

Notice of Regular Meeting

The Board of Trustees Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD will be held March 24, 2025, beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., 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. Dollars for Scholars Donation

4. FCCLA Presentation

5. Citizen Communication

A. Public Comment for Non-Agenda Items

B. Public Address for Items on the Agenda

6. Legislative Update 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. Bond Projects Update

c. Consider and Discuss Intruder Detection Audit Report Findings

d. Safety & Security Report, Michael Gomez

e. Monthly Activity Calendar

f. District Event Calendar

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

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

b. PEIMS Fall Report

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 Academy/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	
A. Minutes of Board Meeting (s)	4
B. Budget Amendment	8
C. Approve Instruction Materials Allotment and TEKS Certification for 2025-26 School Year	10
9. Action Item(s):	
A. A RESOLUTION PROVIDING FOR THE DEFEASANCE AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING DISTRICT OBLIGATIONS; DELEGATING TO CERTAIN DISTRICT OFFICIALS AND STAFF THE AUTHORITY TO EFFECT MATTERS RELATED THERETO; AND OTHER MATTERS IN CONNECTION THEREWITH	35
B. Consider and take possible action to approve the purchase agreement for TASB Energy Cooperative Member Purchasers Fixed-Rate Transportation Fuel Program	53
C. Consider and Take Possible Action to Approve a Resolution to join and participate in the TEXAS 20 Purchasing Cooperative, Education Service Center, Region 20	64
10. Closed Session	
A. Personnel (TGC 551.074)	
1. Personnel Update	
2. Deliberations Concerning Proposed Administrator Contracts	
3. Consider and Discuss Superintendent's Goals & Objectives	
B. Considering the deployment, specific occasions for, or implementation of, security personnel or devices (TGC 551.076)	
1. Consider and Discuss Details of Districtwide Intruder Detection Audit Report Findings (TGC 551.076)	
C. Deliberations concerning discipline of a public school child, and complaint or charge against personnel. (TGC 551.082)	
11. Reconvene from Closed Session	
12. Action Items Discussed in Closed Session	
A. Personnel	
1. Consider and take possible action on proposed administrator contracts	

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: March 24, 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 February 17, 2025 and the called board meeting on February 24, 2025.

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, February 17, 2025 beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., Devine, TX 78016

Board Members Present: Nancy Pepper (President), Keri James (Secretary), Alixana Buvinghausen (arrived at 6:32 p.m.), Chris Davis, Renee Frieda, Carl Brown (arrived at 7:35 p.m.)

Board Members Absent: Henry Moreno (Vice-President)

Guests Present: Kandy Stein, Shelby Spivey, Anton Riecher (Devine News), Ronda Shelton

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 6:31 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 Keri James, Chris Davis, Renee Frieda, and Nancy Pepper were present (Ali Buvinghausen and Carl Brown arrived after quorum established).

2. Pledge of Allegiance and Invocation led by Nancy Pepper

Ali Buvinghausen arrived at this time.

3. Citizen Communication

A. Public Comment for Non-Agenda Items. None.

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

4. Public Hearing on TAPR, Special Ed Compliance, and Safety

Todd Grandjean reported on TAPR, Jenni Hagdorn reported on Special Education Compliance, and Michael Gomez reported on Safety.

5. Legislative Update Report

Jenni Hagdorn gave updates on the legislative session and bills related to public education.

6. Administrative Reports and Discussion

A. Central Office Reports

1. Superintendent's Monthly Reports on Personnel, Board Priorities, 2023 Bond Projects, Monthly Activity Calendar, District Event Calendar, Safety & Security Report

2. Director of HR/Info Mgmt Monthly Reports and STAAR EOC Report

3. Director of Special Education Monthly Reports

B. Business Office Monthly Reports and Payment of Bills

C. Principals' Reports on Campus Sports/Activities

D. Directors' Monthly Reports

7. Consent Agenda

Chris Davis moved and seconded by Keri James to approve consent agenda as presented. This motion Passed. Yea: 5, Nay: 0, Absent: 2

A. Minutes of January 22, 2025 Regular Board Meeting and February 6, 2025 Called Board Meeting.

B. Public School Week Proclamation

8. Action Item(s):

A. Chris Davis moved and seconded by Alixana Buvinghausen to adopt the 2025-2026 Instructional Calendar as presented. This motion Passed. Yea: 5, Nay: 0, Absent: 2

B. Chris Davis moved and seconded by Keri James to Adopt Amendment to the District of Innovation Plan as presented. This motion Passed. Yea: 5, Nay: 0, Absent: 2

C. Renee Frieda moved and seconded by Keri James to set the following dates for budget workshop meetings March 31, 2025, May 5, 2025, and June 2, 2025 at 6:30 p.m. This motion Passed. Yea: 5, Nay: 0, Absent: 2

D. Renee Frieda moved and seconded by Chris Davis to adopt a resolution nominating Dr. Stewart Marsh to fill the vacancy in the Medina County Appraisal District Board of Directors to finish the unexpired term through 2025 as presented. This motion Passed. Yea: 5, Nay: 0, Absent: 2

E. Keri James moved and seconded by Alixana Buvinghausen that the board add, revise, or delete (LOCAL) policies as offered by TASB Policy Service for consideration and according to the Instruction Sheet for TASB Localized Policy Manual Update 124. This motion Passed. Yea: 5, Nay: 0, Absent: 2

1. (LEGAL) Policies

2. (LOCAL) Policies (see list below)

CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS

CDA(LOCAL): OTHER REVENUES - INVESTMENTS

CY(LOCAL): INTELLECTUAL PROPERTY

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS

EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS

FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT

GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

F. Chris Davis moved and seconded by Alixana Buvinghausen to approve Revisions to CPC (Local) and FL (Local) as presented. This motion Passed. Yea: 5, Nay: 0, Absent: 2

9. Closed Session

Nancy Pepper stated for the record that the Board of Trustees, beginning at 7:32 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 551.072, 551.074, and 551.082. NO FINAL ACTION, DECISIONS, OR VOTES WILL BE TAKEN WHILE THE BOARD IS IN EXECUTIVE SESSION.

Carl Brown arrived at this time.

10. Reconvene from Closed Session

The board reconvened in open session at 8:54 p.m.

11. Action Items Discussed in Closed Session

A. Chris Davis moved and seconded by Alixana Buvinghausen to approve a new teaching position for the elementary campus as recommended by the superintendent. This motion Passed. Yea: 6, Nay: 0, Absent: 1

B. Chris Davis moved and seconded by Alixana Buvinghausen to adopt 2025 Superintendent's Goals and Evaluation Instrument as discussed in closed session. This motion Passed. Yea: 6, Nay: 0, Absent: 1

C. Chris Davis moved and seconded by Alixana Buvinghausen to direct the superintendent to proceed as discussed in closed session. This motion Passed. Yea: 6, Nay: 0, Absent: 1

12. Adjournment

Renee Frieda moved and seconded by Alixana Buvinghausen to adjourn. This motion Passed. Yea: 6, Nay: 0, Absent: 1

Meeting adjourned at 8:57 p.m.

Minutes of Called Meeting

The Board of Trustees

Devine ISD

A Called Meeting of the Board of Trustees of Devine ISD was held on Monday, February 24, 2025 beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., Devine, TX 78016

Board Members Present: Nancy Pepper (President), Henry Moreno (Vice-President), Keri James (Secretary), Carl Brown, Chris Davis, Alixana Buvinghausen (arrived at 6:32 p.m.).

Board Members Absent: Renee Frieda

Guests Present: Kandy Stein, Shelby Spivey, Robert Shelton (Architect), Damion Ratley (Weaver Jacobs), Chris Stone (Weaver Jacobs), Ronda Shelton, Juan Gonzalez

School Officials Present: Dr. Todd Grandjean (Superintendent), Shannon Ramirez (CFO), 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, Carl Brown, Chris Davis, Keri James, and Nancy Pepper were present. (Ali Buvinghausen arrived after quorum established.)

2. Citizen Communication

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

3. Carl Brown moved and seconded by Henry Moreno to approve the Guaranteed Maximum Price for District Wide Improvements as part of the 2023 Bond Program in the amount of \$11,971,138 to be Funded with 2023 Bond Funds, Interest Earned, Federal Grants, and Fund Balance as presented and he further moved to authorize the Superintendent to negotiate the final terms of the agreement. This motion Passed. Yea: 6, Nay: 0, Absent: 1

4. Henry Moreno moved and seconded by Carl Brown to Approve an Amended Order and Notice of Election for the May 3, 2025 Trustee Election as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

5. Keri James moved and seconded by Henry Moreno to appoint election officials to serve in the May 3, 2025 Trustee Election: as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

6. Closed Session

Nancy Pepper stated for the record that the Board of Trustees, beginning at 6:53 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. NO FINAL ACTION, DECISIONS, OR VOTES WILL BE TAKEN WHILE THE BOARD IS IN EXECUTIVE SESSION.

7. Reconvene from Closed Session

The board reconvened in open session at 7:28 p.m.

8. Adjournment

Henry Moreno moved and seconded by Ali Buvinghausen to adjourn. This motion Passed. Yea: 6, Nay: 0, Absent: 1

Meeting adjourned at 7:29 p.m.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: March 24, 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.

The reallocations are to complete end of year expenditures, for HR/PEIMS responsibilities, and the cash defeasance.

Administrative Consideration:

TEA – Financial Accounting System Resource Guide

Budgetary Consideration:

Fund 199:

Increase function 11 \$26,283 (SPED salary & art tables and calculators).

Decrease function 13 \$2,000.

Decrease function 21 \$33,400 (previous C&I position).

Decrease function 23 \$2,783.

Decrease function 31 \$21,500 (SPED cont ser to payroll).

Increase function 41 \$15,000 (new HR/PEIMS clerk position).

Increase function 53 \$18,400 (new HR/PEIMS clerk position).

Total amount towards fund balance: \$0.00

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

Fund 599:

Increase function 71 \$297,720.

Decrease debt service fund balance \$297,720

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			240			599			98	
	General Fund Current Budget	General Fund Amended Budget	Increase/ (Decrease)	Food Service Current Budget	Food Service Proposed Budget	Increase/ (Decrease)	Debt Service Current Budget	Debt Service Proposed Budget	Increase/ (Decrease)		Memorandum Proposed Budget
REVENUES:											
5700	Local, Intermediate	\$ 5,335,515	\$ 5,357,815	\$ -	\$ 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	\$ -	\$ 1,117,000	\$ 1,117,000	\$ -	\$ 1,840,104	\$ 1,840,104	\$ -	\$ 23,438,353
EXPENDITURES:											
0011	Instruction	\$ 11,246,754	\$ 11,403,618	\$ 26,283	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,403,618
0012	Instructional Resources & Media Svcs.	\$ 225,917	\$ 225,917	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 225,917
0013	Curriculum & Personnel Development	\$ 434,034	\$ 432,034	\$ (2,000)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 432,034
0021	Instructional Leadership	\$ 368,215	\$ 334,815	\$ (33,400)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 334,815
0023	School Leadership	\$ 1,257,865	\$ 1,255,082	\$ (2,783)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,255,082
0031	Guidance & Counseling Services	\$ 1,137,446	\$ 1,115,946	\$ (21,500)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,115,946
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	\$ 1,170,967	\$ -	\$ -	\$ -	\$ -	\$ 1,170,967
0036	Co-curricular Activities	\$ 1,226,785	\$ 1,230,285	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,230,285
0041	General Administration	\$ 962,611	\$ 977,611	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 977,611
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	\$ 583,088	\$ 18,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 583,088
0061	Community Services	\$ 30,000	\$ 30,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,000
0071	Debt Service	\$ 189,450	\$ 189,450	\$ -	\$ -	\$ 2,200	\$ 1,487,427	\$ 1,785,147	\$ 297,720	\$ -	\$ 1,976,797
0081	Facilities Acquisition & Construction	\$ 1,398,988	\$ 1,406,238	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,406,238
0095	Pynt-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	\$ -	\$ 1,117,000	\$ 1,173,167	\$ 1,487,427	\$ 1,785,147	\$ 297,720	\$ -	\$ 26,364,360
OTHER SOURCES AND USES											
7060	Other Sources (+)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7913	Proceeds from long term leases	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7914	Insurance Proceeds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8060	Other Uses (-)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7000	Total Other Sources (Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1200	Excess (Deficiency) of Revenues and Other Sources Over Expenditures and Other Uses	\$ (2,469,041)	\$ (2,924,797)	\$ -	\$ -	\$ (56,167)	\$ 352,677	\$ 54,957	\$ (297,720)	\$ -	\$ (2,926,007)
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	\$ 681,928	\$ (56,167)	\$ 2,001,905	\$ 1,704,185	\$ (297,720)	\$ 15,002,199

Fund 199:

Increase function 11 \$26,283 (SPED salary & art tables and calculators).

Decrease function 13 \$2,000.

Decrease function 21 \$33,400 (previous C&I position).

Decrease function 23 \$2,783.

Decrease function 31 \$21,500 (SPED cont ser to payroll).

Increase function 41 \$15,000 (new HR/PEIMS clerk position).

Increase function 53 \$18,400 (new HR/PEIMS clerk position).

Total amount towards fund balance: \$0.00

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



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: March 24, 2025

Agenda Item: Instructional Materials Allotment and TEKS Certification, 2025-2026

Background Information:

Legislation from the 82nd Texas Legislature, First Called Session, 2011, created an Instructional Materials Allotment (IMA) for the purchase of instructional materials, technological equipment and technology-related services. The IMA is described below: A school district is entitled to an annual allotment from the state instructional materials fund for each student enrolled in the district on a date during the preceding school year specified by the commissioner. The commissioner shall determine the amount of the allotment per student each year on the basis of the amount of money available in the state instructional materials fund. An allotment under this section shall be transferred from the state instructional materials fund to the credit of the district's instructional materials account as provided by Section 31.0212.

Administrative Consideration:

EMAT will reopen May 15, 2025 for districts to order instructional materials for the 2025-2026 school year. Districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the Commissioner that for each subject in the required curriculum students have access to the instructional materials that cover all of the Texas Essential Knowledge and Skills. Districts or open-enrollment charter schools will be unable to submit any requisitions or disbursements until the certification has been signed and submitted to the Texas Education Agency.

Budgetary Consideration:

This will not affect the budget.

Supporting Documents:

Attached is a copy of the Local Board of Trustees Certification.

Recommendation:

Approve the Instructional Materials Allotment and TEKS Certification for the 2025-26 school year.

Respectfully Submitted by:

Todd Grandjean
Superintendent of Schools

Certification of Provision of Instructional Materials Survey 2025–26

Table of Contents

Table of Contents	- 2 -
Survey Pre-Work.....	- 4 -
2025–26 Certification of Provision of Instructional Materials	- 4 -
Instructions to Complete the Certification Process for 2025–26	- 4 -
Additional Supports	- 5 -
Review Terminology	- 5 -
About the Qualtrics Survey.....	- 5 -
Certification 2025–26 Survey	- 6 -
Background Information.....	- 6 -
LEA Information	- 6 -
Reading Language Arts Certification	- 7 -
Scope and Sequence - All Grade Levels RLA.....	- 7 -
English Reading Language Arts K–5 TEKS Coverage Certification.....	- 7 -
English Reading Language Arts K–5 Instructional Materials	- 7 -
Spanish Reading Language Arts K–5 TEKS Coverage Certification.....	- 8 -
Spanish Reading Language Arts K–5 Instructional Materials	- 8 -
English Reading Language Arts 6–8 TEKS Coverage Certification.....	- 9 -
English Reading Language Arts 6–8 Instructional Materials	- 9 -
English Reading Language Arts 9–12 TEKS Coverage Certification	- 10 -
English Reading Language Arts 9–12 Instructional Materials.....	- 10 -
Mathematics Certification.....	- 11 -
Scope and Sequence - All Grade Levels Mathematics	- 11 -
Mathematics K–5 TEKS Coverage Certification.....	- 11 -
Mathematics K–5 Instructional Materials	- 11 -
Mathematics 6–8 TEKS Coverage Certification.....	- 12 -
Mathematics 6–8 Instructional Materials	- 12 -
Mathematics 9–12 TEKS Coverage Certification	- 13 -
Mathematics 9–12 Instructional Materials	- 13 -
Social Studies Certification	- 14 -
Scope and Sequence - All Grade Levels Social Studies	- 14 -
Social Studies K–5 TEKS Coverage Certification	- 14 -
Social Studies K–5 Instructional Materials	- 14 -
Social Studies 6–8 TEKS Coverage Certification	- 15 -
Social Studies 6–8 Instructional Materials.....	- 15 -

Social Studies 9–12 TEKS Coverage Certification	- 15 -
Social Studies 9–12 Instructional Materials.....	- 15 -
Science Certification	- 17 -
Scope and Sequence - All Grade Levels Science.....	- 17 -
Science K–5 TEKS Coverage Certification	- 17 -
Science K–5 Instructional Materials	- 17 -
Science 6–8 TEKS Coverage Certification	- 17 -
Science 6–8 Instructional Materials.....	- 18 -
Science 9–12 TEKS Coverage Certification	- 18 -
Science 9–12 Instructional Materials.....	- 18 -
Children’s Internet Protection Act	- 20 -
The Children's Internet Protection Act	- 20 -
Additional Informational Questions (Optional)*.....	- 21 -
Certification 2025-26 Survey Ratification [Printed and uploaded PDF]	- 23 -
Other Certified Subject Areas	- 24 -

Survey Pre-Work

2025–26 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

Certification 2025–26 Form:

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

Certification 2025–26 Survey:

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the [Certification of Provision of Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form:** Print the fillable TEKS Certification 2025–26 Form found on the [Certification of Provision of Instructional Materials webpage](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.

3. **Complete Certification 2025–26 Form:** Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2025–26 Form** by the LEA’s board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey:** Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the [Certification of Provision of Instructional Materials webpage](#).

Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
 - Monday, March 31st at 11:00 a.m. CDT | [Register on Zoom](#)
 - Thursday, April 3rd, at 11:00 a.m. CDT. | [Register on Zoom](#)
- To facilitate completion of this year’s submission, LEAs may request a copy of their previous year’s submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

Review Terminology

Additional Supports

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

About the Qualtrics Survey

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the [Certification of Provision of Instructional Materials webpage](#).

Certification 2025–26 Survey

Background Information

QUESTION 1.0: Name of person completing this form

INSERT HERE

QUESTION 1.1: Your email address

INSERT HERE

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

LEA Information

QUESTION 2.0: Region #

20

QUESTION 2.1: LEA name and number

Devine ISD

QUESTION 2.2: Superintendent's name

Todd Grandjean

QUESTION 2.3: Superintendent's email address

Todd.grandjean@devineisd.org

QUESTION 2.4: School board president's or governing body's name

INSERT HERE

QUESTION 2.5: School board president's or governing body's email address

INSERT HERE

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

INSERT HERE

Reading Language Arts Certification

Scope and Sequence - All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

Yes

No

English Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

English Reading Language Arts K–5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA and/ or Phonics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

K-5th **RLA** – TEKS Resource System, Implementing TEKS Resource

K-2nd **RLA** Savvas myView Literacy

K-2nd Reading Eggs

3-5th **RLA** McGraw Hill Wonders 2020

K-5th IXL

3-5th Edpuzzle, Quizizz

3rd – Essential Skills Reading

4th – Story works (Scholastic)

K- 3rd – **Phonics** – 95 Phonics

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K–5) in their classroom on a regular basis?

K-5 th None

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K–3) in their classroom on a regular basis?

K- 3rd None

Spanish Reading Language Arts K–5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

Spanish Reading Language Arts K–5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Spanish RLA and/or Phonics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

K-5 th None

QUESTION 7.1:

(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K–5) in their classroom on a regular basis?

K-5 th None

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K–2) in their classroom on a regular basis?

K-5 th None

English Reading Language Arts (RLA) 6–8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

English Reading Language Arts (RLA) 6–8 Instructional Materials

QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

6-8th RLA – TEKS Resource System, Implementing TEKS Resource
6-8th RLA – Common Lit, Newsela
6-8th RLA – Flocabulary, Quizizz, Nearpod, Achieve 3000

English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

English Reading Language Arts (RLA) 9–12 Instructional Materials

QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

English RLA grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

9-12th RLA – TEKS Resource System, Implementing TEKS Resource
9th RLA – Achieve 3000

Mathematics Certification

Scope and Sequence - All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms?

Yes

No

Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

K-5th **Math** – TEKS Resource System, Implementing TEKS Resource, Bluebonnet Learning Math

K-5th IXL

K-2nd Zearn, Math Seeds

3-5th Prodigy, Edpuzzle, Quizizz

3rd - Essential Skills Math

QUESTION 14.1:

(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

K-5th 951 students

Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

6-8th Math – TEKS Resource System, Implementing TEKS Resource

6-8th Maneuvering to the Middle

6-8th Get More Math, Flocabulary, Quizizz, Nearpod, Achieve 3000

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

6-8th – 580 students

Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Mathematics grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

9th- Algebra I – TEKS Resource System, Gina Wilson All Things Algebra, Released STAAR

10-11th Algebra II – TEKS Resource System, Gina Wilson All Things Algebra, Math Beach Solutions

9-11th Geometry – TEKS Resource System, Apples and Bananas Education, Geometry Curriculum Package, Gina Wilson Geometry

11th Pre-Calculus - TEKS Resource System, Flamingo Math, AP Classroom

12th Calculus - TEKS Resource System, Flamingo Math, AP Classroom

12th College Math Prep – Gina Wilson, Syllabus Based Teacher Pay Teacher

Social Studies Certification

Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

Yes

No

Social Studies K–5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies K–5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

K-5th **Social Studies** – TEKS Resource System, Implementing TEKS Resource

K-5th Studies Weekly

Social Studies 6–8 TEKS Coverage Certification

QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies 6–8 Instructional Materials

QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

6-8th **Social Studies** – TEKS Resource System, Implementing TEKS Resource

6-8th – Lowman

6-8th - Nearpod, Quizizz, Flocabulary

Social Studies 9–12 TEKS Coverage Certification

QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Social Studies 9–12 Instructional Materials

QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Social Studies grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

9-12th **Social Studies** – TEKS Resource System, Implementing TEKS Resource, Loman Education

Science Certification

Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

Yes

No

Science K–5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:

3-5th **Science** – TEKS Resource System, Implementing TEKS Resource,
K-5th STEMScopes
3-5th Science Penguin
3-5th IXL, Edpuzzle, Quizizz

Science 6–8 TEKS Coverage Certification

QUESTION 29.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 6–8 Instructional Materials

QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 6–8 full-subject and/or supplemental publisher(s)/ product(s) used:

6-8th Science – TEKS Resource System, Implementing TEKS Resource, STEMScopes

6-8th - Lowman, Flocabulary, Quizizz, Scientific Minds, Science Duo

Science 9–12 TEKS Coverage Certification

QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

Science 9–12 Instructional Materials

QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

Science grades 9–12 full-subject and/or supplemental publisher(s)/ product(s) used:

9-12th Science – TEKS Resource System, Implementing TEKS Resource (Biology, Chemistry, Physics, Anatomy and Physiology)

9-12th Science – Edpuzzle (Biology, Chemistry, Physics, Anatomy and Physiology)

9-12th Science – SAAVAS (Biology, Chemistry and Physics)

9th Science The Trendy Science Curriculum (Biology)

9-12th Suburban Science Curriculum (Biology, Anatomy and Physiology)

Children's Internet Protection Act

The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

Additional Informational Questions (Optional)*

QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR))

Yes

No

QUESTION 35.1:

If "Yes" is selected: In which subject area(s) have you used the TRR to obtain information about the quality of products? *

English Reading Language Arts

Spanish Reading Language Arts

English Phonics

Spanish Phonics

Mathematics

QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)*

0.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria (2-12 th grade)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STAAR Interim (9-10 th RLA, MATH, Science, Social Studies)	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>3-5th grade IXL – BOY, MOY, EOY</i>			
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>6-9th grade Achieve 3000</i>			
<i>6-8th grade Get More Math</i>			
Other:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<i>Pre K only - Gold</i>			

Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

Other Certified Subject Areas

QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills:
[multiple select]

- Career & Technical Education (9-12th ICEV)
- Fine Arts
- Health
- Technology Applications (k-5th Learning.com & Typetastic) (6-8th ICEV) (9-12th Project Lead the Way)
- English Language Proficiency Standards (6-8th Summit K-12)
- Languages Other Than English (9-10th Somos Curriculum, Garbanzo, Edpuzzle)
- None

District County Number (6-digit ID):

Insert here

District Name:

Insert here

Date of Ratification by Local School Board of Trustees or Governing Body:

Insert here

Signature of the Board President and Secretary or Governing Board Officer

Board President

Date

Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.

SUMMARY OF REFUNDING RESULTS

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

Dated Date	04/30/2025
Delivery Date	04/30/2025
Arbitrage yield	
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	
Par amount of refunded bonds	275,000.00
Average coupon of refunded bonds	4.000000%
Average life of refunded bonds	9.407
PV of prior debt to 04/30/2025 @ 2.000000%	324,653.69
Net PV Savings	26,934.25
Percentage savings of refunded bonds	9.794273%

SOURCES AND USES OF FUNDS

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

Sources:

Other Sources of Funds:	
Issuer Contribution	297,719.44
	<hr/> 297,719.44 <hr/>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	277,719.44
Delivery Date Expenses:	
Cost of Issuance	20,000.00
	<hr/> 297,719.44 <hr/>

SAVINGS

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

<i>Date</i>	<i>Prior Debt Service</i>	<i>Refunding Net Cash Flow</i>	<i>Savings</i>	<i>Present Value to 04/30/2025 @ 2.0000000%</i>
06/30/2026	11,000.00		11,000.00	10,890.62
06/30/2027	11,000.00		11,000.00	10,676.03
06/30/2028	11,000.00		11,000.00	10,465.67
06/30/2029	11,000.00		11,000.00	10,259.46
06/30/2030	11,000.00		11,000.00	10,057.31
06/30/2031	11,000.00		11,000.00	9,859.14
06/30/2032	11,000.00		11,000.00	9,664.87
06/30/2033	11,000.00		11,000.00	9,474.44
06/30/2034	106,000.00		106,000.00	89,101.11
06/30/2035	187,200.00		187,200.00	154,205.04
	381,200.00	0.00	381,200.00	324,653.69

Savings Summary

PV of savings from cash flow	324,653.69
Less: Prior funds on hand	-297,719.44
	26,934.25
Net PV Savings	26,934.25

SUMMARY OF BONDS REFUNDED

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

<i>Bond</i>	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Par Amount</i>	<i>Call Date</i>	<i>Call Price</i>
U/L Tax Refunding Bonds, Series 2015, SERIES15, SERIAL:	02/01/2034	4.000%	95,000	04/30/2025	100.000
U/L Tax Refunding Bonds, Series 2015, SERIES15, TERM36:	02/01/2035	4.000%	180,000	04/30/2025	100.000
			275,000		

PRIOR BOND DEBT SERVICE

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

<i>Period Ending</i>	<i>Principal</i>	<i>Coupon</i>	<i>Interest</i>	<i>Debt Service</i>
06/30/2026			11,000	11,000
06/30/2027			11,000	11,000
06/30/2028			11,000	11,000
06/30/2029			11,000	11,000
06/30/2030			11,000	11,000
06/30/2031			11,000	11,000
06/30/2032			11,000	11,000
06/30/2033			11,000	11,000
06/30/2034	95,000	4.000%	11,000	106,000
06/30/2035	180,000	4.000%	7,200	187,200
	275,000		106,200	381,200

ESCROW REQUIREMENTS

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

<i>Period Ending</i>	<i>Interest</i>	<i>Principal Redeemed</i>	<i>Total</i>
04/30/2025	2,719.44	275,000	277,719.44
	2,719.44	275,000	277,719.44

ESCROW COST

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

<i>Purchase Date</i>	<i>Cost of Securities</i>	<i>Cash Deposit</i>	<i>Total Escrow Cost</i>
04/30/2025		277,719.44	277,719.44
	0	277,719.44	277,719.44

ESCROW SUFFICIENCY

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

<i>Date</i>	<i>Escrow Requirement</i>	<i>Net Escrow Receipts</i>	<i>Excess Receipts</i>	<i>Excess Balance</i>
04/30/2025	277,719.44	277,719.44		
	277,719.44	277,719.44	0.00	

ESCROW STATISTICS

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

<i>Total Escrow Cost</i>	<i>Modified Duration (years)</i>	<i>Yield to Receipt Date</i>	<i>Yield to Disbursement Date</i>	<i>Perfect Escrow Cost</i>	<i>Value of Negative Arbitrage</i>	<i>Cost of Dead Time</i>
Global Proceeds Escrow:						
277,719.44				277,719.44		
277,719.44				277,719.44	0.00	0.00

Delivery date 04/30/2025

FORM 8038 STATISTICS

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

Dated Date 04/30/2025
Delivery Date 04/30/2025

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>	<i>Redemption at Maturity</i>
Serial Bonds:	02/01/2026		0.000%	100.000		
		0.00			0.00	0.00

	<i>Maturity Date</i>	<i>Interest Rate</i>	<i>Issue Price</i>	<i>Stated Redemption at Maturity</i>	<i>Weighted Average Maturity</i>	<i>Yield</i>
Final Maturity Entire Issue	02/01/2026					

Proceeds used for accrued interest	0.00
Proceeds used for bond issuance costs (including underwriters' discount)	20,000.00
Proceeds used for credit enhancement	0.00
Proceeds allocated to reasonably required reserve or replacement fund	0.00
Proceeds used to refund prior tax-exempt bonds	277,719.44
Proceeds used to refund prior taxable bonds	0.00
Remaining WAM of prior tax-exempt bonds (years)	9.4042
Remaining WAM of prior taxable bonds (years)	0.0000
Last call date of refunded tax-exempt bonds	04/30/2025

2011 Form 8038 Statistics

Proceeds used to currently refund prior issues	277,719.44
Proceeds used to advance refund prior issues	0.00
Remaining weighted average maturity of the bonds to be currently refunded	9.4042
Remaining weighted average maturity of the bonds to be advance refunded	0.0000

FORM 8038 STATISTICS

**Devine Independent School District
Cash Defeasance 2025
--Preliminary, Subject to Change--
Target \$300k Issuer Contribution**

Refunded Bonds

<i>Bond Component</i>	<i>Date</i>	<i>Principal</i>	<i>Coupon</i>	<i>Price</i>	<i>Issue Price</i>
U/L Tax Refunding Bonds, Series 2015:					
SERIAL	02/01/2034	95,000.00	4.000%	110.688	105,153.60
TERM36	02/01/2035	180,000.00	4.000%	109.165	196,497.00
		275,000.00			301,650.60

	<i>Last Call Date</i>	<i>Issue Date</i>	<i>Remaining Weighted Average Maturity</i>
U/L Tax Refunding Bonds, Series 2015	04/30/2025	12/22/2015	9.4042
All Refunded Issues	04/30/2025		9.4042

A RESOLUTION BY THE BOARD OF TRUSTEES OF THE DEVINE INDEPENDENT SCHOOL DISTRICT PROVIDING FOR THE DEFEASANCE AND CALLING FOR REDEMPTION CERTAIN CURRENTLY OUTSTANDING DISTRICT OBLIGATIONS; DIRECTING THE BOARD SECRETARY, OR A DESIGNEE THEREOF, TO EFFECTUATE THE REDEMPTION OF THESE OBLIGATIONS; AUTHORIZING THE EXECUTION OF AN ESCROW AGREEMENT; DELEGATING TO CERTAIN DISTRICT OFFICIALS AND STAFF THE AUTHORITY TO EFFECTUATE MATTERS HEREIN RESOLVED; AND OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, the Board of Trustees (the *Board*) of the Devine Independent School District (the *District*) has previously adopted multiple orders (collectively, the *Original Order*) authorizing the issuance of the District's currently outstanding unlimited ad valorem tax-supported indebtedness (collectively, the *Obligations*), certain of which are subject to redemption at the District's option; and

WHEREAS, the Original Order provides the notice requirements to effectuate the redemption of the Obligations that are subject to redemption prior to their applicable Stated Maturity; and

WHEREAS, it is in the best interest of the District and its residents to defease certain of the Obligations (the *Defeased Obligations*) to their first optional redemption date or date of Stated Maturity, extinguishing the District's payment obligations with respect thereto at the time of defeasance, and calling those early-redeemable Defeased Obligations on their first optional redemption date, all as herein provided; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE DEVINE INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1. The Board hereby authorizes an Authorized Official (defined herein) to use District funds realized from prior or prospective interest and sinking fund tax collections or any other lawfully available source (the *Defeasance Proceeds*), in an amount necessary and sufficient to defease, to their date of early redemption or Stated Maturity, the Defeased Obligations, which shall be determined by an Authorized Official and set forth in Exhibit A hereto. An Authorized Official shall accomplish the defeasance of the Defeased Obligations by establishing and funding with Defeasance Proceeds prior to the end of the District's 2024-2025 fiscal year the hereinafter-defined Escrow Fund pursuant to the provisions of Section 3 hereof. An Authorized Official shall identify the maximum principal amount of Defeased Obligations that can be defeased after taking into consideration District funds from the sources identified above, interest earnings on Escrow Fund deposits, and final costs related to establishment of the Escrow Fund, with the goal of maximizing the principal amount of the Defeased Obligations, currently estimated to be \$300,000. The final amount available to the District to defease the Defeased Obligations will be known to the District after current taxes become delinquent and the tax collections available for defeasance are ascertained.

SECTION 2. The District hereby calls for redemption on their first date of optional redemption, the callable Defeased Obligations. This election to redeem is irrevocable upon adoption of this Resolution by the Board. The form of the Notice of Redemption for the Defeased Obligations is attached as Exhibit B hereto and incorporated by reference for all purposes.

SECTION 3. The Escrow and Trust Agreement, if any, dated as of March 24, 2025 (the *Agreement*), by and between the District and the escrow agent therein identified (the *Escrow Agent*), relating to the Defeased Obligations and attached hereto as Exhibit C and incorporated herein by reference as a part of this Resolution for all purposes, is hereby approved as to form and content, and such Agreement, together with such changes or revisions as may be necessary to accomplish the defeasance of the Defeased Obligations or benefit the District, is hereby authorized to be executed by an Authorized Official, for and on behalf of the District and as the act and deed of this Board. Such Agreement, as executed by said Authorized Official, shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, each Authorized Official, the District's Financial Advisor (Tijerina Galvan Lawrence LLC), and the District's Bond Counsel (McCall, Parkhurst & Horton L.L.P.), in cooperation with the Escrow Agent, is hereby authorized and directed to make the necessary arrangements for the deposit of cash and/or the purchase of any securities if applicable, referenced in the Agreement and the delivery thereof to the Escrow Agent upon delivery to the Escrow Agent of the Defeasance Proceeds for deposit to the credit of the "DEVINE INDEPENDENT SCHOOL DISTRICT 2025 DEFEASANCE ESCROW FUND" (the *Escrow Fund*), as may be modified in name to reference the appropriate Defeasance Obligations, and may include the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities – State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of Chapter 1207, as amended, Texas Government Code, this Resolution, and the Agreement.

SECTION 4. The President and Secretary of the Board are authorized and instructed to give notice of redemption described herein to the paying agent/registrar(s) for the Defeased Obligations for further delivery thereby to the holders of such Defeased Obligations, as provided in the Original Order.

SECTION 5. An Authorized Official shall select and appoint a qualified verification agent (such party, the *Verification Agent*), as applicable or necessary, to verify the sufficiency of the deposit to the Escrow Fund to accomplish the defeasance of the Defeased Obligations, to the extent such appointment is necessary or desired.

SECTION 6. Each Authorized Official is authorized to evidence adoption of this Resolution and to do any and all things necessary or convenient to effect the redemption of the Defeased Obligations herein described and otherwise give effect to the intent and purpose hereof.

SECTION 7. The Board hereby directs that Defeasance Proceeds shall include amounts sufficient to pay professional fees and expenses of the District's Bond Counsel, the District's Financial Advisor, the Escrow Agent (if any), the Verification Agent (if any), the paying agent/registrar for the Defeased Obligations, respectively, and any other party whose services have

been determined by the District to be necessary to accomplish the purpose and intent of this Resolution. Use of Defeasance Proceeds to pay these expenses is hereby approved.

SECTION 8. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 9. All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 10. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 11. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 12. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 13. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board hereby delegates to the Board President, Board Vice President, Board Secretary, Superintendent of Schools, and the District's Chief Financial Officer (each of the foregoing, an *Authorized Official*) the authority to independently select the counterparty to any agreement with the Escrow Agent, Verification Agent or any other contract that is determined by an Authorized Official, the District's Financial Advisor, or Bond Counsel to be necessary or incidental to carry out the provisions of this Resolution, as long as each of such contracts has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code, as amended (collectively, the *Ancillary Bond Contracts*); and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 14. Capitalized terms used but not otherwise defined herein shall have the same meanings as set forth in the Original Order.

SECTION 15. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * *

PASSED AND APPROVED, this the 24th day of March, 2025.

DEVINE INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

EXHIBIT A
DEFEASED OBLIGATIONS

EXHIBIT B

NOTICE OF PARTIAL REDEMPTION

See Tab No. 3

EXHIBIT C
ESCROW AGREEMENT

See Tab No. 2



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: March 24, 2025

Agenda Item: TASB Energy Cooperative Member Purchasers Fixed-Rate
Transportation Fuel Program

Background Information:

The Devine ISD's contract with the TASB Energy Cooperative for the procurement of fuel will expire in August of 2025. TASB has negotiated the terms of the Fuel Program Purchase Agreement.

Administrative Consideration:

The price paid for the fuel is capped at \$2.59 for Unleaded and \$2.79 for Ultra Low Sulfur Diesel. Currently we are paying a fixed price of \$2.7245 for Unleaded and \$2.8284 for Ultra Low Sulfur Diesel. The purpose of this agreement is to facilitate compliance with state procurement requirements, to identify vendors of electricity and related services, to relieve the burdens of the governmental purchase function and to realize the various potential economies, including administrative cost savings for Energy Cooperative Members.

Budgetary Consideration:

Will affect the amount in the budget for Gasoline, Oil, & Lube for the 2025-2026 school year.

Supporting Documents:

TASB Energy Cooperative Purchase Agreement

Recommendation:

Approve the TASB Energy Cooperative Purchase Agreement

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools



Geri Woods <geri.woods@devineisd.org>

Fwd: You're Invited to Participate in the 2025 Fuel Pool!

Shannon Ramirez <shannon.ramirez@devineisd.org>
To: Kandy Stein <kandy.stein@devineisd.org>, Geri Woods <geri.woods@devineisd.org>

Fri, Mar 7, 2025 at 9:31 AM

----- Forwarded message -----

From: **TASB Energy Cooperative** <energy@tasb.org>
Date: Fri, Mar 7, 2025 at 9:30 AM
Subject: You're Invited to Participate in the 2025 Fuel Pool!
To: <shannon.ramirez@devineisd.org>



You're invited to participate in the 2025 Fuel Pool

The TASB Energy Cooperative would like to invite your entity to participate in the Fixed Rate Transportation Fuel Pool (the "Pool"). As one of the biggest aggregators of fuel in Texas, the TASB Energy Cooperative offers our members an opportunity to take advantage of fixed-rate pricing that has been competitively bid. The volume of aggregation allows our vendors the ability to find the best price available for our participants. The term of the Pool is included below.

We anticipate a quick turnaround on the Pool and ask interested members to return a signed Letter of Commitment (LOC) **by noon on Friday, April 4.**

As the administrator of the Program, TASB Energy Cooperative requires a panel of vendors to provide fixed rate pricing on gasoline and diesel. Should our vendors' pricing meet or come in below the capped price stated in the Letter of Commitment on either fuel type, your entity will be obligated to execute a Purchase Agreement with the selected vendor.

Pricing and Term Details

Pool Cap Prices

\$2.59 / Gallon: Regular Unleaded Gasoline

\$2.79 / Gallon: Ultra-Low Sulfur Diesel

54

Current Indicative Pool Prices

\$2.2664 / Gallon: Regular Unleaded Gasoline

\$2.5017 / Gallon: Ultra-Low Sulfur Diesel

Term of the Pool

15 months (June 2025 - August 2026)

Considerations for Participation

Please take the following into consideration if you wish to participate in this year's pool.

- We recommend only committing **75-80% of your annual usage**, as you are responsible for any remaining gallons at the end of the contract.
- If you are currently under a fuel contract with a TASB vendor, please be sure you do not begin your new contract until your current contract expires.
- Please fill out the **Ratable Schedule** as accurately as possible. This allows the vendor to provide the best and most accurate pricing.

It is our intention to execute this Pool prior to May 15, 2025; the term will begin June 1, 2025, and last 15 months, through August 31, 2026 (see page 5 of the LOC for further explanation). Please note, that TASB Energy Cooperative reserves the right to execute a Pool for one or both commodities at any time should there be ample interest and market conditions are favorable, even if that is prior to the stated LOC due date.

[Download the LOC Now](#)



If you have any questions, reach out to **Adrian Porras**, Energy Manager.

Email: adrian.porras@tasb.org

Office: [512-505-2869](tel:512-505-2869)



This email contains promotional information. You are receiving this email because your organization is a TASB Energy Cooperative member. You may choose to opt out of

future communications; however, you may still receive transactional emails on occasion regarding updates or changes to the program.

[Manage](#) your preferences | [Opt Out](#) using TrueRemove™
Got this as a forward? [Sign up](#) to receive our future emails.
View this email [online](#).

[12007 Research Blvd. | Austin, TX 78759 US](#)

This email was sent to shannon.ramirez@devineisd.org.
To continue receiving our emails, add us to your address book.

--

Shannon Ramirez, M.Ed., RTSBA
Chief Financial Officer
Devine ISD
605 W Hondo, Devine, TX 78016
Office: 830-851-0704

CONFIDENTIALITY NOTICE: *The information contained in this transmission may contain privileged and confidential information and is intended only for the use of the person(s) named above. If you are not the intended recipient, or an employee or agent responsible for delivering this message to the intended recipient, any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender immediately by reply e-mail and destroy all copies of the original message. This message may be subject to disclosure under the Open Records Act.*



TRANSPORTATION FUEL PURCHASE AGREEMENT

**FOR TASB ENERGY COOPERATIVE MEMBER PURCHASERS
FIXED-RATE TRANSPORTATION FUEL PROGRAM**

PLEASE RETURN ACCEPTANCE BY FAX TO SELLER AT:

SELLER'S NAME: MANSFIELD OIL COMPANY
SELLER'S ADDRESS: 1025 AIRPORT PKWY GAINESVILLE, GA 30501
SELLER'S TELEPHONE: 678.450.2000
SELLER'S EMAIL: rtoms@mansfieldoil.com

COOPERATIVE MEMBER PURCHASER'S NAME: DEVINE ISD
PURCHASER'S ADDRESS: 605 W HONDO AVE, DEVINE, TX 78016
PURCHASER'S TELEPHONE: 830-851-0704
PURCHASER'S EMAIL: SHANNON.RAMIREZ@DEVINEISD.ORG

Subject to the terms and conditions contained in this Transportation Fuel Purchase Agreement ("Agreement"), Purchaser agrees to purchase, and Seller agrees to sell, the following product(s) at the price and in the quantities as set forth in this Agreement. Seller and Purchaser may be referred to individually as a "Party" and collectively as "Parties" herein.

57

I. PRODUCTS AND PRICING

- 1. PRODUCT(S): UNLEADED GASOLINE/ ULTRA LOW SULFUR DIESEL
- 2. PRICE PER GALLON: UL \$2.7245 / ULSD \$2.8284 ("Contract Price")
- 3. VOLUME(S): 9000 GAL UL/ 20000 GAL ULSD ("Contract Volume")
- 4. DELIVERY PERIOD: Sept 24 through AUG 25 ("Delivery Period")
- 5. DELIVERY ADDRESS: 801 N. TEEL DEVINE, TX 78016

6. CONTRACT TERM: This Agreement begins on the date it has been executed by both Parties and, unless terminated earlier as provided for herein, ends on the 90th day after the date of the last delivery.

7. OTHER PRODUCT AND PRICING INFORMATION:

RACK: Yes No DELIVERED: Yes No F.O.B.: Insert F.O.B address

GALLONS: Net Gross DELIVERY FEES: Included Excluded

TAXES: Excluded SUPERFUND: N/A ENVIRONMENTAL FEES: Excluded

Prices exclude all taxes and fees. Subject to Article II, Section 16, Purchaser is responsible for all applicable taxes and fees and Purchaser will be billed for all taxes and fees as a separate line item. Seller will not be responsible for any taxes or fees associated with any changes or modification in Purchaser's tax status or tax rates. Purchaser acknowledges that taxes and fees are subject to change from time to time without notice and, subject to Article II, Section 16, Purchaser shall be responsible for all taxes and fees including, without limitation, superfund fees, whether existing at the time of execution of this Agreement or subsequently imposed.

V.09.01 2021

Purchaser's Initials SR

Seller's Initials _____



8. FREIGHT IF BILLED SEPARATELY:

Purchaser will be billed at Seller’s freight cost without markup. Freight rates are based on full transport loads of 7500 gallons for diesel fuel and 8500 gallons for gasoline. Prices per gallon will be adjusted as appropriate in cases where transport loads are less than the minimum gallon loads identified in this paragraph. In these cases, Purchaser will be billed the adjusted freight rate per gallon times the number of gross gallons received.

Seller shall use commercially reasonable efforts to minimize delivery costs. If freight rates have increased by 25 percent or more since Purchaser’s most recent delivery, Seller shall notify Purchaser in advance and receive written confirmation from Purchaser to proceed prior to scheduling delivery and incurring costs. Purchaser shall not be responsible for freight rates in excess of 125 percent of the rate for Purchaser’s most recent scheduled delivery unless Purchaser authorizes Seller to proceed with delivery in accordance with this Section.

9. PURCHASER’S CREDIT TERMS: All payments shall be made in United States dollars.

ARTICLE II: ADDITIONAL TERMS AND CONDITIONS OF SALE

1. RATABLE USAGE.

- a. During the Delivery Period of this Agreement, Purchaser shall use commercially reasonable efforts to lift each Product at each delivery point in accordance with the Ratable Schedule (“Schedule”) which is attached to this Agreement as Exhibit A and made a part of this Agreement for all purposes. Should Purchaser fail to lift the total number of gallons indicated for a particular month, Purchaser may make up the shortage at any time, without penalty, prior to the end of the Delivery Period. Subject to force majeure or early termination as provided in this Agreement, Purchaser shall purchase the Contract Volume and lift such total number of gallons by the end of the Delivery Period.
- b. If Purchaser purchases more gallons during the Delivery Period than the Contract Volume, the additional gallons will be priced at a rate negotiated prior to delivery.

2A. SCHEDULED DELIVERIES. Purchaser shall notify Seller of the date on which a delivery is to be made and the number of gallons to be delivered (each a “Scheduled Delivery”). Seller shall immediately notify Purchaser if Seller is or will be unable to deliver the Product in accordance with Schedule or to make a Scheduled Delivery. Each Scheduled Delivery shall be credited against the Contract Volume.

- a. **Scheduled Deliveries Not Taken by Purchaser:** In the event Purchaser fails to take a Scheduled Delivery of any portion of the Product during the Delivery Period, through no fault of Seller, and does not take delivery within five (5) days of the scheduled date, the Parties shall reconcile for the undelivered quantities as follows:
 - (i) If the then current market price is less than the Contract Price, Purchaser shall pay Seller the positive amount resulting from the Contract Price minus the then current market price for the Product (i.e. the loss to Seller per gallon) multiplied by the number of gallons of Product scheduled but not delivered.
 - (ii) If the then current market price is greater than the Contract Price, Seller shall pay to Purchaser the positive amount resulting from the then current market price for the Product minus the Contract Price (i.e. the gain to Seller per gallon) multiplied by the number of gallons of Product scheduled but not delivered.
- b. **Scheduled Deliveries Not Completed by Seller.** If Seller fails to make a Scheduled Delivery of any portion of the Product to Purchaser during the Delivery Period, through no fault of Purchaser, and does not make delivery within five (5) days of the scheduled date, Seller agrees to pay Purchaser the positive amount, if any, resulting from the then current market price for the Product minus the Contract Price (i.e. the gain, if any, to Seller per gallon) multiplied by the undelivered quantity of Product.

Purchaser’s Initials 

Seller’s Initials _____



2B. ACCOUNT RECONCILIATION.

- a. **Notice of Remaining Contract Volume Prior to End of Delivery Period.** 90 days prior to the end of the Delivery Period, Seller shall provide Purchaser with an account reconciliation showing the number of gallons remaining under the Contract Volume that Purchaser has not lifted or Seller has not delivered.
- b. **Account Reconciliation at End of Delivery Period.** No later than 60 days after the date of the last delivery under this Agreement, Seller shall provide Purchaser with an account reconciliation showing the number of gallons under the Contract Volume that Purchaser has not lifted or Seller has not delivered, if any, that have not been accounted for as set forth in Article II, Section 2A.
- c. If, at the end of the Delivery Period, Purchaser has not lifted the full Contract Volume and performance was not otherwise excused by a provision of this Agreement or other written agreement of the parties, Seller shall bill or pay Purchaser for any unused or undelivered gallons of the Contract Volume as follows:
 - i. If the Contract Price exceeds the market price on the fifth day following the end of the Delivery Period, Seller shall invoice Purchaser for the positive difference between the Contract Price and such market price (i.e. the loss to Seller per gallon) multiplied by the number of Contract Volume gallons required, but not scheduled, by Purchaser during the Delivery Period. Invoices under this Section shall be paid in accordance with Article II, Section 3.
 - ii. If the market price per gallon on the fifth day following the end of the Delivery Period exceeds the Contract Price, Seller shall, within 30 days, pay Purchaser the positive difference between such market price and the Contract Price (i.e. the gain to Seller per gallon) multiplied by the number of gallons required, but not scheduled, by Purchaser during the Delivery Period.
- d. **Documentation.** Upon request, Seller shall provide Purchaser documentation supporting the calculation of any amounts to be credited or paid under Article II, Section 2A or Section 2B.

59

3. PAYMENT TERMS. All invoices are payable 45 days from date of delivery of the Product. Payment may be made by check, warrant or electronically using a method agreed to by the Parties. All undisputed amounts not paid by the 46th day after the date of delivery of the Product shall bear interest at the rate provided for in Section 2251.025 of the Texas Government Code, or successor statute. If Purchaser disputes an invoice, it shall notify Seller of the dispute not later than the 21st day after receipt of the invoice and provide Seller with an explanation of the dispute. Upon resolution of the dispute, any amount subsequently found to be owed to Seller shall be paid by Purchaser in accordance with Texas Government Code Chapter 2251.

4. DEFAULT AND REMEDIES.

- a. **Event of Default and Termination.** For purposes of this Agreement, a default by a Party includes (i) the making of any materially false or inaccurate representation in this Agreement which the Party does not cure after at least ten business days written notice; (ii) the failure to materially observe or comply with any provision or covenant in this Agreement which the Party does not cure after at least ten business days written notice; or (iii) a repeated failure (defined as at least two times) to make or accept a Scheduled Delivery of the Product unless otherwise agreed to by the Parties in writing or unless otherwise excused by a provision of this Agreement. In the event of a Party's default, the non-defaulting Party may terminate this Agreement by providing at least ten days written notice of its intent to terminate and may seek all legal and equitable remedies permitted by law. The non-defaulting Party may also seek actual, reasonable attorneys' fees, costs and expenses incurred in connection with the other Party's default.
- b. **Suspension for Nonpayment.** In addition, in the event any undisputed invoice is not paid when due, Seller, at its option, may suspend or condition further delivery of the Product, provided that Seller gives Purchaser written notice advising that Seller has not received payment and intends to suspend or condition further delivery as a result of such nonpayment, and Purchaser fails to pay the amount due on or before the 10th day after such notice is given.

Purchaser's Initials SD
 Seller's Initials _____



- c. **Mitigation of Damages and Setoff.** Each Party shall have the obligation to take commercially reasonable action to mitigate its damages. Upon the occurrence of any default, the non-defaulting Party may set off against the indebtedness any amounts owing by the non-defaulting Party to the defaulting Party, whether or not those amounts are immediately payable.
- d. Upon an event of default by Purchaser, Seller shall have the right to require Purchaser to make available any unpaid Product, the right to take possession of such Product, and the right to sell and dispose of such Product.
- e. The Parties agree that neither the TASB Energy Cooperative nor its administrator, the Texas Association of School Boards, Inc., shall in any way be liable to either Party for a Party's default, performance or nonperformance under this Agreement.

5. **SELECTION OF PRODUCTS.** Determination of the suitability of any Product for the contemplated use is the sole responsibility of Purchaser and no liability shall be imposed upon Seller in connection therewith.

6. **RISK OF LOSS AND TITLE.** Risk of loss and title to products shall remain with Seller until Purchaser receives physical possession of the Product.

7. **WARRANTIES.** Seller warrants that the Product delivered to Purchaser will conform to the description on the first page of this Agreement (and related specifications).

60

8. **ENERGY COOPERATIVE ADMINISTRATIVE FEE INCLUDED:** The Contract Price includes the administrative fee provided for under the TASB Energy Cooperative ("Cooperative") contract award to Seller, which fee is based on the total number of gallons of Fuel purchased by Purchaser under this Purchase Agreement and calculated as five cents (\$0.05) per gallon for the first 500,000 gallons delivered to Purchaser under this Agreement; two cents (\$0.02) per gallon for gallons 500,001 through 1,000,000 delivered to Purchaser under this Agreement; and one-half cent (\$0.005) per gallon for gallons 1,000,000 and above delivered to Purchaser under this Agreement. The administrative fee shall be paid by Seller to the Cooperative in accordance with the terms set forth in that certain contract between the Cooperative and Seller in effect at the time of this Agreement. In no event shall the administrative fee be included in the calculation or collection of any liquidated damages amount charged to Purchaser under Article II, Section 2A or 2B. In the event the contract between the Cooperative and Seller requires Seller to cease collection of all or part of the administrative fee, Seller shall in turn cease collection of such administrative fee from Purchaser and reduce the Contract Price by the amount of the administrative fee no longer being collected.

9. **LIMITATION OF LIABILITY. UNLESS AN EXPRESS REMEDY IS PROVIDED IN THIS AGREEMENT, THE LIABILITY OF EACH PARTY TO THE OTHER PARTY IS LIMITED TO DIRECT ACTUAL DAMAGES.** Further, to the extent permitted by law, neither Party shall be liable to the other Party for damages, whether arising from performance of obligations under this Agreement, tort (including negligence), or otherwise for loss of anticipated profits, loss by reasons of plant shutdown, non-operation or increased expense of operation, service interruption, claims of customers, cost of money, loss of use of capital or revenue, or for any special, incidental, or consequential loss or damage.

10. **DEFECTS.** Purchaser shall, within 30 days after delivery of the Product, notify Seller of any alleged defect in the Product, or the failure of the Product to conform to any specifications. If, following such Notice, Seller and Purchaser agree that there exists such a defect or failure to conform due to the fault of Seller, the Parties shall attempt to negotiate a resolution. If unable to come to a resolution, (i) the defective Product shall be returned, at Seller's expense, to Seller, properly safeguarded against normal transit hazards as Seller may require, for replacement by Seller, or (ii) Purchaser and Seller shall negotiate an agreed amount to be deducted from the Contract Price, the payment of which shall operate as a full release of Seller. Purchaser's failure to notify Seller of any such claimed defect or failure to conform within the thirty-day period shall constitute Purchaser's complete waiver of any such claim with respect to defects or nonconformance, and Purchaser's release and covenant not to sue Seller with respect to such claim.



11. **AUTHORITY.** No agent, employee, or representative of Seller or Purchaser has any authority to bind either Party to any affirmation, representation, or warranty concerning the Product or this Agreement unless an affirmation, representation, or warranty made by an agent, employee, or representative is specifically included in writing in these terms and conditions or as an amendment thereto.

12. **NOTICE.** Any notice, designation, consent, delivery, approval, offer, acceptance, statement, request, or other communication required or allowed under this Agreement ("Notice" or in the verb form "Notify") shall be in writing. Any action required under this Agreement that is a term within the definition of "Notice" also shall be in writing. All notices required in this Agreement shall be deemed effective if made in writing and delivered to the recipient's address listed on the first page of this Agreement by any of the following means: (i) hand delivery, (ii) registered or certified mail, postage prepaid, with return receipt requested, (iii) first class or express mail, postage prepaid, or (iv) overnight courier service. Notice made in accordance with this paragraph shall be deemed delivered upon receipt if delivered by hand, on the third business day after mailing if mailed by first class, registered, or certified mail, or on the next business day after mailing or deposit with an overnight courier service if delivered by express mail or overnight courier. Refusal by a party to accept a Notice shall not affect the giving of the Notice.

13. **INTERPRETATION, MODIFICATION AND ADDITIONAL TERMS.** Seller and Purchaser, as a final expression of their agreement and also as a complete and exclusive statement of the terms of their agreement, intend the terms and conditions contained in this Agreement. Acceptance or acquiescence in a course of performance rendered shall not be relevant to determine the meaning of these terms and conditions, even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection. These terms and conditions can be modified or rescinded only by a writing signed by duly authorized agents of both Seller and Purchaser. Notwithstanding any provisions therein to the contrary, any terms and conditions in a Party's purchase order, acknowledgement form, confirmation, or other document issued by a Party which conflict with these terms and conditions or increase either Party's obligations hereunder, are rejected and shall not be binding upon the Parties unless specifically identified and accepted in writing by a duly authorized agent of both Parties.

61

14. **DELEGATIONS AND ASSIGNMENT.** No delegation of any obligation owed by a Party, or of the performance of any obligation by a Party, shall be made without the written consent of the other Party. A Party may not assign its rights and obligations under this Agreement without the other Party's written consent, which shall not be unreasonably withheld. Any delegation or assignment without the other Party's written consent is void.

15. **WAIVER.** No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved Party.

16. **TAXES.** Purchaser represents that it is a local governmental entity that is exempt from sales, excise, and usage taxes. Purchaser shall pay all federal, state, or local taxes or charges relating to the sale, delivery, or use of the Product from which it is not exempt. Purchaser shall be responsible for all taxes whether existing at the time of execution of this Agreement or subsequently imposed.

17. **APPLICABLE LAW AND VENUE.** This Agreement and the relationship between the Parties shall be governed in all respects, whether as to validity, construction, capacity, performance, or otherwise, by the laws of the state of Texas. The Parties stipulate and agree that exclusive jurisdiction and venue for any cause of action arising between the Parties shall be in the state or Federal courts having subject matter jurisdiction and located in the county in which Purchaser's main administration facility is located.

18. **RESPONSIBILITY TO WARN AND REPORT.** At and after title passes to Purchaser, Purchaser assumes all responsibility for warning Purchaser's personnel and any third parties on the premises of all hazards to persons and property. Purchaser also assumes the responsibility to warn and protect Purchaser's employees and others exposed to the hazards posed by Purchaser's storage and use of the Product. It is the responsibility of both Parties to comply with all relevant reporting obligations under the Emergency Planning and Community Right to Know Act of 1986, 42 U.S.C. §§ 11001 *et seq.* (EPCRA, also known as Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA Title III)) resulting from the presence of the chemicals supplied under this Agreement.

Purchaser's Initials SR

Seller's Initials _____



19. **FORCE MAJEURE.** If, by reason of act of God, flood, storm, explosion, fire, labor trouble, strike, insurrection, riot, acts of the public enemy, pandemic or epidemic, or federal, state or local law, order, rule, or regulation affecting all similarly situated companies or entities, either Party ("Claiming Party"), without negligence and upon exercise of due diligence, is prevented from complying with any obligation, covenant, or condition in this Agreement, including but not limited to ability to accept delivery of Products, then, while so prevented, the condition shall be suspended or the obligation or covenant shall be extended, the Claiming Party shall be relieved of the obligation to comply with such obligation or covenant, and the Claiming Party shall not be liable for damages, including charges pursuant to Article II, Sections 2A or 2B, for failure to so comply.

20. **MISCELLANEOUS.**

a. **Binding Agreement.** Subject to Article II, Section 14, this Agreement shall bind and inure to the benefit of the parties and their respective legal representatives, heirs, successors, and assigns.

b. **Invalid Provision/Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions of it. This Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

c. **Amendments.** No amendments, modifications, alterations, or additions to this Agreement shall be binding unless made in writing and signed by the Parties.

d. **Attorneys' Fees.** In the event of any litigation regarding the construction, enforcement, or validity of this Agreement, in addition to any other relief, the prevailing Party shall be entitled to recover its reasonable costs incurred, including attorneys' fees.

e. **Rule of Construction.** The judicial rule of construction requiring or allowing a document to be construed to the detriment or against the interests of the document's maker or drafter shall not apply to this Agreement.

f. **Headings.** The section headings in this Agreement are included solely for convenience and shall in no event affect or be used in connection with the interpretation of this Agreement.

g. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but together the counterparts shall constitute one and the same document.

h. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties, all prior negotiations and agreements, whether written or oral, having been merged into this Agreement.

i. **Time of Essence.** Time is of the essence in this Agreement. The Parties shall have the right to treat all time deadlines contained in this Agreement as material and to terminate this Agreement or exercise such other remedies as may be provided in this Agreement in the event such time deadlines are not met.

j. **Computation of Time.** In computing a time period prescribed in this Agreement, the day of the act or event shall not be counted. Unless the Agreement specifies business days, all subsequent days, including intervening weekend days and holidays, shall be counted in the period. The last day of the period so computed is to be included unless it is a weekend day or a legal holiday under federal law, in which case the period is to be extended to the next day that is not a weekend day or legal holiday. When the Agreement specifies business days, the computation of a time period shall exclude all weekends and holidays under federal law or the state law of the state in which Purchaser's main administrative office is located. Further, for obligations of Purchaser, days on which Purchaser's main administrative office is closed shall not be counted as a business day.

k. **Authority to Sign.** Each person signing this Agreement in a representative capacity on behalf of a Party warrants and represents to each other Party that (i) the person signing has the actual authority and power to so sign, and to bind his principal to the provisions of this Agreement, and (ii) all entity action necessary for the making of this Agreement has been duly taken. Either Party represents and warrants to the other Party that it has complied with all rules, regulations and laws relating to its authority to execute and perform the obligations under this Agreement.

V.09.01.2021

Purchaser's Initials 

Seller's Initials _____



l. **Signatures.** The Parties agree that they may transmit this Agreement for execution by electronic transmission. The Parties intend that electronic signatures on this Agreement shall be deemed an original and be binding on them.

m. **Non-Appropriation.** Seller acknowledges that Purchaser is a governmental entity and that Purchaser's ability to perform its obligations under this Agreement is dependent upon the appropriation of public funds. The Parties agree that if the Delivery Period extends beyond Purchaser's then current fiscal year into another fiscal year(s) and (i) Purchaser does not have an authorized multi-year funding source or (ii) otherwise has no legally available funds for the purchase of the Product, then this Agreement will terminate. Purchaser shall not be obligated to make contract payments beyond the amounts appropriated. However, if any funds are appropriated for Product costs, such funds shall be applied first to the cost of Product to be provided pursuant to this Agreement and any such funds shall not be used to pay for Product from any other vendor. Purchaser agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date under this Section, Seller shall have no further duty to supply Product to Purchaser.

n. **Support.** Seller shall maintain a telephone contact for customer service support for Purchaser. Purchaser may call the number listed on the last page of this Agreement for customer support, and Seller shall notify Purchaser of any new customer support telephone number.

o. **Survival.** Expiration of this Agreement or termination by either party shall not affect the rights and obligations of the Parties that accrued prior to expiration or the effective date of the termination. Payment obligations and any other provisions, which by their terms or their nature are intended to survive, shall survive the expiration or termination of this Agreement.

WHEREFORE, the Parties have caused this Agreement to be duly executed, and each of the undersigned below represent that they have been duly authorized to execute this Agreement by all necessary action and further affirm the representations and warranties as stated in Article II, Section 19.k of this Agreement as applicable to the Party.

Dexine / SD

Purchaser

Shannon Ramirez CFO

By (Name/Title - please print)

Shannon Ramirez

Authorized Signature

(Signer authorized to bind Purchaser to this Agreement)

5/21/2024

Date

Seller

Account Executive's Signature

Approved by Corporate Officer

Date

Customer Support Phone #: _____

Purchaser's Initials SR

Seller's Initials _____



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: March 24, 2025

Agenda Item: Interlocal Agreement with Texas20

Background Information:

TEXAS20 is the child nutrition coop through ESC Region 20. We will be utilizing them for our food and milk purchases.

Administrative Consideration:

Gov't Code 791.001, .011, .025 To increase efficiency and effectiveness, a district may contract or agree with other local governments and with state agencies, including the comptroller, to perform some of its purchasing functions. An interlocal contract must be authorized by a board and the governing body of each contracting party; must state the purpose, terms, rights, and duties of the contracting parties; and must specify that each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying party.

Budgetary Consideration:

NA

Supporting Documents:

Attached is a copy of the Membership Resolution

Recommendation:

Approve the Membership Resolution for TEXAS20 Membership

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools



RESOLUTION

WHEREAS, it is the intent of _____
(Name of Entity)

to join and participate in the TEXAS 20 Purchasing Cooperative, Education Service Center, Region 20.

WHEREAS, authority for this commitment is authorized by Article 791.011 Inter-local Cooperation Act as amended and would allow for substantial savings to be realized by volume purchasing of specific commercial and/or USDA commodity items.

BE IT RESOLVED, that _____
(Name of Entity)

Board of Trustees hereby joins in and elects to participate in the TEXAS 20 Purchasing Cooperative being organized and administered by the Education Service Center, Region 20.

65

BE IT FURTHER RESOLVED, that _____
(Name of Entity)

Board of Trustees hereby authorizes its CEO/Authorized Representative to execute such documents as are appropriate and necessary to implement the Entity's participation in said TEXAS 20 Purchasing Cooperative.

We certify the foregoing is a true and correct copy of the resolution duly adopted by

_____, of _____, Texas. In
(Name of Entity) (City)

witness thereof, I/we have hereunto set my/our hand(s) this _____ day of _____, (yr.) _____.

CEO/AUTHORIZED REPRESENTATIVE SIGNATURE: _____

CEO/AUTHORIZED REPRESENTATIVE PRINTED NAME AND TITLE: _____

Name of person in charge of Food Service: _____

E-Mail: _____

Phone: _____

Address: _____



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: _____

County/District Number: _____

General Provisions

This Interlocal Agreement is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Inter-local Cooperation Act, Chapter 791, Texas Government Code*. Agreement between TEXAS 20 Purchasing Cooperative and members choosing to participate in processing of USDA Foods and/or Commercial Purchasing.

This agreement shall be automatically renewed unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

TEXAS 20 Purchasing Cooperative and member agree on maintaining an effective advisory group that provides support to the TEXAS 20 Purchasing Cooperative team.

66

TEXAS 20 Purchasing Cooperative member agrees to comply with all requirements for receiving, handling, distributing, transporting, storing, and/or using USDA Processed Foods as provided in the TDA policy handbooks, and USDA regulations and instructions, including requirements relating to dry, chilled and frozen product received directly from USDA/TDA approved and TEXAS 20 Purchasing Cooperative awarded processors.

TEXAS 20 Purchasing Cooperative member agrees to effectively manage entitlement dedicated in TDA's electronic system to Commodity Processing and coordinate with the Co-op Coordinator the use of commodity processing balances on a timely basis.

TEXAS 20 Purchasing Cooperative member agrees on a regular basis, to track and manage USDA Foods processing inventory balances in processor's tracking system (e.g., K12, ProcessorLink, etc.); verify for accuracy end products sold through a distributor, including commodity value discounts and pounds used; verify processing option(s); delivery destination; and assigned distributor.

TEXAS 20 Purchasing Cooperative member agrees to verify receipt of end products delivered by the state contracted warehouse, awarded vendors, distributors and manufacturers, back door deliveries or directly to the direct to district warehouse to ensure:

1. End products received match delivery order form.
2. End products received match bill of lading prior to signing delivery invoice.
3. Damaged cases are not accepted; note damages on the bill of lading and return to driver.
4. Report to processing co-op coordinator any issues and/or concerns with USDA Food processing and commercial purchasing products and services. TDA will be notified if applicable.

TEXAS 20 Purchasing Cooperative member agrees to communicate with the Co-op coordinator and USDA approved commodity processor regarding commodity pound transfers, within the co-op, to the same awarded processor. Members must provide justification when requesting to transfer pounds to a different processor through TEXAS 20 Purchasing Cooperative for evaluation to determine if notification meets requirement for TDA approval or denial.

TEXAS 20 Purchasing Cooperative member agrees to utilize processing pounds in a timely manner and comply with federal regulations to not exceed a six-month inventory supply.



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: _____ County/District Number: _____

TEXAS 20 Purchasing Cooperative and member ensure all initiated request for proposals follow the State and Federal procurement regulations and requirements, which include commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative will provide members with a procurement timeline schedule. Member agrees to meet all TEXAS 20 Purchasing Cooperative deadlines.

TEXAS 20 Purchasing Cooperative maintains procurement information, files and records for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines. TEXAS 20 Purchasing Cooperative website provides a source of communication and resources for members. TEXAS 20 Cooperative team provides technical assistance to maximize resources.

TEXAS 20 Purchasing Cooperative member agrees to provide TEXAS 20 Co-op team the description of items and accurate quantity projections to ensure solicitation integrity, which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative will conduct ongoing analysis of velocity reports comparing the estimated quantity provided to the distributor/vendor/manufacturer to the actual quantity of product purchased, which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative shall send request for proposal invitations to all approved USDA/TDA processors. Those processors submitting the RFP by the opening deadline and having completed the processing agreements with TDA will be considered. The Co-op Coordinator will negotiate pricing to designate award/non-award processors.

TEXAS 20 Purchasing Cooperative member agrees to submit in writing the request approval to use the Direct to District option. The member accepts the responsibility of verifying deliveries, reconciling drawdowns, resolving issues with shorts, overages, and damages, and any other issues that may arise directly with the processor.

TEXAS 20 Purchasing Cooperative member is expected to honor all contracts and is obligated to purchase the products and or services listed on the contract from the awarded contractor. The member cannot buy these items from another vendor unless the quantity described in the contract has been exhausted, or the contract has been legally terminated. When the quantity is exhausted or the contract has been legally terminated, the member must correctly procure the products and/or services through a new solicitation. Timely payments must be made to vendors who receive proposal awards.

The TEXAS 20 Purchasing Cooperative reserves the right, but is not obligated, to add additional members and allow participation. A member may not be able to participate if purchases materially change the existing contract(s). The Member may become active upon any new bids or rebids being awarded.

Authorization

