

**Agenda of Called Board Meeting
Board of Trustees
Cleburne Independent School District
Tuesday, June 30, 2020**

A Called Board Meeting of the Board of Trustees of the Cleburne Independent School District will be held on Tuesday, June 30, 2020 beginning at 5:00 PM in the Cleburne ISD Boardroom
505 N. Ridgeway Dr., suite 100
Cleburne, TX 76033

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

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

1. CALL TO ORDER

A. Pledge of Allegiance

B. Invocation

2. PUBLIC COMMENT

A. Addressing the School Board: A public speaker must sign up by 6:55pm. A speaker will be limited to three (3) minutes to make comments regarding items on the agenda. Speakers must address the Board from the podium and state their name before speaking. The Board shall not answer questions and shall not deliberate or decide regarding any subject. Board policy prohibits the discussion of complaints against district employees and/or students during public comment.

3. CONSENT AGENDA: ALL ITEMS MAY BE ACTED UPON AT THE SAME TIME BY THE BOARD OF TRUSTEES

A. Business and Finance

1. Goodbuy Interlocal Agreement

B. Completion of HB 3834 Cybersecurity Training Certification

C. Budget Report

4. ACTION ITEMS

A. Human Resources

1. Chapter 21 Contracts - Deliberate and take appropriate action on Teacher contracts for 2020-2021 school year.

B. Assessment, Data and Accountability

C. Budget Approvals

1. Approval of 2020-2021 Cleburne ISD Budget, M&O, I&S and Food Service

5. CLOSED MEETING (TEXAS GOVERNMENT CODE 551)

- A. Pursuant to Texas Government Code Section 551.071, to consult with the District's attorney, in person or by phone, on a matter in which the duty of the attorney to the District under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code.
- B. Pursuant to Texas Government Code Section 551.072 Consider Purchase, Exchange, Lease or Value of Real Property.
- C. Pursuant to Texas Government Code Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

6. RECONVENE TO OPEN SESSION

- A. Action, if any, from closed session

7. 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 or Government Code section 418.183(f). 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. [See BEC (LEGAL)]

This notice was posted in compliance with the Texas Open Meetings Act on .

Kyle Heath
Superintendent of Schools



To: Dr. Kyle Heath, Superintendent
From: Sarah Taylor, CFO
Date: June 15, 2020
Re: ESC, Region 2 – Purchasing Cooperative (Goodbuy)

Please see attached, an interlocal agreement and board resolution to join Region 2 (Goodbuy) purchasing cooperative. There is no cost to the District to join and it will give the District additional options to save money as well as provide more flexibility for our staff.

We are requesting the Board accept this interlocal agreement.



**Shared Service Arrangement for Participation in the
Goodbuy Purchasing Cooperative
(A program of the Education Service Center, Region 2)**

Board Resolution

Cleburne ISD, and
(local government name)

WHEREAS, the Cleburne ISD, local government (Hereinafter "Member") pursuant to the authority by Article 791et.seq.of the Inter-local Cooperation Act, as amended, desires to participate in the Goodbuy Purchasing Cooperative.

WHEREAS, the Cleburne ISD, local government has elected to be a Member of the Goodbuy Purchasing Cooperative, a program created by local governments in accordance with the Inter-local Cooperation Act 791, Texas Government Code.

WHEREAS, the Member, is of the opinion that participation in the Goodbuy Purchasing Cooperative will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized through participation in this Shared Service Arrangement Resolution; and

WHEREAS, the Member desires to participate and join with other local governments in a cooperative inter-local agreement and a shared service agreement for the purpose of fulfilling and implementing their respective public governmental purposes, needs, objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Member does request the Goodbuy Purchasing Cooperative include its stated needs for all categories of instructional goods and services, whereby the Member may be allowed to purchase those items from the Goodbuy Purchasing Cooperative contracts; and that the Goodbuy Purchasing Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Members that have elected to participate in this agreement.

FURTHER, BE IT RESOLVED, that the Board of Directors of the Member does hereby authorize its Board President, Superintendent or other officer to execute this Agreement.



Purchasing Program of the Education Service Center, Region 2

FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of the Member and eligible local governments to become members of the Multi-Regional Purchasing Program Shared Service Agreement upon the terms and conditions stated. The Board of Directors has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who hereby grant the power to exercise the same.

I certify that the foregoing is a true and correct copy of the Resolution duly adopted by the _____ local government on the _____ day of 2_____, and that the same now appears of record in its official minutes.

Adopted and approved this _____ day of _____, 2_____.

By: _____, Date: _____
(Local Government Official)

(Title of Official)

Attest:

(Secretary of the Board of Directors) Date: _____

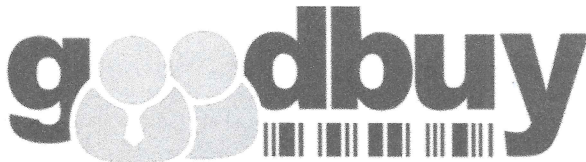


Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: Cleburne ISD

Program Member Designated GoodBuy representative(s):

Name: Heidi Todd
 Title: Purchasing Specialist
 Email: htodd@c-isd.com
 Telephone: 817-202-1118
 Facsimile: 817-202-1461

Contact Information:
 (Address) 505 N. Ridgeway, Ste 100
 City: Cleburne
 State: TX

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. **No Warranty.** The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. **Mediation.** All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. **Compliance with Procurement Laws.** GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

17. Representation of Authorization: By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

Cleburne ISD
(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)

Cleburne Independent School District

Board of Trustees

TITLE: Completion of HB 3834 Cybersecurity
Training

DATE: June 30, 2020

BOARD ITEM

Background

In accordance with Section 2054.5191, Government Code, the governing body of a local government, shall:

- verify and report on the completion of a cybersecurity training program by employees of the local government, and
- require periodic audits to ensure compliance with this section.

Annually, HB 3834 requires all employees and board members of CISD to complete a Texas DIR approved cybersecurity training by June 15. All employees and Board members completed the training prior to the deadline. The completion of the cybersecurity training was reported to the state on June 10, 2020. Confirmation of the submitted report is attached.

CYBERSECURITY TRAINING CERTIFICATION FOR LOCAL GOVERNMENTS

In accordance with Section 2054.5191, Government Code, the governing body of a local government, shall:

- verify and report on the completion of a cybersecurity training program by employees of the local government, and
- require periodic audits to ensure compliance with this section.

This form is for local governments to report completion of cybersecurity training by employees.

Browser Requirements: The supported browsers are Chrome, Edge, Firefox or Safari. Do not use Internet Explorer.

Thank you for your submission. This satisfies the reporting requirements under sec 2054.5191 Texas Government Code. In the event of any questions or concerns, the person listed on the form will be contacted. If you have any questions, please contact TXTrainingCert@dir.texas.gov.

Finish



Wallace, Michael <mwallace@c-isd.com>

Confirmation of Cybersecurity Training Certification (STV-2280)

1 message

Security Training Verification Site Guest User <txtrainingcert@dir.texas.gov> Wed, Jun 10, 2020 at 11:35 AM
To: "TXTrainingCert@dir.texas.gov" <txtrainingcert@dir.texas.gov>, "mwallace@c-isd.com" <mwallace@c-isd.com>

This email confirms that you have successfully submitted the required annual Cybersecurity Training Certification for Fiscal Year 2020 for Cleburne ISD.

Thank you.

Texas Department of Information Resources

TXTrainingCert@dir.texas.gov

CLEBURNE INDEPENDENT SCHOOL DISTRICT
GENERAL FUND BUDGET 2019-2020 AMENDMENT

FUNCTION CODE	FUNCTION DESCRIPTION	AMENDMENT # 12	AMENDMENT # 13
00	FLOW THROUGH		
11	INSTRUCTION	\$ 7,920.00	\$ (210,000.00)
12	INSTRUCTIONAL RESOURCES & MEDIA SERVICES		\$ 40,000.00
13	CURRICULUM AND INSTRUCTIONAL STAFF	\$ (320.00)	
21	INSTRUCTIONAL DEVELOPMENT		\$ 65,000.00
23	SCHOOL ADMINISTRATION	\$ 300.00	
31	GUIDANCE & COUNSELING SERVICES		\$ 20,000.00
32	SOCIAL WORK SERVICES		
33	HEALTH SERVICES		\$ 15,000.00
34	STUDENT(PUPIL) TRANSPORTATION		
35	FOOD SERVICE	\$ 2,000.00	\$ 15,000.00
36	CO-CURRICULAR/EXTRACURRICULAR ACTIVITIES	\$ (9,900.00)	\$ 35,000.00
41	GENERAL ADMINISTRATION		\$ 20,000.00
51	PLANT MAINTENANCE & OPERATIONS		
52	SECURITY MONITORING SERVICES		
53	DATA PROCESSING SERVICES		
61	COMMUNITY SERVICES		
71	DEBT SERVICE		
81	FACILITIES ACQUISITION & CONSTRUCTION		
91	CONTRACTED INSTRUCTIONAL SVCS BETWN PUBLIC SCHLS		
92	INCREMENTAL COSTS ASSOCIATED WITH CHAPTER 41		
93	PAYMENTS TO FISCAL AGENT/MEMBER DISTRICT		
95	PAYMENTS JJAEP		
99	OTHER INTERGOVERNMENTAL CHARGES		
		\$ -	\$ -

Amendment 12: This amendment moves money between functions to allow proper coding for expenditures

Amendment 13: This amendment moves money between functions to allow proper coding for expenditures

CLEBURNE INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE BUDGET 2019-2020 AMENDMENT

FUNCTION CODE	FUNCTION DESCRIPTION	AMENDMENT # 12	AMENDMENT # 13
71	DEBT SERVICE		
00	TRANSFERS TO AGENT/CAPITAL PROJECTS		
		\$ -	\$ -

CLEBURNE INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE BUDGET 2019-2020 AMENDMENT

FUNCTION CODE	FUNCTION DESCRIPTION	AMENDMENT # 12	AMENDMENT # 13
35	FOOD SERVICE		
51	UTILITIES		
81	FACILITIES ACQUISITION & CONSTRUCTION		
		\$ -	\$ -