



Brownsville Independent School District

Agenda Category: General Function
Contracts/MOU Board of Education Meeting: 09/03/2024

Item Title: TASB Policy Service Agreement X Action
Information
Discussion

BACKGROUND:

TASB provides the District updating services to the District's Localized Policy Manual, initially developed by Policy Service. Policy Update packets contain (LEGAL) policies and adoptable (LOCAL) policies, consistent with legal authority. If Board approved, the TASB Policy Service will update the District's Policy Manual for it to remain current. Policy Service will provide consulting services on and editorial review of Local District Updates. Consulting Services may include telephone assistance, policy drafts, and policy samples for subscriber's consideration.

The services are intended to assist the District with state and federal regulatory compliance and to help the District understand the various laws that apply to Texas School Districts.

FISCAL IMPLICATIONS:

Local Funds: \$4,600.00

Based on the District's Enrollment:

Policy Service Subscription Rate: \$ 2,800.00

Policy Online Rate: \$1,800.00

RECOMMENDATION:

Recommend approval to enter into agreement with the Texas Association of School Boards (TASB) to continue Policy Service Subscription Agreement at a cost of \$4,600.00.

Maricela Z. Puente

Submitted by: Principal/Program Director

Dr. Norma L. Gallegos

Recommended by: Asst. Supr./Exec. Dir.

Miguel Salinas

Reviewed by: Staff Attorney

Dr. Norma L. Gallegos

Approved by: Chief Officer

Approved for Submission to Board of Education:

Dr. Jesus H. Chavez, Superintendent

When Necessary, Additional Background May Follow This.

Minerva Almanza

From: Roxanne Eckstein
Sent: Friday, August 23, 2024 8:57 AM
To: Minerva Almanza
Subject: RE: Revised TASB Agreement

Minnie,

Mr. Salinas has reviewed the TASB revised agreement and has approved as to form.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein

Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400
Brownsville Independent School District | 1900 East Price Road, Suite 302 | Brownsville, TX 78521

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The Brownsville Independent School District does not discriminate based on race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs, or activities.

From: Roxanne Eckstein
Sent: Tuesday, August 20, 2024 4:05 PM
To: Ben Castillo <bcastillo@808West.com>
Cc: Minerva Almanza <malmanza1@bisd.us>
Subject: FW: Revised TASB Agreement

Mr. Castillo,

Please see the attached for your review as per our conversation. I will still have Ms. Zarate send off your edits to TASB.

Thank you! Should you have any questions or comments, please contact me at (956) 698-6379.

Sincerely,

Roxy Eckstein

Roxanne Eckstein | Paralegal to Miguel Salinas | Staff Attorney | Phone: 956.698.6379 | Fax: 956.714.6400



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The Brownsville Independent School District does not discriminate based on race, color, national origin, sex, religion, age, disability or genetic information in employment or provision of services, programs, or activities.

From: Maricela Zarate Puente <z@bisd.us>

Sent: Tuesday, August 20, 2024 3:51 PM

To: Roxanne Eckstein <reckstein@bisd.us>

Subject: Revised TASB Agreement

This revised agreement was sent today before 3:00p.m.

Respectfully,



This email and any files transmitted with it are the property of the Brownsville Independent School District, are confidential, and are intended solely for the use of the individual or entity to whom this email is addressed. If you are not one of the named recipient(s) or otherwise have reason to believe that you have received this message in error, please notify the sender and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this email is strictly prohibited.

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BISD no discrimina a base de raza, color, origen nacional, género, religión, edad, discapacidad o información genética en el empleo o en la provisión de servicios, programas o actividades.



To: District Superintendent, Superintendent's Administrative Assistant, Policy Contact

From: TASB Policy Service

Date: July 30, 2024

Your Policy Service Subscription

It's time to renew your TASB Policy Service subscription. As part of your renewal for the subscription year September 1, 2024-August 31, 2025, Policy Service will provide:

- Updates 124 and 125 to the *TASB Policy Reference Manual*, available on Policy Online®.
- Updates 70 and 71 to the *TASB Regulations Resource Manual*, accessible through the Policy Online® Governance and Management Library (GML).
- Publications available in the GML, including:
 - Policy Alerts, guides, and other policy-related resources;
 - Legal Tips from TASB Legal Services, providing practical legal advice about policy issues; and
 - The annual update to the *TASB Model Student Handbook* and the biennial update to the *TASB Model Student Code of Conduct*, provided in English and Spanish.
- Telephone and policy drafting assistance from your district's policy consultant, to improve and clarify policy language before board adoption.
- Access to training opportunities and guidance materials.

Your Policy Service subscription and Policy Online® fee are based on your district's enrollment. Rates for the subscription year are included in the Agreements being provided to you through DocuSign. The subscription fees are separate from your annual TASB membership dues. Invoices for your annual Policy Service membership and Policy Online subscription will be sent by mid-August.

Additional Policy Services

For an additional fee, Policy Service also provides:

- Updates to your policy manual based on locally initiated changes. For the 2024-25 subscription year, you will be billed \$25 per TASB base version and \$40 per page for unique policies.
- Numbered updates to your district's localized policy manual, including changes to legal policies and customization of local policies.
- A subscription to Policy Online®. Rates are based on enrollment and are reflected in the agreement for that service.

Summary of Policy Service Agreement Changes (Effective September 1, 2024)

TASB Policy Service has revised three of its agreements: ISD Policy Service Subscription Agreement, Policy Online® User Agreement, and Policy Updating Agreement.

Each revised agreement is effective upon your renewal of the corresponding service. The substantive changes to each agreement are summarized below.



Policy Service Subscription Agreement

- Revised Section 1 to clarify the description of the products and services offered through the subscription
- Updated Section 3 regarding the effect of non-payment
- Updated Section 5(d) regarding the effect of termination
- Clarified the accessibility requirements in Section 12
- Updated and clarified the description of TASB's intellectual property rights in Section 16

Policy Online® User Agreement

- Clarified the prerequisite requirements for a Policy Online® subscription in Section 1
- Updated Section 2 regarding the effect of non-payment
- Updated Section 5(b) regarding the possible grounds for termination
- Revised the description and scope of "Subscriber Data" in Section 6
- Moved "Policy Online IP" to Section 7
- Revised the record retention and maintenance provisions of Section 8
- Clarified Section 9 regarding the rights and responsibilities of users
- Clarified Section 10 regarding subscribers' responsibility for their data
- Updated the disclaimers in Sections 11 and 13
- Updated the accessibility provision of Section 14

Policy Updating Agreement

- Updated the description of "Numbered Updates" in Section 1
- Added an attached "Notification Selection Form," referenced in Section 1(b)
- Added Section 1(c) regarding non-substantive or conforming changes to policy drafts
- Revised Section 2 regarding cost methodology and payment
- Clarified Section 4 regarding initial partial year subscriptions
- Revised Section 5(b) regarding the possible grounds for termination
- Clarified the limitation of liability in Section 10
- Updated the accessibility provision of Section 11
- Updated and clarified the description of TASB's intellectual property rights in Section 16

We're Here to Help

Since 1975 TASB Policy Service has helped its member districts meet the challenges of the rapidly changing statutory and regulatory framework for school district governance and management. We are grateful for the opportunity to serve your district and welcome your ideas on how we might better serve you.

Please call 800-580-7529 or email policy.service@tasb.org if you have suggestions or questions about your subscription.

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All rights reserved.



ISD Policy Service Subscription Agreement

This ISD Policy Service Subscription Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the undersigned Policy Service subscriber ("Subscriber"). As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB.

1. ISD Policy Service Subscription: (a) During the term of this subscription, Subscriber (including its trustees, administrators, and staff) is licensed and authorized to:

- (1) Reproduce and display, for Subscriber's internal purposes, the School District Policy Reference Manual, coded as "(LEGAL)" policies, which is a copyrighted TASB publication that presents a compilation of relevant laws and regulations that generally govern Texas public school districts;
- (2) Reproduce, display, adapt, and use for Subscriber's internal purposes (A) TASB's copyrighted model "(LOCAL)" policies, (B) the Model Student Code of Conduct, Model Student Handbook, and Regulations Resource Manual copyrighted publications, and (C) other Policy Service proprietary publications and resources, including policy alerts and notifications;
- (3) Receive unlimited phone consultation regarding these resources;
- (4) Exercise the foregoing rights by and through the TASB Policy Online® platform in accordance with the terms of a current Policy Online® subscription, if Subscriber is also a subscriber to Policy Online®; and
- (5) Share these copyrighted and/or proprietary materials with legal counsel to Subscriber for the sole, limited purpose of enabling legal counsel to provide legal services to Subscriber.

(b) This subscription does not permit the use of any of these proprietary publications and resources by anyone else without the prior written consent of TASB. Subscriber's rights to reproduce, display, adapt, use, and share the foregoing copyrighted and/or proprietary materials cease when the subscription terminates, other than for individual (LOCAL) policies that have been adopted by Subscriber as described in Section 16 of this Agreement.

2. Term: Except for any partial year, a subscription year is September 1–August 31. Unless terminated as provided for in this Agreement, Subscriber's subscription automatically renews each September 1 for successive annual periods thereafter.

3. Annual Subscription Fee: TASB Policy Service will invoice Subscriber before the end of the then-current subscription year for next year's subscription fee. Subscriber agrees to pay the subscription fee, in full, no later than the due date specified on the invoice, which shall be no fewer than 45 days, and agrees that Policy Service may deny, including suspend, providing service under this Agreement and any other written agreement between Subscriber and TASB Policy Service until Subscriber's invoice is paid in full. The current fee methodology is described in the attached Fee Schedule. Services beyond the ISD Policy Service Subscription are subject to an additional fee.

4. Commencement Date: This Agreement commences on the date on which TASB receives this executed Agreement.

5. Termination: (a) Subscriber may terminate this Agreement based on any of the following: (1) opting out of automatic renewal of this Agreement by providing TASB with prior written notice of termination no later than August 1 or (2)



providing written notice of termination to TASB within 30 days of being given written notice of an amendment, including a fee increase, as provided in Section 13 (Amendments) of this Agreement.

(b) TASB may terminate this Agreement based on any of the following: (1) Subscriber's failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq.*), as applicable; (2) providing Subscriber prior written notice of termination no later than August 1, before the upcoming renewal; (3) Subscriber's failure to maintain or timely renew its applicable TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days' prior written notice before this subscription renews, TASB will, within its sole discretion, provide Subscriber a pro-rata refund of this subscription or allow this subscription to run through the end of the term (provided Subscriber has paid the subscription fee); or (4) Subscriber's failure to fully and timely pay any undisputed amounts due for any additional "fee for services."

(c) Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.

(d) If this Agreement is terminated, Subscriber will no longer be eligible for additional services provided by TASB Policy Service. Except as expressly provided otherwise, no full, partial, or pro-rated refund or credit will be provided if this subscription is suspended or terminated. Upon termination of this Agreement, Subscriber's access to all TASB proprietary publications and resources extended hereunder, including TASB's unique, proprietary letter codes and coding structure, shall automatically cease and terminate. Subscriber, including its trustees, administrators, staff, legal counsel, and other representatives, shall immediately cease all use of the proprietary publications and resources and shall, upon TASB's request, return or destroy any and all copies thereof to the fullest extent permitted by law.

6. No Legal Advice: The publications and resources provided through this subscription are intended to assist Subscriber with state and federal regulatory compliance and to help Subscriber understand the various laws that apply to Texas school districts. Nothing provided through this subscription is intended to serve as an exhaustive compilation or explanation of the law, legal advice, or as a substitute for the advice of an attorney.

7. DISCLAIMER: SUBSCRIBER UNDERSTANDS AND AGREES THAT THE PUBLICATIONS AND RESOURCES PROVIDED THROUGH THIS SUBSCRIPTION ARE PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT IN THE SUBSCRIPTION IS ERROR-FREE OR FULLY CURRENT. TASB MAKES NO WARRANTY REGARDING THE INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH POLICY SERVICE, OR THAT ANY OF THESE DELIVERABLES WILL MEET SUBSCRIBER'S REQUIREMENTS OR ALL GOVERNMENTAL REQUIREMENTS.

8. LIMITATION OF LIABILITY: TASB'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE EQUIVALENT OF ONE YEAR'S SUBSCRIPTION FEE PAID TO TASB UNDER THIS AGREEMENT.

9. Current Revenue: Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available.

10. Use of Subscriber Information: Subscriber grants TASB a perpetual, nonexclusive, royalty-free license to copy, modify, and use any information and data obtained from Subscriber through this subscription so that TASB may create analytical trend data (in anonymous form) and in order to improve the quality of TASB's services to its members, clients, and



constituents, as well as to carry out TASB's legitimate business purposes, including the creation of statistical studies and compilations. Such studies and compilations may be shared with third parties, such as the Texas Education Agency, the Texas Legislature, and media. The license granted herein, however, shall not extend to Subscriber information made confidential under law. Unless otherwise authorized in writing or required by law, TASB (a) will not disclose Subscriber's specific policies in a manner that identifies them as Subscriber's policies and (b) will not disclose any other Subscriber information in a manner that allows particular individuals to be associated with Subscriber's specific information. Notwithstanding the foregoing, Subscriber agrees that Subscriber's name may appear in a list of participating entities for reports containing analytical trend data.

11. Maintenance of Records: TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement, within the meaning of the Texas Public Information Act or other law. As between Subscriber and TASB, Subscriber is and shall remain the custodian of records, including all policies developed under this Agreement.

12. Accessibility: Subscriber is solely responsible for the accessibility of documents created from the manipulation of any TASB Policy Service materials, where permitted, including, but not limited to, the *Model Student Code of Conduct*, the *Model Student Handbook*, and the *Regulations Resource Manual*, for people with disabilities.

13. Amendments: TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Any material amendment, including written notice of a fee increase, will be given to Subscriber in writing, no later than August 1 and take effect no earlier than September 1. Subscriber will have at least 30 days to terminate this Agreement, in writing, if it does not wish to be bound by the amendment. Unless the amendment expressly states otherwise, a written amendment will not require the signature of Subscriber or TASB. If Subscriber does not terminate this Agreement within the required time frame, the amendment will be deemed accepted by Subscriber.

14. Relationship between Subscriber and TASB: For purposes of this Agreement, Subscriber and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency, or joint venture between Subscriber and TASB. Notwithstanding the foregoing, Subscriber appoints TASB Policy Service as Subscriber's representative to consult with TASB Legal Services for legal advice on Subscriber's localized policy matters, and Subscriber appoints and consents to having TASB Legal Services provide such legal counsel for Subscriber.

15. Governing Law: This Agreement is governed by Texas law.

16. Copyright: The publications and written resources included in this ISD Policy Service Subscription are copyrighted publications of TASB. Duplication or distribution of these copyrighted publications and resources for non-Subscriber use, in part or in whole, is prohibited unless specifically authorized in writing by TASB Policy Service. Inquiries may be directed to TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400 or policy.service@tasb.org. TASB grants Subscriber a nonexclusive, nontransferable license to use TASB's unique, proprietary letter codes and coding structure, without modification, for Subscriber's local policies only during the term of Subscriber's ISD Policy Service subscription. TASB retains all right, title, and interest, including copyright ownership, to its (LEGAL) policies – which are not authorized for local adoption – and unadopted (LOCAL) model policies or templates promulgated by TASB. TASB disclaims ownership to the contents of any individual (LOCAL) policy, not including TASB's unique, proprietary letter codes and coding structure, if and only to the extent it is adopted by Subscriber. (LOCAL) policies may include references to (LEGAL) policies and other external sources for the sole purpose of identifying additional explanatory information and resources. No referenced (LEGAL) policy or other external sources shall be adopted as a rider by Subscriber through the adoption of the (LOCAL) policy containing the reference.



Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party's signature shall be valid as an original for all purposes.

District's name (Subscriber): Brownsville Independent School District

Authorized signature: _____

Printed name: Dr. Jesus H. Chavez

Title: Superintendent of Schools

Date: September 4, 2024

Subscriber: Please retain a copy for your records.

Contact information

TASB Policy Service
Carolyn Austin, Assistant Director, Operations
P.O. Box 400, Austin, TX 78767
(800) 580-7529
Policy.Service@tasb.org



Fee Schedule

TASB Policy Service Subscription Rates

Student Enrollment	Policy Service Subscription Rate
1 to 500	\$900
501 to 1,500	\$975
1,501 to 3,000	\$1,175
3,001 to 9,999	\$1,425
10,000 to 25,000	\$2,200
25,001 to 50,000	\$2,800
50,001 and above	\$3,250



Policy Online® User Agreement

This Policy Online® User Agreement (Agreement) is entered into between the Texas Association of School Boards, Inc. (TASB), through its Policy Service division, and the undersigned Subscriber.

1. Scope: As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB and under current Policy Service subscription agreements for ISD Policy Service and Policy Updating Services.

This Agreement includes the following services:

- Policy Service will install an electronic version of Subscriber's localized policy manual, as reflected by Policy Service's records, on the TASB Policy Online website.
- Policy Service will provide an efficient graphical user interface to the data.
- Upon Subscriber's notice to Policy Service of Subscriber's adoption of locally initiated policy changes and numbered updates, Policy Service will update Policy Online as soon as practicable thereafter to reflect those changes.

2. Payment: Subscriber will pay the required fee presented by invoice or other written statement within 45 days or such other time period authorized by law. If the initial term is for a partial year, the fee will be prorated. The current fee methodology is described in the attached Fee Schedule. Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available. Prior notice of a fee increase will be given to Subscriber in writing, as provided in Section 15 (Amendments) of this Agreement. Failure to pay by the due date may result in the suspension or termination of services under this Agreement.

3. Commencement Date: This Agreement commences on the date on which TASB receives this executed Agreement.

4. Subscription Term: Except for any partial year, a subscription year under this Agreement is September 1–August 31. The Agreement will automatically renew for successive subscription years unless terminated.

5. Termination: (a) Subscriber may terminate this Agreement based on any of the following: (1) opting out of automatic renewal of this Agreement by providing TASB with written notice of termination no later than August 1; or (2) providing written notice of termination to TASB within 30 days of being given written notice of an amendment, including a fee increase, as provided in Section 15 (Amendments) of this Agreement.

(b) TASB may terminate this Agreement based on any of the following: (1) Subscriber's failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq.*), as applicable; (2) providing Subscriber prior written notice of termination no later than August 1, before the upcoming renewal; (3) Subscriber's failure to maintain or timely renew its separate TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days' prior written notice before this subscription renews, TASB will, within its sole discretion, provide Subscriber a pro-rata refund of this subscription or allow this subscription to run through the end of the term (provided Subscriber has paid the subscription fee); (4) Subscriber's failure to maintain or timely renew its separate ISD Policy Service Subscription Agreement by paying the subscription fee; (5) Subscriber's failure to maintain separate Policy Updating Services; or (6) Subscriber's failure to fully and timely pay any undisputed amounts due for any additional "fee for services."

(c) Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.



(d) Except as expressly provided otherwise, if Subscriber's subscription is terminated under this section, Subscriber is not entitled to a refund (prorated or otherwise) of any fees paid under this Agreement or any fee for service charges Subscriber has paid.

6. Subscriber Data and TASB Materials: Localized content, including any adopted local policies of Subscriber, that is uploaded or entered into the Policy Online application by, through, or on behalf of Subscriber shall be deemed the property of Subscriber ("Subscriber Data"); provided, however, that no copyrighted or proprietary materials of TASB, including, but not limited to, all (LEGAL) policies, all unadopted (LOCAL) policies, and TASB's unique, proprietary letter codes and coding structure, shall be considered or converted into Subscriber Data or the property of Subscriber for any purpose. Subscriber will exercise due care and discretion in the content it uploads in Policy Online to avoid infringing on the proprietary interests of any third party. Nothing in this Agreement grants TASB any proprietary rights to Subscriber Data, except that Subscriber grants TASB a perpetual, nonexclusive, royalty-free license to copy, modify, and use Subscriber Data and any other information and data obtained from Subscriber through this Agreement so that TASB may create analytical trend data (in anonymous form) and in order to improve the quality of TASB's services to its members, clients, and constituents, as well as to carry out TASB's legitimate business purposes, including the creation of statistical studies and compilations. Such studies and compilations may be shared with third parties, such as the Texas Education Agency, the Texas Legislature, and media. The license granted herein, however, shall not extend to Subscriber's information made confidential under law. Notwithstanding the foregoing, Subscriber agrees that Subscriber's name may appear in a list of participating entities for reports containing analytical trend data.

7. Policy Online IP: (a) Subscriber acknowledges and agrees that it has no right, title, or interest in and to the Policy Online® and Policy On Line® trademarks, service marks, tradenames, or software application, including its programming codes, documentation, interfaces, sequences, or derivatives thereof (collectively the "Policy Online IP"). Subscriber acknowledges that such Policy Online IP is subject to the protection of federal and state laws protecting intellectual property and trade secret information. Subscriber will not directly or indirectly allow any of its users or third parties to copy, modify, reverse compile, disassemble, reverse engineer, assign, rent, sublicense, or distribute all or any portion of the Policy Online IP. To the extent any design improvement or modification is made to the Policy Online IP at the suggestion or request of Subscriber, Subscriber hereby disclaims any right, title, or interest to such change, beyond the access and use rights otherwise granted herein, without any right or claim to payment or consideration therefor.

(b) In the event of any claim or proceeding against Subscriber alleging that the Policy Online IP, as provided through this Agreement, infringes on the rights of any third party, TASB will indemnify Subscriber, provided that Subscriber promptly notifies TASB in writing and grants TASB full authority to defend and settle such matter. TASB shall have full authority to select counsel of its own choosing and Subscriber shall cooperate with such counsel. Notwithstanding the foregoing, TASB shall not be liable or responsible for any Subscriber Data or any other content uploaded or entered into Policy Online by Subscriber or any of its users.

8. Maintenance of Records: TASB shall not serve or act as custodian of records that are developed or obtained pursuant to this Agreement within the meaning of the Texas Public Information Act or other law. TASB does not maintain the official policy manual for Subscriber, and Policy Online is not intended to serve as Subscriber's permanent data storage facility. As between Subscriber and TASB, Subscriber is and shall remain the custodian of records, including all local policies developed through TASB Policy Service. Subscriber is responsible for archiving Subscriber Data that must be retained onto a platform or location outside of Policy Online.

9. Subscriber Users: Users associated with Subscriber are able to view, print, download, and copy Subscriber Data and TASB proprietary materials made available to Subscriber under separate Policy Service agreements. Under no circumstances may a user exploit TASB proprietary materials for commercial purposes or for use beyond any specific limitation impressed on the material itself. Further, no user is authorized to appropriate Policy Online IP. Legal action may



be initiated by TASB against any user who violates these conditions. Users are responsible for maintaining the confidentiality of their login identification and passwords and may not share them with any other person.

10. Responsibility: Legal responsibility for Subscriber Data in Policy Online resides exclusively with Subscriber. Except for necessary hardware/software maintenance and upgrades and for internet-related problems, TASB exercises commercially reasonable care to make Policy Online continuously available to Subscriber and its users.

11. DISCLAIMER: SUBSCRIBER UNDERSTANDS AND AGREES THAT THE SERVICE PROVIDED UNDER THIS AGREEMENT IS PROVIDED "AS IS" AND WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT IN THE SERVICE IS ERROR-FREE OR FULLY CURRENT. TASB MAKES NO WARRANTY REGARDING THE INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH THE SERVICE, OR THAT ANY OF THESE DELIVERABLES WILL MEET SUBSCRIBER'S REQUIREMENTS, INCLUDING SUBSCRIBER'S LEGAL REQUIREMENTS.

12. Relationship: For purposes of this Agreement, Subscriber and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency, or joint venture between Subscriber and TASB. Notwithstanding the foregoing, Subscriber appoints TASB Policy Service as Subscriber's representative to consult with TASB Legal Services for legal advice on Subscriber's localized policy matters, and Subscriber appoints and consents to having TASB Legal Services provide such legal counsel for Subscriber.

13. LIMITATION OF LIABILITY: EXCEPT FOR SECTION 7(b), TASB'S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAYABLE UNDER THIS AGREEMENT OVER A 12-MONTH PERIOD.

14. Accessibility: TASB endeavors to have Policy Online meet the latest version of the Web Content Accessibility Guidelines (WCAG) at the AA level of conformance. Subscriber, however, is solely responsible for the accessibility of Subscriber Data created by Subscriber, of Subscriber content linked from Policy Online but hosted elsewhere, and of Subscriber Data and content derivatives of TASB Policy Service materials.

15. Amendments: TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Any material amendment, including written notice of a fee increase, will be given to Subscriber, in writing, no later than August 1 and take effect no earlier than September 1. Subscriber will have at least 30 days to terminate this Agreement, in writing, if it does not wish to be bound by the amendment. Unless the amendment expressly states otherwise, a written amendment will not require the signature of Subscriber or TASB. If Subscriber does not terminate this Agreement within the required time frame, the amendment will be deemed accepted by Subscriber.

16. Notices: Any notice required by this Agreement shall be addressed to the party's last address of record, as follows: (a) if to TASB, to the attention of the Director of TASB Policy Service; and (b) if to Subscriber, to the attention of the chief executive officer or Subscriber's designee.

17. Governing Law: This Agreement is governed by Texas law.



Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party's signature shall be valid as an original for all purposes.

District's name (Subscriber): Brownsville Independent School District

Authorized signature: _____

Printed name: Dr. Jesus H. Chavez

Title: Superintendent of Schools

Date: September 4, 2024

Subscriber: Please retain a copy for your records.

Contact information

TASB Policy Service
Carolyn Austin, Assistant Director, Operations
P.O. Box 400, Austin, TX 78767
Policy.Service@tasb.org



Fee Schedule

TASB Policy Online® Rates

Student Enrollment	Policy Online® Rate
1 to 1,500	\$1,100
1,501 to 3,000	\$1,125
3,001 to 9,999	\$1,225
10,000 to 24,999	\$1,700
25,000 and above	\$1,800
Educational Service Centers	\$1,800



Policy Updating Services Agreement

This Policy Updating Services Agreement is entered into between the Texas Association of School Boards, Inc. (TASB), through its TASB Policy Service division, and the undersigned District. All references to "Subscriber" shall refer to the undersigned subscribing District.

1. Scope: (a) As a prerequisite for entering into this Agreement, Subscriber must be a member of TASB and a Subscriber to Policy Service. This Agreement is for updating services to Subscriber's Localized Policy Manual initially developed by Policy Service under separate agreement. Localized policies reflect the unique needs, characteristics, and priorities of Subscriber's District. Localized policy updates are prepared in an adoptable format for the consideration of Subscriber's board and include the following:

- **Numbered Updates**

Policy Service will issue a Numbered Update in response to changing legal authority or to implement structural changes that improve the quality and layout of Subscriber's Localized Policy Manual. Numbered Updates occur two to three times a year. Policy Service will examine Subscriber's Localized Policy Manual, determine how the update changes affect the manual, and make appropriate changes and recommendations. The result is a Localized Update packet unique to the Subscriber. The typical Localized Update packet contains appropriate (LEGAL) policies (licensed under the separate ISD Policy Service Subscription Agreement) and adoptable (LOCAL) model policies, consistent with legal authority.

- **Local District Updates (LDU)**

Upon Subscriber's submission of locally driven changes, Policy Service will update Subscriber's Localized Policy Manual for it to remain current. All such changes must be provided to Policy Service so that policy records, upon which the Numbered Updates are formulated, remain current. Policy Service will provide consulting services on and editorial review of LDUs. Consulting services may include telephone assistance, basic policy drafts, and policy samples for Subscriber's consideration.

(b) Under this Agreement, Subscriber authorizes Policy Service to obtain an attorney-client privileged legal review, on Subscriber's behalf, from TASB Legal Services on policies that Policy Service deems appropriate for legal review. Through the attached Notification Selection Form, Subscriber may select the method used to communicate information from this legal review.

(c) Subscriber authorizes Policy Service to make nonsubstantive or conforming changes to policy drafts to align with Policy Service style and format.

Note: *The scope of this Agreement only includes the above-identified services. Policy Online or other Policy Service offerings are available under separate terms and conditions outside of this Agreement. Policy Service will provide, upon Subscriber request and for a reasonable administrative fee, duplication services for Localized TASB Updates and Local District Updates.*

2. Payment: Subscriber will be billed on a per-project basis. The cost for localized policy updates may include changes to (LEGAL) policy references within the LDU and customized recommendations for Subscriber's (LOCAL) policies. Subscriber will be billed at the established rates for base policy versions and on a per page basis for unique policies. Before September 1, TASB will provide Subscriber with written notice of these rates for the upcoming subscription year. Subscriber will be invoiced no later than 30 days after the applicable subscription year expires and payment will be due within 45 days of invoice, or such other time period authorized by law. Subscriber is responsible for payment regardless of whether



Subscriber has adopted (LOCAL) policies provided in the update. Subscriber represents and agrees that all payments required under this Agreement will be made from revenues currently budgeted and available. Failure to timely pay fees may result in the suspension or termination of services under this Agreement, as well as other TASB Policy Service Agreements.

3. Commencement Date: This Agreement commences on the date on which TASB receives this executed Agreement.

4. Subscription Term: Except for any partial initial year, a subscription year under this Agreement is September 1-August 31. The Agreement will automatically renew for successive subscription years unless terminated.

5. Termination: (a) Subscriber may terminate this Agreement based on any of the following: (1) opting out of automatic renewal of this Agreement, by providing TASB with prior written notice of termination no later than August 1; or (2) providing written notice of termination to TASB within 30 days of being given written notice of an amendment, including a fee increase, as provided in Section 12 (Amendments) of this Agreement.

(b) TASB may terminate this Agreement based on any of the following: (1) Subscriber's failure to make timely payment, subject to and consistent with law, including the Texas Prompt Payment Act (Tex. Gov. Code §§ 2251.021 *et seq.*), as applicable; (2) providing Subscriber prior written notice of termination no later than August 1, before the upcoming renewal; (3) Subscriber's failure to maintain or timely renew its separate TASB membership; however, if the applicable TASB membership fee for Subscriber increases without the benefit of at least 30 days' prior written notice before this subscription renews, TASB will, within its sole discretion, provide Subscriber a pro-rata refund of this subscription or allow this subscription to run through the end of the term (provided Subscriber has paid the subscription fee); (4) Subscriber's failure to maintain or timely renew its separate Policy Service Subscription Agreement by paying the subscription fee; or (5) Subscriber's failure to fully and timely pay any undisputed amounts due for any additional "fee for services."

(c) Either party may terminate this Agreement due to an event of default. An event of default is the failure by either party to comply with any material obligation under this Agreement and such noncompliance remains uncured for more than 30 days after receipt of written notice thereof.

(d) Except as expressly provided otherwise, if this subscription is terminated, no full, partial, or pro-rated refund or credit will be provided.

6. Use of Subscriber Information: Subscriber grants TASB a perpetual, nonexclusive, royalty-free license to copy, modify, and use any information and data obtained from Subscriber through this Agreement so that TASB may create analytical trend data (in anonymous form) and in order to improve the quality of TASB's services to its members, clients, and constituents, as well as to carry out TASB's legitimate business purposes, including the creation of statistical studies and compilations. Such studies and compilations may be shared with third parties, such as the Texas Education Agency, the Texas Legislature, and media. The license granted herein, however, shall not extend to the Subscriber's information made confidential under law. Unless otherwise authorized in writing or required by law, TASB (a) will not disclose Subscriber's specific policies in a manner that identifies them as Subscriber's policies and (b) will not disclose any other Subscriber information in a manner that allows particular individuals to be associated with Subscriber's specific information. Notwithstanding the foregoing, Subscriber agrees that Subscriber's name may appear in a list of participating entities for reports containing analytical trend data.

7. Maintenance of Records: TASB shall not serve or act as custodian of records that are subject to this Agreement, within the meaning of the Texas Public Information Act or other law. As between Subscriber and TASB, Subscriber is and shall remain the custodian of records for policies developed under this Agreement.



8. DISCLAIMER: SUBSCRIBER UNDERSTANDS AND AGREES THAT THE GOODS AND SERVICES PROVIDED THROUGH THIS AGREEMENT ARE PROVIDED “AS IS,” WITHOUT ANY WARRANTY WHATSOEVER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, TASB SPECIFICALLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. TASB MAKES NO WARRANTY THAT THE INFORMATION OR CONTENT IN THE SUBSCRIPTION IS ERROR-FREE OR FULLY CURRENT. TASB MAKES NO WARRANTY THAT THE INFORMATION, MATERIALS, GOODS, OR SERVICES OBTAINED THROUGH POLICY SERVICE, OR THAT ANY OF THESE DELIVERABLES WILL MEET SUBSCRIBER’S REQUIREMENTS OR ALL GOVERNMENTAL REQUIREMENTS.

9. Relationship: For purposes of this Agreement, Subscriber and TASB are independent contractors and not employees, agents, or representatives of one another, and nothing in this Agreement constitutes a partnership, agency, or joint venture between Subscriber and TASB. Notwithstanding the foregoing, Subscriber appoints TASB Policy Service as Subscriber’s representative to consult with TASB Legal Services for advice on localized policy matters, and Subscriber consents to having TASB Legal Services provide such legal counsel for Subscriber.

10. LIMITATION OF LIABILITY: TASB’S LIABILITY UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL AMOUNT THAT TASB CHARGED SUBSCRIBER FOR SERVICES UNDER THIS AGREEMENT DURING THE YEAR IN WHICH THE DISPUTE ARISES.

11. Accessibility: Subscriber is solely responsible for the accessibility of documents created from the manipulation of TASB Policy Service materials, where permitted, for people with disabilities.

12. Amendments: TASB may amend this Agreement in writing, based on prior written notice, as set out herein. Any material amendment, including written notice of a fee increase, will be given to Subscriber in writing no later than August 1 and take effect no earlier than September 1. Subscriber will have at least 30 days to terminate this Agreement, in writing, if Subscriber does not wish to be bound by the amendment. Unless the amendment expressly states otherwise, a written amendment will not require the signature of either Subscriber or TASB. If Subscriber does not terminate this Agreement within the required time frame, the amendment will be deemed accepted by Subscriber.

13. No Legal Advice: The services provided through this Agreement are intended to assist Subscriber with state and federal regulatory compliance and to help Subscriber understand the various laws that apply to Texas school districts. Nothing provided through this Agreement is intended to serve as an exhaustive compilation or explanation of the law, legal advice, or as a substitute for the advice of an attorney.

14. Notices: Any notice required by this Agreement shall be addressed to the party’s last address of record, as follows: (a) if to TASB, to the attention of the Director of TASB Policy Service; and (b) if to Subscriber, to the attention of the chief executive officer or Subscriber’s designee.

15. Governing Law: This Agreement is governed by Texas law.

16. Copyright: TASB grants Subscriber a nonexclusive, nontransferable license to use TASB’s unique, proprietary letter codes and coding structure for Subscriber’s (LOCAL) policy contents during the term of Subscriber’s ISD Policy Service subscription. TASB retains all right, title, and interest, including copyright ownership, to its (LEGAL) policies—which are not authorized for local adoption—and unadopted (LOCAL) model policies or templates promulgated by TASB. TASB disclaims ownership to the contents of any individual (LOCAL) policy, not including TASB’s unique, proprietary letter codes and coding structure, if and only to the extent it is adopted by Subscriber. (LOCAL) policies may include references to (LEGAL) policies and other external sources for the sole purpose of identifying additional explanatory information and



resources. No referenced (LEGAL) policy or other external sources shall be adopted as a rider by Subscriber through the adoption of the (LOCAL) policy containing the reference.

Wherefore, you are entering into this Agreement on behalf of the below-named Subscriber. Your signature represents that you have the authority to bind Subscriber to the Agreement as presented. Any interlineations or modifications by Subscriber to this Agreement will not be valid or enforceable unless TASB consents to the change in writing. A facsimile or imaged copy of a party's signature shall be valid as an original for all purposes.

District's name (Subscriber): Brownsville Independent School District

Authorized signature: _____

Printed name: Dr. Jesus H. Chavez

Title: Superintendent of Schools

Date: September 4, 2024

Subscriber: Please retain a copy for your records.

Contact information

TASB Policy Service
Carolyn Austin, Assistant Director, Operations
P.O. Box 400, Austin, TX 78767
(800) 580-7529
Policy.Service@tasb.org



Notification Selection Form

If TASB Legal Services identifies potential legal risks associated with a local policy update, Subscriber chooses to be notified of this issue by (initial the choice):

☐ A phone call from an attorney in TASB Legal Services (default if another choice not made).

☒ A legal advisory letter from an attorney in TASB Legal Services that sets out the potential risk associated with the local policy language.

Subscriber identifies the following administrator, by job title, as the individual that will receive such notice:

Maricela Zarate Puente, Human Resources Director

If Subscriber chooses **not to be notified** of any potential legal risk associated with its local policy updates, initial here:

Please sign below after reviewing and selecting Subscriber's choice on being notified of potential legal risks.

Authorized Signature: _____

Printed Name: Dr. Jesus H. Chavez

Title: Superintendent

Date: September 4, 2024

Certificate Of Completion

Envelope Id: 40DB051F2AD34318A41CB34CE5ED60A3		Status: Delivered
Subject: Policy Service Agreements 2024 - Signature Required		
Source Envelope:		
Document Pages: 17	Signatures: 0	Envelope Originator:
Certificate Pages: 3	Initials: 0	Policy Service
AutoNav: Enabled		12007 Research Blvd.
Envelope Stamping: Enabled		Austin, TX 78759
Time Zone: (UTC-06:00) Central Time (US & Canada)		Policy.Service@TASB.org
		IP Address: 209.36.96.226

Record Tracking

Status: Original	Holder: Policy Service	Location: DocuSign
7/30/2024 11:05:49 AM	Policy.Service@TASB.org	

Signer Events

Signature	Timestamp
Jesus Chavez jhchavez@bisd.us Security Level: Email, Account Authentication (None)	Sent: 7/30/2024 11:05:52 AM Viewed: 8/1/2024 10:04:51 AM
Electronic Record and Signature Disclosure: Accepted: 8/1/2024 10:04:51 AM ID: 37511d90-6184-430c-aa49-9ffb9745f831	

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Status	Timestamp
Maricela Zarate z@bisd.us Security Level: Email, Account Authentication (None)	Sent: 7/30/2024 11:05:52 AM Viewed: 7/30/2024 1:10:43 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign	

Witness Events

Notary Events

Envelope Summary Events

Envelope Sent	Hashed/Encrypted	7/30/2024 11:05:52 AM
Certified Delivered	Security Checked	8/1/2024 10:04:51 AM

Payment Events

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Texas Association of School Boards, Inc., or any of its affiliates (we, us or Company) may be required by law to provide to you certain written notices or disclosures.

Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

How to contact the Company.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To advise the Company of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@tasb.org and in the body of such request you must state: your previous e-mail address, your new e-mail address.

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from the Company

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to esignature@tasb.org and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number.

To withdraw your consent with the Company

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to esignature@tasb.org and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none">•Allow per session cookies•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

****** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we may provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access.