeting unless that meeting is called expressly for the delivery of board member continuing education. Continuing education may take place prior to or after a legally called board meeting in accordance with Government Code 551.001(4) (definition of "meeting"). *19 TAC 61.1(e)*

A regional education service center (ESC) board member continuing education program shall be open to any interested person, in-

cluding a current or prospective board member. A district is not responsible for any costs associated with individuals who are not current board members. *19 TAC 61.1(f)*

Annually, the SBOE shall commend those board-superintendent teams that complete at least eight hours of the continuing education specified at Team Building and Additional Continuing Education, below, as an entire board-superintendent team.

Annually, the SBOE shall commend board-superintendent teams that effectively implement the commissioner of education's trustee improvement and evaluation tool developed under Education Code 11.182 [see BG] or any other tool approved by the commissioner.

19 TAC 61.1(k), (l)

Verification

For each training described below, the provider of continuing education shall provide verification of completion of board member continuing education to the individual participant and to the participant's school district. The verification must include the provider's authorization or registration number. *19 TAC 61.1(h)*

Reporting

At the last regular board meeting before an election of trustees, the board president shall announce the name of each board member who has completed the required continuing education, who has exceeded the required hours of continuing education, and who is deficient in meeting the required continuing education as of the anniversary of the date of each board member's election or appointment to the board or two-year anniversary of his or her previous training, as applicable. The announcement shall state that completing the required continuing education is a basic obligation and expectation of any board member under SBOE rule. The minutes of the last regular board meeting held before an election of trustees must reflect whether each trustee has met or is deficient in meeting the training required for the trustee as of the first anniversary of the date of the trustee's election or appointment or two-year anniversary of his or her previous training, as applicable. The president shall cause the minutes to reflect the announcement and, if the minutes reflect that a trustee is deficient in training as of the anniversary of his or her joining the board, the district shall post the minutes on the district's internet website within ten business days of the meeting and maintain the posting until the trustee meets the requirements. *19 TAC 61.1(j); Education Code 11.159(b)*

Local District
Orientation

Each board member shall complete a local district orientation session. The purpose of the local orientation is to familiarize new board members with local board policies and procedures and district goals and priorities.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The orientation shall:

1. Be at least three hours in length.
2. Address local district practices in the following, in addition to topics chosen by the local district:
 - a. Curriculum and instruction;
 - b. Business and finance operations;
 - c. District operations;
 - d. Superintendent evaluation; and
 - e. Board member roles and responsibilities.

Each board member should be made aware of the continuing education requirements of 19 Administrative Code 61.1 and those of the following:

1. Open meetings act in Government Code 551.005 [see Open Meetings Act Training above];
2. Public information act in Government Code 552.012 [see Public Information Act Training above]; and
3. Cybersecurity in Government Code 2054.5191 [see CQB].

The orientation shall be open to any board member who chooses to attend.

19 TAC 61.1(b)(1)

Education Code
Orientation

Each board member shall complete a basic orientation to the Education Code and relevant legal obligations. The orientation shall have special, but not exclusive, emphasis on statutory provisions related to governing Texas school districts.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The orientation shall be at least three hours in length. Topics shall include, but not be limited to, Education Code Chapter 26 (Parental

Rights and Responsibilities) and Education Code 28.004 (Local School Health Advisory Council and Health Education Instruction).

The orientation shall:

1. Be provided by an ESC.
2. Be open to any board member who chooses to attend.

The continuing education may be fulfilled through online instruction, provided that the training incorporates interactive activities that assess learning and provide feedback to the learner and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(2)

Legislative Update

After each session of the Texas Legislature, including each regular session and called session related to education, each board member shall complete an update to the basic orientation to the Education Code.

The update session shall be of sufficient length to familiarize board members with major changes in statute and other relevant legal developments related to school governance.

The update shall be provided by an ESC or a registered provider [see Registered Provider, below].

A board member who has attended an ESC basic orientation session described at Education Code Orientation, above, that incorporated the most recent legislative changes is not required to attend an update.

The continuing education may be fulfilled through online instruction, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(3)

Team Building

The entire board shall participate with their superintendent in a team-building session.

The purpose of the team-building session is to enhance the effectiveness of the board-superintendent team and to assess the continuing education needs of the board-superintendent team.

The session shall be held annually and shall be at least three hours in length.

The session shall include a review of the roles, rights, and responsibilities of the board as outlined in the framework for governance leadership. [See BBD(EXHIBIT)] The assessment of needs shall be based on the framework for governance leadership and shall be used to plan continuing education activities for the year for the governance leadership team.

The team-building session shall be provided by an ESC or a registered provider [see Registered Provider and Authorized Provider, below].

19 TAC 61.1(b)(4)

Additional
Continuing
Education (Based
on Assessed
Needs)

In addition to the continuing education requirements set out above, each board member shall complete additional continuing education based on the framework for governance leadership. [See BBD(EXHIBIT)]

The purpose of continuing education is to address the continuing education needs referenced at Team Building above.

The continuing education shall be completed annually.

At least 50 percent of the continuing education shall be designed and delivered by persons not employed or affiliated with the board member's school district. No more than one hour of the required continuing education that is delivered by the district may use self-instructional materials.

The continuing education shall be provided by an ESC or a registered provider [see Registered Provider, below].

The continuing education may be fulfilled through online instruction, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

First Year

In a board member's first year of service, he or she shall complete at least ten hours of continuing education in fulfillment of assessed needs.

*Subsequent
Years*

Following a board member's first year of service, he or she shall complete at least five hours of continuing education annually in fulfillment of assessed needs.

Board President

A board president shall complete continuing education related to leadership duties of a board president as some portion of the annual requirement.

19 TAC 61.1(b)(5)

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LEGAL)

Evaluating Student
Academic
Performance

Each board member shall complete continuing education on evaluating student academic performance and setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness.

The purpose of the training on evaluating student academic performance is to provide research-based information to board members that is designed to support the oversight role of the board of trustees outlined in Education Code 11.1515. [See BAA]

The purpose of the continuing education on setting individual campus goals for early childhood literacy and mathematics and college, career, and military readiness is to facilitate boards meeting the requirements of Education Code 11.185 and 11.186.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The continuing education shall be completed every two years and shall be at least three hours in length.

The continuing education required by this provision shall include, at a minimum:

1. Instruction in school board behaviors correlated with improved student outcomes with emphasis on:
 - a. Setting specific, quantifiable student outcome goals; and
 - b. Adopting plans to improve early literacy and numeracy and college, career, and military readiness for applicable student groups evaluated in the Closing the Gaps domain of the state accountability system established under Education Code Chapter 39;
2. Instruction in progress monitoring practices to improve student outcomes; and
3. Instruction in state accountability with emphasis on the Texas Essential Knowledge and Skills, state assessment instruments administered under Education Code Chapter 39, and the state accountability system established under Chapter 39.

The continuing education shall be provided by an authorized provider [see Authorized Provider, below].

If the training is attended by an entire board and its superintendent, includes a review of local school district data on student achievement, and otherwise meets the requirements described at Team Building above, the training may serve to meet a board member's obligation to complete training described at Team Building and at Evaluating Student Academic Performance, above, as long as the training complies with the Open Meetings Act.

19 TAC 61.1(b)(6)

Identifying and
Reporting Abuse

Each board member shall complete continuing education on identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children in accordance with Education Code 11.159(c)(2).

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed board member who did not complete this training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

The training shall be completed every two years and shall be at least one hour in length.

The training must familiarize board members with the requirements of Education Code 38.004 and 38.0041, and 19 Administrative Code 61.1051 (relating to Reporting Child Abuse or Neglect, Including Trafficking of a Child).

The training required by this provision shall include, at a minimum:

1. Instruction in best practices of identifying potential victims of child abuse, human trafficking, and other maltreatment of children;
2. Instruction in legal requirements to report potential victims of child abuse, human trafficking, and other maltreatment of children; and
3. Instruction in resources and organizations that help support victims and prevent child abuse, human trafficking, and other maltreatment of children.

The training sessions shall be provided by a registered provider [see Registered Provider, below].

This training may be completed online, provided that the training is designed and offered by a registered provider, incorporates interactive activities that assess learning and provide feedback to the learner, and offers an opportunity for interaction with the instructor.

19 TAC 61.1(b)(7)

School Safety

The SBOE shall require a trustee to complete training on school safety. *Education Code 11.159(b-1)*

The continuing education required under Education Code 11.159(b-1) applies to each member of an independent school district board of trustees.

Each member shall complete the training on school safety adopted by the SBOE. The training requirement shall be fulfilled by completing the online course adopted by the SBOE and made available by the commissioner of education. The training shall be completed every two years.

A candidate for school board may complete the training up to one year before he or she is elected or appointed. A newly elected or appointed trustee who did not complete the training in the year preceding his or her election or appointment must complete the training within 120 calendar days after election or appointment.

A district shall maintain verification of completion for each trustee.

19 TAC 61.3

Training Provider

*Registered
Provider*

For the purposes of 19 Administrative Code 61.1, a registered provider has demonstrated proficiency in the content required for a specific training. A private or professional organization, school district, government agency, college/university, or private consultant shall register with the Texas Education Agency (TEA) to provide the board member continuing education required by 19 Administrative Code 61.1(b)(3), (5), and (7) [see Legislative Update, Additional Continuing Education, and Identifying and Reporting Abuse, above].

A district that provides continuing education exclusively for its own board members is not required to register under 19 Administrative Code 61.1(c)(1)–(2).

19 TAC 61.1(c)

*Authorized
Provider*

An authorized provider meets all the requirements of a registered provider and has demonstrated proficiency in the content required by 19 Administrative Code 61.1(b)(4) and (6). Proficiency may be demonstrated in accordance with 19 Administrative Code 61.1(d).

A private or professional organization, school district, government agency, college/university, or private consultant may be authorized by TEA to provide the board member training required in 19 Administrative Code 61.1(b)(4) and (6).

An ESC shall be authorized by TEA to provide the board member training required in 19 Administrative Code 61.1(b)(4) and (6).

19 TAC 61.1(d)

[See above for 19 Administrative Code 61.1(b)(4) on Team Building and (b)(6) on Evaluating Student Academic Performance.]

Note: For cybersecurity training requirements, see CQB(LEGAL).



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: 2024-2025 Budget Amendment

Background Information:

Budget amendments are mandated by the state for budgeted funds reallocated from one function level to another. These changes are usually the result of unexpected levels of expenditures in certain Functional areas and must be amended in the budget for legal compliance.

Administrative Consideration:

TEA – Financial Accounting System Resource Guide

Budgetary Consideration:

Fund 199:

Increase 57xx for DEF Grant donations \$22,300

Increase function 11 expenses for DEF Grants \$18,800.

Increase function 36 expenses for DEF Grants \$3,500.

Total amount towards fund balance:

Total amount against fund balance for the fiscal year: \$2,924,797.

Supporting Documents:

See attached budget amendment

Recommendation:

Approve the Budget Amendment.

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools

**ESTIMATED REVENUES, APPROPRIATED EXPENDITURES
OTHER RESOURCES AND USES
BUDGET FOR 2024-2025**

	199	199		240	240		599	599		98	
	General Fund	General Fund	Increase/	Food Service	Food Service	Increase/	Debt Service	Debt Service	Increase/	Memorandum	
	Current Budget	Amended Budget	(Decrease)	Current	Proposed Budget	(Decrease)	Current Budget	Proposed Budget	(Decrease)	Proposed Budget	
				Budget						Budget	
REVENUES:											
5700	Local, Intermediate	\$ 5,335,515	\$ 5,357,815	\$ 22,300	\$ 262,000	\$ 262,000	\$ -	\$ 1,537,928	\$ 1,537,928	\$ -	\$ 7,157,743
5800	State Program Revenues	\$ 15,083,434	\$ 15,083,434	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 302,176	\$ 302,176	\$ -	\$ 15,395,610
5900	Federal Program Revenues	\$ 40,000	\$ 40,000	\$ -	\$ 845,000	\$ 845,000	\$ -	\$ -	\$ -	\$ -	\$ 885,000
5030	Total Revenues	\$ 20,458,949	\$ 20,481,249	\$ 22,300	\$ 1,117,000	\$ 1,117,000	\$ -	\$ 1,840,104	\$ 1,840,104	\$ -	\$ 23,438,353
EXPENDITURES:											
0011	Instruction	\$ 11,246,754	\$ 11,377,335	\$ 18,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,377,335
0012	Instructional Resources & Media Svcs.	\$ 225,917	\$ 225,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,917
0013	Curriculum & Personnel Development	\$ 434,034	\$ 434,034	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 434,034
0021	Instructional Leadership	\$ 368,215	\$ 368,215	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 368,215
0023	School Leadership	\$ 1,257,865	\$ 1,257,865	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,257,865
0031	Guidance & Counseling Services	\$ 1,137,446	\$ 1,137,446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,137,446
0032	Social Work Services	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
0033	Health Services	\$ 219,437	\$ 219,437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 219,437
0034	Pupil Transportation	\$ 552,424	\$ 863,424	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 863,424
0035	Food Services	\$ -	\$ -	\$ -	\$ 1,117,000	\$ 1,114,800	\$ -	\$ -	\$ -	\$ -	\$ 1,114,800
0036	Co-curricular Activities	\$ 1,226,785	\$ 1,230,285	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,230,285
0041	General Administration	\$ 962,611	\$ 962,611	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 962,611
0051	Plant Maintenance & Operations	\$ 2,732,876	\$ 2,758,601	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,758,601
0052	Security & Monitoring System	\$ 218,500	\$ 218,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 218,500
0053	Data Processing Services	\$ 564,688	\$ 564,688	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 564,688
0061	Community Services	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
0071	Debt Service	\$ 189,450	\$ 189,450	\$ -	\$ -	\$ 2,200	\$ -	\$ 1,487,427	\$ 1,487,427	\$ -	\$ 1,679,077
0081	Facilities Acquisition & Construction	\$ 1,398,988	\$ 1,406,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,406,238
0095	Pymt-juv. Justice Alternative Ed. Program	\$ 7,000	\$ 7,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,000
0099	Other Intergovernmental	\$ 155,000	\$ 155,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 155,000
6050	Total Expenditures	\$ 22,927,990	\$ 23,406,046	\$ 22,300	\$ 1,117,000	\$ 1,117,000	\$ -	\$ 1,487,427	\$ 1,487,427	\$ -	\$ 26,010,473
OTHER SOURCES AND USES											
7060	Other Sources (+)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7913	Proceeds from long term leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7914	Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8060	Other Uses (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000	Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Excess (Deficiency) of Revenues and Other Sources											
1200	Over Expenditures and Other Uses	\$ (2,469,041)	\$ (2,924,797)	\$ -	\$ -	\$ -	\$ -	\$ 352,677	\$ 352,677	\$ -	\$ (2,572,120)
0100	Fund Balance- July 1 (Beginning) 2024	\$ 15,540,883	\$ 15,540,883	\$ -	\$ 738,095	\$ 738,095	\$ -	\$ 1,649,228	\$ 1,649,228	\$ -	\$ 17,928,206
3000	Estimated Fund Balance- June 30 (Ending) 2025	\$ 13,071,842	\$ 12,616,086	\$ (455,756)	\$ 738,095	\$ 738,095	\$ -	\$ 2,001,905	\$ 2,001,905	\$ -	\$ 15,356,086



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: Call for School Board Election

Background Information:

ELECTION ORDER [BBBA (LEGAL)]:

A call for an election held on a uniform election date shall be made not later than the 78th day before election day (February 14, 2025). A board shall order the election. Election Code 3.004, .005

Each election order must state the date of the election, the offices or measures to be voted on, the location of the main early voting polling place, the dates and hours for early voting, the dates and hours of any Saturday and Sunday early voting, and the early voting clerk's official mailing address. Election Code 3.006, 83.010, 85.004, .007

Administrative Consideration:

Calling for a school board election for District 2 and the two At-Large positions to be held on Saturday, May 3, 2025. Positions currently held by Carl Brown (District 2), Renee Frieda (At-Large) and Chris Davis (At-Large).

Budgetary Consideration:

Devine ISD will hold election jointly with the City of Devine and all costs will be shared. If the city of Devine cancels their election, the district will contract with Medina County to hold the election.

Supporting Documents:

BBBA (LEGAL) Elections: Conducting Elections
Election Order and Notice

Recommendation:

Call for school board election for District 2 and two At-Large positions to be held on Saturday, May 3, 2025.

Respectfully Submitted by:

Geris Woods
Superintendent's Secretary

Approved by:

Dr. Todd Grandjean
Superintendent of Schools



Devine Independent School District

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 Dr. Todd Grandjean, Superintendent

**DEVINE INDEPENDENT SCHOOL DISTRICT
 NOTICE OF GENERAL ELECTION
 (AVISO DE ELECCION GENERAL)**

To the registered voters of DEVINE INDEPENDENT SCHOOL DISTRICT, DEVINE , Texas:
 (A los votantes registrados del DEVINE INDEPENDENT SCHOOL DISTRICT, DEVINE , Texas:)

Notice is hereby given that the polling place listed below will be open from 7:00 a.m. to 7:00 p.m., on SATURDAY, MAY 3, 2025, for voting in a general election to elect three trustees (one for District 2 and two At-Large). Only registered voters residing in District 2 can vote for the trustee in District 2, and ALL registered voters residing in Devine ISD can vote for the At-Large trustees.

(Notifíquese, por la presente, que la casilla electorales citada abajo se abrirán desde las 7:00 de la mañana hasta las 7:00 de la noche el SABADO, 3 de MAYO de 2025 para votar en la Elección General para elegir TRES FIDEICOMISARIOS (uno para Distrito 2 y dos posiciones generales). Solo los votantes registrados que residen en el distrito dos pueden votar por el fiduciario en el distrito dos y todos los votantes registrados que residen en el Devine ISD pueden votar por los fiduciarios en los posiciones generales.

On Election Day, voters must vote in their precinct where registered to vote.
 (El Día de Elección, los votantes deberán votar en su precinto donde están inscritos para votar.)

Location of Election Day Polling Place <i>(Ubicación de la casilla electorales el Día de Elección)</i>
Devine Municipal Building 303 S Teel Dr. Devine, TX 78016

For early voting, a voter may vote at the location listed below:

(Para Votación Adelantada, los votantes podrán votar en la ubicacion nombrado abajo.)

Location for Early Voting Polling Place <i>(Ubicación de la casilla electorales de votación adelantada)</i>	Days and Hours of Operation <i>(Días y Horas Hábiles)</i>	
Devine Municipal Building 303 S Teel Dr. Devine, TX 78016	Tuesday, April 22, 2025 – Friday, April 25, 2025 8:00 a.m. – 5:00 p.m.	
	and	
	Saturday, April 26, 2025 9:00 a.m. – 2:00 p.m.	Monday, April 28, 2025 – Tuesday, April 29, 2025 7:00 a.m. – 7:00 p.m.

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)*

Name of Early Voting Clerk (<i>Nombre del Secretaria de la Votación Adelantada</i>):	<u>Dora V. Rodriguez</u>
Address (<i>Dirección</i>):	<u>303 S Teel Dr.</u>
City/State/Zip Code (<i>Ciudad/Estado/Código Postal</i>):	<u>Devine, TX 78016</u>
Telephone Number (<i>Número de teléfono</i>):	<u>830-663-2804</u>
Email Address (<i>Dirección de correo electrónico</i>):	<u>citysec@cityofdevine.com</u>
Early Voting Clerk’s Website (<i>Sitio web del Secretaria de Votación Adelantada</i>):	<u>cityofdevine.com</u>

Applications for Ballots by Mail (ABBM) and Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 22, 2025: *(Las solicitudes para boletas que se votarán adelantada por correo y La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 22 de Abril 2025)*

Issued this the _____ day of _____, 20 _____.
 (Emitada este día _____ de _____, 20 _____.)



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

(830) 851-0795 Fax (830) 663-6706
Dr. Todd Grandjean, Superintendent

**ORDER OF ELECTION FOR
(ORDEN DE ELECCION PARA)
DEVINE INDEPENDENT SCHOOL DISTRICT**

An election is hereby ordered to be held on Saturday, May 3, 2025 for the purpose of electing three trustees (one for District 2 and two At-Large). Only registered voters residing in District 2 can vote for the trustee in District 1, and ALL registered voters residing in Devine ISD can vote for the trustees At-Large. *(Por la presente se ordena una elección que se celebrará el sábado 3 de mayo de 2025, con el propósito de elegir tres fiduciarios (uno por distrito 2 y dos posiciones generales). Solo los votantes registrados que residen en el distrito dos pueden votar por el fiduciario en el distrito dos y todos los votantes registrados que residen en Devine ISD pueden votar por los fiduciarios en las posiciones generales).*

Early voting by personal appearance will be conducted each weekday at Devine Municipal Building, 303 S Teel Dr., Devine, TX 78016 between the hours of 8:00 a.m. and 5:00 p.m. beginning on Tuesday, April 22, 2025 and ending on Tuesday, April 29, 2025. *(La votación anticipada en persona se llevará a cabo de martes a viernes en Devine Municipal Building, 303 S Teel Dr., Devine, TX 78016 entre las 8:00 de la mañana y las 5:00 de la tarde empezando el martes 22 de abril de 2025 y terminando el martes 29 de abril de 2025.)*

Additional early voting will be held as follows *(La votación adelantada además se llevará a cabo de tal manera):*

Location (Sitio)	Date (Fecha)	Hours (Horas)
Devine Municipal Building	Saturday, April 26, 2025 <i>(sabado 26 de abril de 2025)</i>	9:00 a.m. – 2:00 p.m. <i>(entre las 9:00 de la mañana y las 2:00 de la tarde)</i>
Devine Municipal Building	Monday, April 28, 2025 <i>(lunes 29 de abril de 2024)</i>	7:00 a.m. – 7:00 p.m. <i>(entre las 7:00 de la mañana y las 7:00 de la noche)</i>
Devine Municipal Building	Tuesday, April 29, 2025 <i>(martes 30 de abril de 2024)</i>	7:00 a.m. – 7:00 p.m. <i>(entre las 7:00 de la mañana y las 7:00 de la noche)</i>

Applications for ballot by mail shall be mailed to: *(Las solicitudes para boletas de votación adelantada por correo deberán enviarse a:)*

Name of Early Voting Clerk <i>(Nombre del Secretaria de la Votación Adelantada):</i>	<u>Dora V. Rodriguez</u>
Address <i>(Dirección):</i>	<u>303 S Teel Dr.</u>
City/State/Zip Code <i>(Ciudad/Estado/Código Postal):</i>	<u>Devine, TX 78016</u>
Telephone Number <i>(Número de teléfono):</i>	<u>830-663-2804</u>
Email Address <i>(Dirección de correo electrónico):</i>	<u>citysec@cityofdevine.com</u>
Early Voting Clerk’s Website <i>(Sitio web del Secretaria de Votación Adelantada):</i>	<u>cityofdevine.com</u>

Applications for Ballots by Mail (ABBMs) and Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 22, 2025: *(Las solicitudes para boletas que se votarán adelantada por correo y La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 22 de Abril 2025)*

Issued this the *(Emitida este día)* _____ day of *(de)* _____, 20 _____.

Signature of Presiding Officer *(Firma del Oficial que Preside)*

Member *(Miembro)*

Member *(Miembro)*

Member *(Miembro)*

Member *(Miembro)*

Member *(Miembro)*

Member *(Miembro)*



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: Election Services Agreement with the City of Devine

Background Information:

The election code requires that trustee elections be held on the same date and at the same polling places as the governing body of a municipality located in the district. This requires Devine ISD to have joint elections with the City of Devine. If the City were to cancel their election, Devine ISD will contract with Medina County for the trustee election.

Administrative Consideration:

The election code requires that terms of the joint election agreement be stated in an order, resolution, or other official action adopted by the board. The agreement has been updated and is being presented for your consideration.

Budgetary Consideration:

Supporting Documents:

Proposed Election Services Agreement

Recommendation:

Approve the resolution.

Respectfully Submitted by:

Dr. Todd Grandjean
Superintendent of Schools

**AGREEMENT TO CONDUCT JOINT ELECTIONS
BETWEEN DEVINE INDEPENDENT SCHOOL DISTRICT
AND THE CITY OF DEVINE FOR ELECTION SERVICES**

WHEREAS:

1. The Devine Independent School District, (“District”) and the City of Devine (“City”) (collectively, “the Parties”) will lawfully order and hold joint elections as required by law and in accordance with the terms of this Agreement; and
2. Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested; and
3. Pursuant to Section 271.002, Texas Election Code, political subdivisions of the State of Texas are authorized to hold elections jointly in voting precincts that can be served by common polling places if elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and
4. Texas Education Code, Section 11.581, requires the District to hold its general trustee elections jointly with a municipality located wholly or partially within the boundaries of the District on the May uniform election date or jointly with the county(ies) in which the District is located on the November election date; and
5. It would encourage greater voter participation and be convenient to the voters for the District and the city, (collectively referred to hereinafter as the “entities” or “Participating Entities”), to hold a joint election in the election precincts that can be served by common polling places insofar as possible.

NOW, THEREFORE, pursuant to Chapter 31, and Sections 271.002, and 271.003, Texas Election Code, Texas Education Code Section 11.0581 and Chapter 791 of the Texas Government Code, the Joint Election Agreement set forth below is entered into by and between the Participating Entities acting by and through their respective governing bodies, agree as follows:

I. Scope of the Election Agreement

- A.** The Agreement will govern the coordination between the Parties for the election(s) ordered by the Parties for a period of one (1) year from the date of its execution. The Agreement will renew annually unless terminated or amended by the Parties.
- B.** The District and the City will share a common early voting and election day polling location as follows or as otherwise agreed by the Parties:

Devine City Hall
303 S. Teel
Devine, Texas 78016

- C. Each of the Entities shall be individually responsible for the preparation and/or publication of election ballots, orders, resolutions, notices and other pertinent documents for adoption or execution by its own respective governing board as required by law.
- D. The City of Devine will be responsible for procuring, preparing, proofing and distributing sample ballots and ballots, including responsibility for all ballot programming for electronic voting equipment, as well as all lists, forms, name tags, posters and signage described in Chapters 51, 61 and 62 and Subchapter of Chapter 66 of the Texas Election Code. There shall be separate ballots for each entity that contain all appropriate races available for qualified voters of the two entities.
- E. The City of Devine will be responsible for the Spanish translation of the ballot.
- F. Election forms to be used and records to be maintained will be combined, as permitted by state and federal law, in a manner convenient and adequate to record and report the results of the election for the City and the District.
- G. Each entity shall be responsible for the preparation, publication and Spanish translation of its own Notice and Order of Elections.
- H. The city of Devine shall be responsible for obtaining HAVA-complaint voting systems which will be used by the entities in their respective elections.
- I. Voting equipment to be used at the common polling location will be provided as required by state and federal law.
- J. The joint tabulation of the precinct results shall be in a manner to facilitate the independent canvass of returns by the two entities.

II. Election Judge, Officer, and Clerks

- A. That the implementation, conduct and management of joint elections shall be by the City Secretary, City of Devine. The City Secretary, City of Devine, is hereby designated as the Chief Election Official and Joint Early Voting Clerk for the two entities. The implementation, conduct and management of the election shall include, but not be limited to:
 - i. The securing and supervision of qualified individuals to serve as election judges and clerks for each polling place.
 - ii. The securing of the election materials and supplies requisite to the proper administration of the elections, and the programming and preparation of DRE voting equipment to be used.

- iii. The City Secretary, City of Devine, will be responsible for the conduct of joint early voting by personal appearance and by mail, with the Devine City Hall serving as the location for early voting by personal appearance unless otherwise agreed by the Parties.
 - iv. City Secretary shall serve as general custodian of election records.
- B. Compensation for Election Workers: each election judge will receive \$15.00 per hour, Alternate Judges will receive \$14.00 per hour, and clerk(s) will receive \$13.00 per hour, plus overtime in accordance with federal law.
- i. Pursuant Section 32.091 of the Texas Election Code, an election judge or clerk may not be paid more than two hours of work before the polls open. In a precinct in which voting machines are used, a judge or clerk may not be paid more than two hours of work after the time for closing the polls or after the last voter has voted, whichever is later.
 - ii. Meal Expenses. Each election judge and clerk shall be paid a per diem rate for breakfast and lunch meal expenses on any day they work eight (8) hours or more at a polling location, in accordance with the meal expense rates established by the U.S. General Services Administration. Such is to be payable only upon timely submission to the City of receipts for reimbursement. To be considered timely, receipts for reimbursement must be submitted no later than sixty (60) days following the date of the expense.

III. Early Voting

- A. Early voting shall be conducted by personal appearance and by mail as required by state and federal law. The Joint Early Voting Clerk shall be the City Secretary. The Joint Early Voting Clerk shall appoint deputy early voting clerks to assist them at the early voting polling place. The main early voting polling place by personal appearance shall be the Devine City Hall, 303 S. Teel, Devine, Texas 78016 unless otherwise agreed by the Parties.
- B. City employees who serve as election workers in any capacity shall be compensated pursuant to Part II, Section B of this Agreement.

IV. Election Day

Voting on election day shall be at the Devine City Hall unless otherwise agreed by the Parties. The duties and services of the City and the District shall be as outlined in this agreement.

V. Joint Election Costs: Payment

- A. Election expenses incurred as the result of the services rendered by the City shall be apportioned as follows:
 - i. City of Devine will first fund all costs in full, other than the publication of each entity's Notice of Election.
 - ii. Devine ISD will reimburse the City of Devine for certain costs as follows:
 - a) One-half (1/2) of the cost of early voting.
 - b) One-half (1/2) of the cost of publication of all jointly required notices.
 - c) One-half (1/2) of the costs of the programming, rental of DRE voting equipment, election supplies, election worker training session, Early Ballot Board, Central County Station, and the tabulation supervisor and data processing manager.
 - iii. The entities will share equally all other costs incurred for the joint election.
- B. Cancellation. In the event any of the Participating Entities cancels their election because of unopposed candidates under Subchapter C of Title 1 of the Texas Election Code, the remaining Entity shall be responsible for 100% of the election costs incurred after the date of cancellation.
- C. All funds expended by each Entity shall be from current revenues.

VI. General Provisions

- A. Communications. Throughout the term of this Agreement, the Participating Entities will engage in ongoing communications concerning the conduct of an election and discuss and resolve any problems which might arise.
- B. Effective Date. This Agreement takes effect upon the complete execution of this Agreement by all Participating Entities.

VII. Miscellaneous Provisions

- A. Venue and Choice of Law. The Entities agree that venue for any dispute arising under this Agreement will lie in the appropriate courts of Medina County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America.

- B.** Entire Agreement. This Agreement contains the entire agreement of the parties relating to the rights herein granted and the obligations herein assumed and supersedes all prior agreement, including prior election services contracts relating to each Entity's elections. Any prior agreements, promises, negotiations, or representations not expressly contained in this Agreement are of no force and effect. Any oral representations or modifications concerning this Agreement shall be of no force or effect, excepting a subsequent modification in writing as provided herein.
- C.** Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the remaining provisions of this Agreement; the Parties shall perform their obligations under this Agreement in accordance with the intent of the parties to this Agreement as expressed in the terms and provisions of this Agreement.
- D.** Breach. In the event that any Participating Entity or County breaches any of its obligations under this Agreement, the non-breaching party shall be entitled to pursue any and all rights and remedies allowed by law. Nothing in this Agreement shall be construed as a waiver of any immunity or defense to which any Participating Entity is entitled under statutory or common law.
- E.** Other Instruments. The Entities agree that they will execute other and further instruments, or any documents as may become necessary or convenient to effectuate and carry out the purposes of this Agreement.
- F.** Mediation. When mediation is acceptable to both parties in resolving a dispute arising under this Agreement, the parties agree to use a mutually agreed upon mediator, or a person appointed by a court of competent jurisdiction, for mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless both parties are satisfied with the result of the mediation, the mediation will not constitute a final and binding resolution of the dispute. All communications with the scope of the mediation shall remain confidential as described in Section 154.023 of the Texas Civil Practice and Remedies Code unless both parties agree, in writing, to waive the confidentiality. Notwithstanding the foregoing, the parties intend to fully comply with the Texas Open Meetings Act and the Texas Public Information Act whenever applicable. The term "confidential" as used in this Agreement has the same meanings as defined and construed under the Texas Public Information Act and the Texas Open Meetings Act.
- G.** Amendment/Modification. Except as otherwise provided, this Agreement may not be amended, modified, or changed in any respect whatsoever, except by a further Agreement in writing, duly executed by the parties hereto. No official, representative, agent, or employee of any Participating Entity has any authority to modify this Agreement except pursuant to such expressed authorization as may be granted by the governing body of the respective Participating Entity.

- H. Counterparts. This Agreement may be executed in multiple counterparts, all of which shall be deemed originals and with the same effect as if all parties hereto had signed the same document. All of such counterparts shall be construed together and shall constitute one and the same Agreement.

- I. Termination. In the event that all positions in the DISD or City of Devine election are uncontested, and no proposition is presented for vote, that party shall have the right to withdraw from and termination this agreement by notification of other party in writing. In that event, that party would not share in any cost of election operations, except fees accrued and expenses incurred prior to receipt of a written notice of termination by the party incurring such fees or expenses.

IN TESTIMONY WHEREOF, the Participating Entities have executed this Agreement in multiple copies, each of equal dignity, on this _____ day of _____, 20__.

 Dr. Todd Grandjean, Superintendent

 Date

CITY OF DEVINE

 Butch Cook, Mayor

ATTEST:

 Dora V. Rodriguez, City Secretary



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: Review DEC Local and Consider Incentive for Early Notification

Background Information:

Review the DEC Local Policy to determine if DISD Board of Trustees would like to continue to provide an incentive award for early notification of resignation/retirement prior to the March regular Board meeting. In 2024, six employees received the early notice incentive award.

Administrative Consideration:

The DEC policy states that:

A contract employee who submits his or her early notice of resignation or retirement on the date established by the Superintendent and prior to the regular March Board meeting shall be eligible to receive an early notice incentive award.

The rate of this early notice incentive award shall be established annually by the Board.

Budgetary Consideration:

This will affect the budget and the amount of the incentive is set by DISD Board annually.

Supporting Documents:

Board Policy DEC (Local)

Recommendation:

Approve the incentive award as detailed in DEC Local Policy for \$500.00 for each employee not to exceed a total of \$5,000 as recommended by the superintendent.

Respectfully Submitted by:

Dr. Todd Grandjean
Superintendent of Schools

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:

Immediate Family

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than five consecutive workdays because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

Discretionary use of state personal leave shall not exceed three consecutive workdays.

Local Leave

Each employee shall earn five paid local leave days per school year in accordance with administrative regulations.

Each employee in a position normally requiring more than 216 days of service in a school year shall earn additional local leave days in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

**Catastrophic Sick
Leave Pool**

An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a catastrophic sick leave pool, to which District employees may donate local leave for use by the eligible employee.

The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the catastrophic sick leave pool.

The Superintendent shall develop regulations for the implementation of the catastrophic sick leave pool that address the following:

1. Procedures to request the establishment of a catastrophic sick leave pool;
2. The maximum number of days an employee may donate to a catastrophic sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a catastrophic sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's catastrophic sick leave pool in

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

Leave at the End of Semester

When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.

The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.

**Workers'
Compensation**

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

**No Paid Leave
Offset**

The District shall not permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

**Annual Payment for
Unused Leave**

Each employee may request annual payment for unused local leave to a maximum of two days per school year.

An employee who wishes to receive payment for unused leave must submit his or her written request in accordance with administrative procedures.

The employee shall receive payment for each day of unused local leave at a rate established by the Board.

Days for which the employee received payment shall not be available to that employee for use in the District.

The rate established by the Board shall be in effect until a new rate is adopted. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

**Payment for
Accumulated Leave
Upon Retirement**

The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program.

An employee who retires from the District shall be eligible for payment for accumulated local leave if the employee uses no more than a total of ten leave days during the school year immediately preceding retirement.

The employee shall receive payment for each day of accumulated local leave days at a rate established by the Board. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Incentive for Early
Notice of
Resignation or
Retirement**

A contract employee who submits his or her early notice of resignation or retirement on the date established by the Superintendent and prior to the regular March Board meeting shall be eligible to receive an early notice incentive award.

The rate of this early notice incentive award shall be established annually by the Board.

**Neutral Absence
Control**

With the exception of leaves of absence for military duty or as otherwise allowed by law, no authorized leave of absence, by itself or in combination with other periods of leave, may last longer than 180 days in a 12-month period or nine months in an 18-month period. Any employee who, for any reason or combination of reasons, misses a total of 180 days of work in a 12-month period or a total of nine months of work in an 18-month period shall be subject to termination due to unavailability for work, subject to the provisions below.

A medical clearance showing that the employee is physically able to perform the essential functions of his or her position shall be required in order for the employee to return to work.

Contract Employees

In the event that a contract employee fails to immediately return to work upon medical certification of the employee's ability to perform essential job functions, with or without reasonable accommodations, such failure to return to work, regardless of the type of leave, shall be considered good cause for termination. For termination procedures and rights of contract employees, see DF series and DCE.

Noncontract
Employees

A noncontractual employee who fails to return to duty upon such medical release showing that the employee is physically able to perform the essential functions of his or her position, with reasonable accommodations, shall be deemed to have voluntarily resigned his or her employment with the District effective immediately upon the expiration of the maximum leave period and shall be offered health benefits according to COBRA.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: Jan. 20, 2025

Agenda Item: Devine Education Foundation Donation

Background Information:

We are funding 12 teaching grants and one club grant.

Administrative Consideration:

Funds will be used to purchase supplies/equipment requested the grant requests.

Budgetary Consideration:

Check to DISD for the approved grants

Supporting Documents:

\$25,018.00 for 13 total grants

<i>--CES Art—partially funded, Cricut Machine, supplies</i>	<i>\$500.00</i>
<i>--DHS Career Readiness—Culinary skills</i>	<i>\$500.00</i>
<i>--DHS FCS—Quilting</i>	<i>\$1,000.00</i>
<i>--DHS Science</i>	<i>\$4,000.00</i>
<i>--DHS Robotics</i>	<i>\$2,520.00</i>
<i>--DHS--OAP Unit Set.</i>	<i>\$3,500.00</i>
<i>--DMS Multimedia Class-Two cameras</i>	<i>\$1,400.00</i>
<i>--DMS Shop—Two requests, \$1,800 and \$2,000</i>	<i>\$3,800.00</i>
<i>--Kinder—Activity Centers</i>	<i>\$2,000.00</i>
<i>--PreK, Sensory Supplies</i>	<i>\$600.00</i>
<i>--DMS VR headsets</i>	<i>\$5,198.00</i>

Recommendation:

Approve the \$25,018.00 for grant awards

Respectfully Submitted by:

Brenda Gardner
DEF Director

Approved by:

Todd Grandjean
Superintendent of Schools

Devine Independent School District
Donation Form

The Devine Independent School District Board Policy CDC (Legal) states: All bequests of property for the benefit of the public schools shall, when not otherwise directed by the grantor, vest the property in the Board. Funds or other property donated may be expended: 1) For any purpose designated by the donor that is in keeping with the lawful purposes of the schools that are to benefit from the donation; or 2) For any legal purpose if the donor designated no specific purpose.

Devine ISD is a political subdivision of the state of Texas and as such is exempt under section 115 of the IRS Code. Contributions to the district are deductible by donors as provided in section 170 of the IRS.

Type: Cash/Check Gift Card Materials Equipment

Donor Information:

Donor Name: Devine Education Foundation Organization: DEF

Address: 605 W. Hondo

City: Devine State: TX Zip Code: 78016

51

Donated to: Devine ISD

Purpose of Donation: Funding for dual-credit program

Value of Donated Property: \$ \$ 5,000.00

Describe/Itemize Donated Property: DEF approved funding

Donor Imposed Restrictions, if any: _____


Donor Signature

Jan. 13, 2025
Date

To Be Completed By District Official

Donation approved by: _____ Date: _____
(Superintendent, or Board of Trustees if value over \$1000)

To Be Completed by Business Office

Date of Receipt: _____ Amount Received (if cash): \$ _____

[] Cash [] Check # _____ Deposited to account #: _____

Fixed Asset Tag #: _____ Location: _____



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: Jan. 20, 2025

Agenda Item: Devine Education Foundation Donation

Background Information:

We are funding a portion of the expenses for the dual-credit program at DHS.

Administrative Consideration:

Funds will be used for program expense.

Budgetary Consideration:

Check to DISD for the approved donation

Supporting Documents:

\$5,000.00—one-half of funding; the other half will be paid in June.

Recommendation:

Approve the \$5,000.00 for DC Program

Respectfully Submitted by:

Brenda Gardner
DEF Director

Approved by:

Todd Grandjean
Superintendent of Schools

Devine Independent School District
Donation Form

The Devine Independent School District Board Policy CDC (Legal) states: All bequests of property for the benefit of the public schools shall, when not otherwise directed by the grantor, vest the property in the Board. Funds or other property donated may be expended: 1) For any purpose designated by the donor that is in keeping with the lawful purposes of the schools that are to benefit from the donation; or 2) For any legal purpose if the donor designated no specific purpose.

Devine ISD is a political subdivision of the state of Texas and as such is exempt under section 115 of the IRS Code. Contributions to the district are deductible by donors as provided in section 170 of the IRS.

Type: Cash/Check Gift Card Materials Equipment

Donor Information:

Donor Name: Devine Education Foundation Organization: DEF

Address: 605 W. Hondo

City: Devine State: TX Zip Code: 78016

53

Donated to: Devine ISD

Purpose of Donation: Grant awards

Value of Donated Property: \$ \$ 25,018.00

Describe/Itemize Donated Property: Funds for requests

Donor Imposed Restrictions, if any: _____


Donor Signature

Jan. 13, 2025
Date

To Be Completed By District Official

Donation approved by: _____ Date: _____
(Superintendent, or Board of Trustees if value over \$1000)

To Be Completed by Business Office

Date of Receipt: _____ Amount Received (if cash): \$ _____

Cash Check # _____ Deposited to account #: _____

Fixed Asset Tag #: _____ Location: _____



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: Medina County Appraisal District Director Nomination

Background Information:

The role of the appraisal district board of directors is to hire the chief appraiser, set the budget and appoint the appraisal review board members. Each taxing entity in Medina County may nominate a representative for the Medina County Appraisal District Board of Directors to serve a two-year term. The board currently has a vacancy so they are asking for nominations from the taxing entities. Once they receive the nominations, the board will vote for the candidate to finish the unexpired term through the end of 2025.

Administrative Consideration:

Dr. Stewart Marsh has been contacted and has agreed to serve on the board if he is elected.

Budgetary Consideration:

None

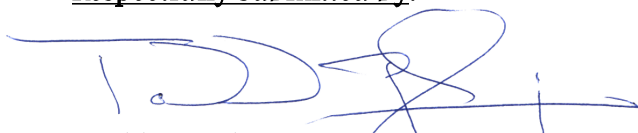
Supporting Documents:

Letter from Medina County Appraisal District and resolution

Recommendation:

Nominate Dr. Stewart Marsh as a candidate for the vacant position on the Medina County Appraisal District Board of Directors.

Respectfully Submitted by:



Todd Grandjean
Superintendent of Schools

MEDINA CENTRAL APPRAISAL DISTRICT

1410 AVE K
HONDO, TX 78861

CHIEF APPRAISER
JOHNETTE L. DIXON, RTA, RPA, CTA, CCA

830-741-3035
cs@medinacad.org



December 9, 2024

55

Dear Voting Jurisdictions,

This letter is regarding a vacancy that has come up on the Medina Central Appraisal District Board of Directors. Property Tax Code, Section 6.03 (l) states: "If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy."

Please submit your nomination in the form of a resolution to this office no later than January 23, 2025. If you have any questions please feel free to call me at (830) 741-3035.

Sincerely,

Johnette Dixon
Chief Appraiser
Medina CAD



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

*(830) 851-0795 Fax (830) 663-6706
Todd Grandjean, Superintendent*

A RESOLUTION NOMINATING A CANDIDATE TO FILL THE VACANCY ON THE MEDINA COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS TO COMPLETE THE TWO YEAR TERM THROUGH 2025.

The Devine Independent School District hereby nominates and submits to the Chief Appraiser of the Medina County Appraisal District the name and address of the following candidate for the Medina County Appraisal District Board of Directors to complete the two-year term through 2025.

Dr. Stewart Marsh
Name

1109 CR 5710
Address

Devine, Texas 78016
City Zip Code

PASSED AND APPROVED ON THIS 20th DAY OF JANUARY, 2025.

Nancy Pepper, School Board President

ATTEST:

Keri James, School Board Secretary



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: 01/20/2025

Agenda Item: Final Payment for Devine ISD Headstart Portable Building

Background Information:

This project was originally developed through Headstart utilizing BuyBoard in 2022

Administrative Consideration:

CV(LOCAL)-A

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

Budgetary Consideration:

\$64,250.50

Supporting Documents:

Pay application attached

Recommendation:

Devine ISD Operations Dept. has reviewed the close-out documents and final pay application, and therefore request approval from the Devine ISD Board of Trustees as authorization to proceed with the above described operations.

Respectfully Submitted by:

Kandy Stein
Director of Operations/Custodial Services

Approved by:

Dr. Todd Grandjean
Superintendent of Schools

Devine ISD
1270 W. Summit Ave.
APPLICATION FOR PAYMENT

PROJECT NAME/NO.: Clavarra ES Modular Building	APPLICATION NO.: 1409
	CONTRACT/PO NO.: 259960
CONTRACTOR: Dodson House Moving, LLC	APP. DATE: 1/6/2025
ADDRESS: 12939 South West Loop 410	PERIOD BEGINNING: 8/27/2024
San Antonio, Texas 78224	PERIOD ENDING: 12/31/2024
210-628-1459	APPLICATION AMOUNT: \$64,250.50

CONTRACT AMOUNT RECONCILIATION:

ORIGINAL CONTRACT AMOUNT	\$463,630.59
EXECUTED CHANGE ORDERS	
1. Increase Contingency Fencing	\$7,375.00
2. Increase Contingency Site Work	\$43,200.00
3.	\$0.00
4. Inc Cont Con Bike and Curb	\$7,200.00
5. Inc Cont Electrical Copper	\$3,000.00
TOTAL CHANGE ORDER AMOUNT	\$60,775.00
TOTAL CONTRACT AMOUNT	\$524,405.59
a. Work Complete This Period	\$64,250.50
b. Stored Material This Period	\$0.00
c. Total Previous Requests (line d of previous request)	\$460,155.09
d. Total Gross Earned (a+b+c)	\$524,405.59
e. Retainage 0.00% (of line d)	\$0.00
f. Net Earned (d - e)	\$524,405.59
g. Less Amounts Paid (line f of previous request)	\$460,155.09
h. Total Net Due (line f - g)	\$64,250.50
Balance to Complete	\$0.00

OWNER APPROVAL:

PROJECT MANAGER: _____
Signature *Date*

INSPECTOR: _____
Signature *Date*

OWNER: _____
Signature *Date*

CONTRACTOR APPROVAL:

DATE: 1/6/2025

CONTRACTOR: Dodson House Moving, LLC

SIGNATURE _____

NAME: Edgar Dodson

TITLE: Project Manager

Notary Public _____
 State of _____
 Commission Expires _____

MAIL TO:

ADDRESS:

CONTRACTOR:

Dodson House Moving, LLC
 12939 South West Loop 410
 San Antonio, Texas 78224
 210-628-1459

Devine ISD
1270 W. Summit Ave
 CONTINUATION SHEET
 Clavarra ES Modular Building

PAYMENT: 1409
PERIOD ENDING: 12/31/2024
APP. DATE: 1/6/2025

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED FROM PREV APPL (D+E)	E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G / C)	H BALANCE TO FINISH (C-G)	I RETAINAGE 0%
	Clavarra ES Modular Building								
1	Oversight	\$7,000.00	\$6,000.00	\$1,000.00		\$7,000.00	100%	\$0.00	
2	Bond (payment/performance)	\$13,239.02	\$13,239.02	\$0.00		\$13,239.02	100%	\$0.00	
3	Management Fee	\$9,090.80	\$9,090.80	\$0.00		\$9,090.80	100%	\$0.00	
4	Communications	\$28,136.25	\$28,136.25	\$0.00		\$28,136.25	100%	\$0.00	
5	Electrical Connections	\$49,375.00	\$49,375.00	\$0.00		\$49,375.00	100%	\$0.00	
6	Plumbing	\$27,996.25	\$27,996.25	\$0.00		\$27,996.25	100%	\$0.00	
7	Fire Alarm Connections	\$31,217.77	\$31,217.77	\$0.00		\$31,217.77	100%	\$0.00	
8	Site Work	\$120,375.00	\$120,375.00	\$0.00		\$120,375.00	100%	\$0.00	
9	Aluminum Decks	\$8,000.00	\$8,000.00	\$0.00		\$8,000.00	100%	\$0.00	
10	Aluminum Allowance	\$15,000.00	\$15,000.00	\$0.00		\$15,000.00	100%	\$0.00	
10	Curb Work	\$33,125.00	\$33,125.00	\$0.00		\$33,125.00	100%	\$0.00	
10	Sidewalks	\$37,750.00	\$15,000.00	\$22,750.00		\$37,750.00	100%	\$0.00	
10	Stripping of Asphalt	\$5,625.00	\$5,625.00	\$0.00		\$5,625.00	100%	\$0.00	
10	Hydro Mulch	\$6,062.50	\$0.00	\$6,062.50		\$6,062.50	100%	\$0.00	
10	Canopies West	\$31,250.00	\$0.00	\$31,250.00		\$31,250.00	100%	\$0.00	
10	Canopies East	\$28,988.00	\$0.00	\$28,988.00		\$28,988.00	100%	\$0.00	
10	Utility Locate	\$2,712.50	\$2,712.50	\$0.00		\$2,712.50	100%	\$0.00	
10	Debris Haul Off / Demo	\$3,750.00	\$3,750.00	\$0.00		\$3,750.00	100%	\$0.00	
10	Sanitary Facilities	\$937.50	\$937.50	\$0.00		\$937.50	100%	\$0.00	
10	Prior Payment	-\$36,000.00	\$0.00	-\$36,000.00		-\$36,000.00	100%	\$0.00	
15	Contingency	\$100,775.00	\$90,575.00	\$10,200.00		\$100,775.00	100%	\$0.00	
	Grand Total	\$524,405.59	\$460,155.09	\$64,250.50		\$524,405.59	100%	\$0.00	\$ -



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: January 20, 2025

Agenda Item: Approve CND Cargo Van

Background Information:

The Child Nutrition department would like to purchase a cargo van for transporting food to DAEP/DLA and in bad weather, the new PreK portable. The van would also be utilized if an elementary multipurpose space was to be constructed.

Capital expenditures over \$5,000 must have TDA approval. 3 quotes from three different sources must be included. The quotes and justification have been submitted and approved.

Administrative Consideration:

Board Policy CH (Local) – Purchasing Authority – Purchases that costs or aggregates to a cost of \$ 50,000 or more shall require Board approval before a transaction may take place.

Budgetary Consideration:

For 2023-2024 there was excess fund balance in the child nutrition fund (more than three months of average operating expenses). TDA approved an excess fund balance plan that included a cargo van. The budget amendment includes moving child nutrition fund balance to the current budget.

Supporting Documents:

The quotes are attached.

Recommendation:

Approve the TDA approved quote for Child Nutrition Department cargo van.

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools

**Capital Expenditure Request
For School Year: 2024 - 2025**

00800 Status: Active
DEVINE ISD
 DBA:
 605 W HONDO
 DEVINE, TX 78016-6080
 County District Code: 163-901
 ESC: 20 TDA Region: 4

Comments to Contracting Entity

1.13.25 CL

Update: An increase in the threshold for determining equipment from a per unit cost of \$5,000 to \$10,000 (2 CFR §200.439) took effect October 1, 2024

See the following link for reference:

[https://www.ecfr.gov/current/title-2/part-200/section-200.439#p-200.439\(b\)\(2\)](https://www.ecfr.gov/current/title-2/part-200/section-200.439#p-200.439(b)(2))

The request for capital expenditure is approved.

Proper procurement is required and will be verified during an Administrative Review. The Contracting Entity is hereby responsible to ensure that the appropriate allocation is applied, and the item(s) purchased is/are utilized 100% for the Child Nutrition Program (CNP). If the procurement method and documentation are not in compliance, the state agency will issue a finding with possible fiscal action.

Note:

1. Per ARM section 16, furnishing "New Kitchens" is not an allowable cost.
2. The approval of the Excess Net Cash Resources Plan does not constitute an approval, expressed or implied of individual capital items/expenses.

If technical assistance is required, please reach out to your Educational Service Center.

For instructions on how to submit a Capital Expenditure Request, click the link below:

PowerPoint Presentation (squaremeals.org)

1.10.25 CL

There are three things that are needed to process this.

- 1). The winning quote.
- 2). The address of where this will be parked when not in use.
- 3). The justification for why the vehicle is needed.

Contact Information

1. Name:	Salutation Mrs. <input type="text"/>	First Name Shannon	Last Name Ramirez
2. Email Address:	shannon.ramirez@devineisd.org		
3. Phone:	(830) 851-0704	Ext:	Fax:
4. Title:	CFO		

Capital Expenditure Items

5. By Federal law, TDA must approve, in advance, any capital expenditures greater than or equal to \$5,000. Complete the fields below to submit your capital expenditure request to TDA.

Select 'Type of Item' from the drop-down list below. If item is not listed, select 'Other' and type a brief description in the line below 'Other'.

	Item Location	Type of Item	Equipment Age	Quantity	Cost per Item	Total Cost	% Paid by Program Funds
1.	DSAC	Vehicle/Van/Truck	>10 years	1	\$56,116.75	\$56,116.75	100%
2.			N/A: no existing equipment	0	\$0.00	\$0.00	0%
3.			N/A: no existing equipment	0	\$0.00	\$0.00	0%
4.			N/A: no existing equipment	0	\$0.00	\$0.00	0%
5.			N/A: no existing equipment	0	\$0.00	\$0.00	0%
Total Capital Expenditure						\$56,116.75	

6. Contracting Entity Justification:

1. We want to go with the Mac Haik Ford Cargo van. Even though it is the highest bid it is ready and on the ground. The other two will have to be built.
2. It will be parked at the district transportation department when not in use at 801 N. Teel, Devine, TX 78016.
3. We need to transport food to our DAEP campus and the new PreK building. The current

Attachments

Attach three quotes required for this purchase. If this capital expenditure request is part of a TDA-approved Excessive Fund Balance Plan, also attach the approved plan.

[View](#)



61
Attached on: 1/9/2025 11:53:21 AM

Attachment Count: 1

SILSBEE FORD	FORD TRANSIT VAN K1Y CARGO	TIPS	\$ 53,784.25
ROCKDATE COUNTRY FORD	FORD TRANSIT CARGO VAN		\$ 55,095.00
MAC HAIK FORD	FORD TRANSIT 250 CARGO RWD	BUYBOARD	\$ 56,166.75



PRODUCT PRICING SUMMARY

TIPS 240901 Transportation Vehicles

VENDOR—Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: DEVINE ISD Prepared by: SETH GAMBLIN
 Contact: _____ Phone: 512.436.1313
 Email: _____ Email: SGAMBLIN.SILSBEEFLEET@GMAIL.COM
 Product Description: FORD TRANSIT VAN *K1Y* CARGO Date: December 31, 2024

A. Bid Item: _____ A. Base Price: \$ **49,909.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
W1X	2025 TRANIST 350 CARGO UPGRADE	\$ 3,175.00	101A	ORDER CODE	
	HIGH ROOF VAN 148"WB			9500LB GVWR	
998	ENGINE 3.5L V6	\$ -			
44U	10 SPEED TRANS AUTO				
				Wheels: 16" Silver Steel	

Total of B. Published Options: \$ **3,175.00**

Published Option Discount (5%) \$ **(98.00)**

C. Additional Options

\$= 0.0 %

Options	Bid Price	Options	Bid Price
		EXTERIOR COLOR WHITE	
		INTERIOR COLOR- DARK PALAZZO	
		VINYL 21G	

Total of C. Unpublished Options: \$ -

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **450.00**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ -

F. Contract Price Adjustment: _____

G. Additional Delivery Charge: 199 miles \$ **348.25**

H. Subtotal: \$ **53,784.25**

I. Quantity Ordered 1 x K = \$ **53,784.25**

J. Trade in: _____ \$ -

K. _____

L. Total Purchase Price \$ **53,784.25**

Prepared for: Kandy Stein, Devine ISD

2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450



Client Proposal

Prepared by:

Paul Neagle

Office: 512-563-3290

Quote ID: DISD24R1X

Date: 01/02/2025



Prepared for: Kandy Stein

Devine ISD

Prepared by: Paul Neagle

01/02/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626



2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

Kandy Stein, Devine ISD

Re: Quote ID DISD24R1X 01/02/2025

Dear Kandy,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Paul Neagle

512-563-3290

Prepared for: Kandy Stein

Devine ISD

Prepared by: Paul Neagle

01/02/2025



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

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Prepared for: Kandy Stein



Devine ISD

Prepared by: Paul Neagle

01/02/2025

Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Kandy Stein

Devine ISD

Prepared by: Paul Neagle

01/02/2025



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
R1X	Base Vehicle Price (R1X)	\$51,460.00
Packages		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.5L PFDi V6 Flex-Fuel Includes port injection. - Transmission: 10-Spd Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - 4.10 Limited-Slip Axle Ratio - GVWR: 9,070 lb - Tires: 235/65R16C 121/119 R AS BSW - Wheels: 16" Silver Steel w/Black Hubcap - Dark Palazzo Gray Vinyl Bucket Seats Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only. - Vinyl Front Bucket Seats	N/C
Powertrain		
998	Engine: 3.5L PFDi V6 Flex-Fuel <i>Includes port injection.</i>	Included
44U	Transmission: 10-Spd Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X4L	4.10 Limited-Slip Axle Ratio	Included
STDGV	GVWR: 9,070 lb	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C 121/119 R AS BSW	Included
STDWL	Wheels: 16" Silver Steel w/Black Hubcap	Included
Seats & Seat Trim		
V	Vinyl Front Bucket Seats	Included
21G	Dark Palazzo Gray Vinyl Bucket Seats <i>Includes 2-way manual driver seat, 2-way manual passenger seat and driver armrest only.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Kandy Stein

Devine ISD

Prepared by: Paul Neagle

01/02/2025



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

As Configured Vehicle (cont'd)

Code	Description	MSRP
Other Options		
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
91B	Wiper Activated Headlamps	\$30.00
544	Long-Arm Manual-Folding Heated Pwr Adjusting Mirrors <i>Includes turn signals.</i>	\$220.00
67D	Trailer Brake Controller (TBC) This option must be added at time of ordering. Neither a Ford or aftermarket trailer brake controller can be added later (after vehicle is built). <i>Includes:</i> <i>- Large Center Console</i> <i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>	\$405.00
53B	Heavy-Duty Trailer Tow Package If a TBC is required, it must be added to initial order. Neither a Ford nor aftermarket TBC can be added later. <i>Deletes rear tow hook. Includes 4/7 pin connector assembly and rear jumper and relay system for backup/B+/running lights. This package does not include a Trailer Brake Controller (TBC) (67D).</i> <i>Includes:</i> <i>- Tow/Haul Mode w/Trailer Wiring Provisions</i> <i>- Frame Mounted Hitch Receiver</i>	\$485.00
41B	Passenger-Side B-Pillar Assist Handle	Included
66C	D-Pillar Assist Handles <i>Located on the driver and passenger-side. Due to space requirements, the driver-side handle is deleted if front/rear aux a/c and heater (driver controlled) (57G) is also ordered.</i>	\$60.00
15F	Full Rear Compartment Lighting <i>Includes cargo area LED lights at C-pillar and D-pillar and rear compartment LED switch.</i>	\$75.00
66D	Front Overhead Shelf	\$75.00
47T	Lockable Door Bulkhead w/Window <i>The bulkhead is located behind the driver and passenger seats in the cargo van, and separates them from the cargo area.</i> <i>Includes:</i> <i>- Passenger-Side B-Pillar Assist Handle</i>	\$1,395.00
67E	Large Center Console <i>Includes an integrated shifter, a dual cup holder and an additional storage area.</i>	Included

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Kandy Stein

Devine ISD

Prepared by: Paul Neagle

01/02/2025



Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

As Configured Vehicle (cont'd)

Code	Description	MSRP
16E	Front & Rear Vinyl Floor Covering <i>Includes wheel well liners.</i>	\$245.00
58V	Radio: AM/FM Stereo w/SYNC 3 <i>Includes 4.0" multi-function display, Bluetooth, dual USB ports and 4 speakers (front).</i>	\$280.00
63E	Dual AGM Batteries (70 Amp-hr Each)	Included
61C	Vehicle Maintenance Monitor <i>Includes engine hour meter. Depending on the engine, this feature will display engine hour meter, oil life, oil level and tire pressure status.</i>	\$45.00
90D	110V/400W Power Outlet <i>High-power outlets deliver up to 400 watts of power, allowing drivers to easily charge smaller corded tools, battery chargers or mobile devices on-site.</i> <i>Includes:</i> <i>- Dual AGM Batteries (70 Amp-hr Each)</i>	\$475.00
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
43R	Reverse Sensing System	\$295.00
43B	Back Up Alarm Ford accessory, pre-installed. <i>Includes 102 dB(A) warning capability.</i>	\$150.00
153	Front License Plate Bracket Standard in states requiring two license plates and optional in all other states.	N/C

Fleet Options

WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
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Emissions

425	50-State Emissions System	STD
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2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

As Configured Vehicle (cont'd)

Code	Description	MSRP
Exterior Color		
YZ_01	Oxford White	N/C
Interior Color		
VK_01	Dark Palazzo Gray w/Vinyl Front Bucket Seats	N/C
SUBTOTAL		\$55,770.00
Destination Charge		\$2,095.00
TOTAL		\$57,865.00

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Prepared for: Kandy Stein



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Mac Haik Ford | 7201 South Interstate 35 Georgetown Texas | 78626

2024 Transit-250 Cargo RWD High Roof Van 148" WB Base (R1X)

Price Level: 450 | Quote ID: DISD24R1X

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$57,865.00
Subtotal	\$57,865.00

Pre-Tax Adjustments

Code	Description	MSRP
Dealer Discount	Dealer Discount	-\$2,100.00
GPC	Government Pricing Concession	-\$600.00
Subtotal		\$55,165.00

Post-Tax Adjustments

Code	Description	MSRP
2yr State Inspe	State Inspection Labor	\$16.75
<i>State Inspection</i>		
Doc	Doc Fee	\$225.00
BUY BOARD FEE 2	Buy Board Contract # 724-23	\$400.00
Delivery Fee	Delivery Fee	\$360.00
Subtotal		\$56,166.75
Total		\$56,166.75

Customer Signature

Acceptance Date

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ROCKDALE COUNTRY FORD

PO BOX 72, ROCKDALE, TX 76567

End User: Devine ISD Caldwell Rep: Jake Schobinger QT# JS1925-1
 Contact: Kandy Stein Phone: 979.429.8847
 Phone/email: 830.851.0754/kandy.stein@devineisd.org Date: Thursday, January 09, 2025
 Contract: 070-M1 email: jake@usaautomotivepartners.com

Product Description: Cargo Van

A. Bid Series: 071-92-30 Base Price: \$ **55,095.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	2025 Ford Transit Cargo Van (W1X) T-350 148" Hi Rf 9500 GVWR RWD			Wheels: 16" Silver Steel	INCL
				Tires: 235/65R16C All Season	INCL
101A	Order Code 101A	INCL		Remote Keyless Entry	INCL
YZ	Oxford White	INCL		Cruise Control	INCL
998	Engine: 3.5L PFDi V6 Flex-Fue	INCL		Power Windows	INCL
44U	Transmission: 10 Speed Automatic	INCL		Power Door Locks	INCL
21G	Dark Palazzo Gray Vinyl Bucket Seats	INCL		Vinyl Flooring	INCL
X4L	4.10 Limited-Slip Axle Ratio	INCL		Back-up Camera	INCL
153	Front License Plate Bracket	INCL			
Total of B. Published Options:					

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Order Summary	Bid Price
PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)	2025MY Factory Order Delivery ETA: Q2/Q3 2025	COLOR / DELIVERY
	Unpublished Options Total:	

D. UPFITTERS: \$ -

E. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ -
**Floor Plan Interest will not be applied if the Chassis is paid for upon arrival at the Upfitter. \$800/Month*

F. Lot Insurance (for in-stock and/or equipped vehicles): \$ -
**Lot Insurance will not be applied if the Chassis is paid for upon arrival to the Upfitter. \$800/Month*

G. Contract Price Adjustment: \$ -

H. Additional Delivery Charge: _____ miles \$ -

I. Subtotal: \$ **55,095.00**

J. Quantity Ordered 1 x K = \$ **55,095.00**

K. Trade in: \$ -

L. BUYBOARD FEE PER PURCHASE ORDER \$ -

M. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE) \$ **55,095.00**



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: 01/20/2025

Agenda Item: Consider Changing the March and April board meeting dates

Background Information:

Board meetings are scheduled for the 3rd Monday of every month.

Administrative Consideration:

The March board meeting is scheduled for March 17, 2025 which is the first day after spring break. Changing this date will allow staff more time to complete BoardBook materials. The April board meeting is scheduled for April 21, 2025 which falls on a district holiday and the district will be closed.

Budgetary Consideration:

This will not affect the budget.

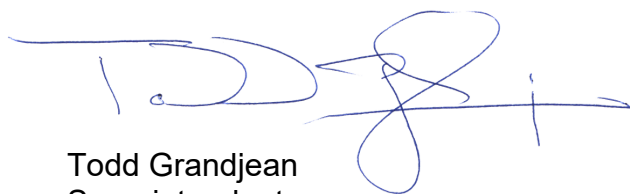
Supporting Documents:

None

Recommendation:

Change board meeting dates to March 24, 2025 and April 28, 2025.

Respectfully Submitted by:



Todd Grandjean
Superintendent