



Agenda of Regular Meeting

The Board of Trustees Belton Independent School District

A Regular Meeting of the Board of Trustees of Belton Independent School District will be held March 27, 2023, beginning at 6:15 PM in the Pittenger Fine Arts Center, 400 N. Wall Street, Belton, TX 76513. One or more trustees may participate via video conference.

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 the meeting notice.

1. Call to Order, Moment of Silence and Pledge of Allegiance

2. Recognitions

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- A. Student Showcase - LBMS Orchestra
- B. Finalists for the National Merit Scholarship
- C. UIL Swimming State Finalist
- D. Solo/Ensemble State Qualifiers – Orchestra
- E. Solo/Ensemble State Qualifiers – Band
- F. Solo/Ensemble State Qualifiers – Choir
- G. Visual Art Scholastic Event (VASE) Contest State Qualifiers
- H. Temple Rotary Educator of the Month
- I. Department Showcase - Business Office

3. Public Comments Regarding Items on the Agenda

4. Vision: Empower each and every learner to pursue their dreams and enrich their communities	
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B. Consider, Discuss, and Take Appropriate Action Regarding Elementary Attendance Boundaries	23
C. Consider, Discuss, and Take Appropriate Action Regarding Selection of Construction Delivery Method for BISD Agricultural Facility and Authorize the Superintendent to Issue a Request for Competitive Sealed Proposal for the Project, Select a Committee to Evaluate and Rank the Proposals and Bring the Recommended Rankings Back to the Board for Approval	43
D. Consider, Discuss, and Take Appropriate Action Regarding Selection of Construction Delivery Method for Delta Program Facility and Authorize the Superintendent to Issue a Request for Competitive Sealed Proposal for the Project, Select a Committee to Evaluate and Rank the Proposals and Bring the Recommended Rankings Back to the Board for Approval	44
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C. Policy Committee Report	
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3. Epic Solar for Protective Window Film	
4. Mission Restaurant Supply Equipment	
5. Secured Mobility Smart Tag	
6. Motor Labs Supplemental Materials	
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G. Renewal of Temple ISD Deaf Shared Services Agreement	94
H. Renewal of Memorandum of Understanding for OnRamps with the University of Texas at Austin	109
I. TASB Policy Review Local Policies - 2nd Reading	
1. EHAD(LOCAL): Basic Instructional Program - Elective Instruction	132
J. Amend the Order of Election for the May 6, 2023 General Election	134
<i>Orden Modificada de Elección De Síndicos el 6 de mayo para Elección en General</i>	

K. Dedication of Final Plat of Hubbard Branch within the City of Belton, Bell County, Texas	138
L. Memorandum of Understanding Regarding Off-Site Infrastructure Improvements with Evergreen Developers	142
M. Electric Easement with Oncor for James L. Burrell Elementary School	146
N. Tax Abatement Agreement between HEB, LP and the City of Temple which will abate a percentage of the increases in the taxable value of certain real property, approximately 194.7 acres located in the City's Industrial Park and designated as City of Temple Tax Abatement Reinvestment Zone 46	154
9. Board Requests for New Information and/or Reports	
10. Calendar of Events	
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12. Closed Session (Texas Government Code, Subchapters D and E)	
A. Consultation with Attorney - Texas Government Code, Section 551.071	
B. Personnel - Texas Government Code, Section 551.074	
C. Student Disciplinary Matter - Texas Government Code, Section 551.082	
D. Deliberations about Real Property - Texas Government Code, Section 551.072	
13. Reconvene in Open Session	
14. Adjourn	

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Recognitions

Contact Person: Jennifer Bailey

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 2: Ensure exceptional learning experiences for each and every student.

Goal 4: Develop a district-wide culture of value, support, and growth amongst all students and staff.

Background Information:

Student Showcase - LBMS Orchestra

The Lake Belton Middle School orchestra is tonight’s student showcase. The group recently had six students — everyone who auditioned — selected for the All-Region Orchestra. Earlier this month, the orchestra earned a Sweepstakes at the UIL Orchestra Contest and Sight Reading by receiving straight 1s from all the judges. Before tonight’s meeting, they performed “Never Let Up” by Brian Balmages, “Arcade” by Lee Ewing, “Dragon Fire” by Susan H. Day and “Fiddle Faddle Hoedown” by Thom Sharp.

Members of the group are Sophia Ainsworth, Olaoluwa Babalola, Sophia Bielanski, Grace Black, Ruth Bullard, Aidan Butler, Brennen Chernicky, Allie Clark, Bryson Crawley, Aubrey Dale, Jasper Dragoo, Anna Exaire, Anthony Garza, Alonah Jones, Sam Keys, Hannah Kim, Abigail McGraw, Shreya Muni, Clare-Lin Olsen, Lily Posival, Wyatt Potts, Mary Read and Abigail Uzzell. The director is Adrienne Leung.

Finalists for the National Merit Scholarship

We are proud to share that Belton ISD’s Journey of a Graduate is reflected in a national recognition received by two of our seniors.

Caleb Bovell, from Belton High School, and Kevin Thomas, from Belton New Tech @Waskow, are among 15,000 high school students nationwide to be selected as finalists for the 2023 National Merit Scholarship Program.

Their journey in the competition began when they took the PSAT/NMSQT in the fall of their junior year. This past fall, both were notified they had been named semifinalists. To be selected as a finalist, Caleb and Kevin submitted detailed applications with information about their academic record, school and community activities, leadership characteristics and awards earned. Later this spring, they will learn if they are selected to receive a Merit Scholarship from the organization.

After graduating in May, Caleb plans to attend college to study mechanical engineering. Kevin wants to enter the medical profession.

UIL Swimming State Finalist

Sydney Alamein, a senior at Belton High School, placed 15th twice at the UIL-5A State Championship swim meet in February for the 200- and 500-freestyle races. She finished with a 200 freestyle time of 1:57.62 and a 500 freestyle time of 5:19.87.

This is the first time since 2016 that a BHS athlete has competed at the State competition and placed this high. Congratulations to Sydney and her coach, Chris Knipp, for demonstrating adaptability and collaboration — competencies from the district's Journey of a Graduate and of a World-Class Employee.

Orchestra Solo/Ensemble State Qualifiers

Eleven Belton ISD orchestra students qualified for the state UIL solo/ensemble competition on May 28-30.

The students from Belton High School are Matthew Herrera, piano; Anchises Tamatave, viola; Jett Coats, cello; Sophia Rastelli, cello; Soteria Shin, cello; and Colter Boethel, guitar. Preston Patterson is the head orchestra director at BHS.

The students from Lake Belton High School are Benjamin Asuncion-Crabb, viola; Emily Jeong, viola; Rachel Kim, violin; and David Larsen, violin. Jenna Burchell is the head orchestra director at LBHS.

Congratulations to these students who have demonstrated perseverance and communication, two of the Journey of a Graduate competencies.

Band Solo/Ensemble State Qualifiers

Seven band students from Belton High School qualified for the state UIL competition to be held May 27 and May 29.

Band soloists qualifying for state are Brandon Bechtel, alto saxophone; Aiden Orsag, trumpet; Damien Swift, trumpet; Nathaniel Neiser, tenor trombone; Scarlett Finch, tuba; Jennifer Huscanga, percussion (four-mallet); and Jeremiah Joseph, percussion (snare drum). Kevin Kwaku is the director of bands at BHS.

Congratulations to these students who have demonstrated continuous improvement, one of Belton ISD values and beliefs.

Choir Solo/Ensemble State Qualifiers

Sixty Belton ISD choir students qualified for the state UIL solo/ensemble competition on May 27 by demonstrating their Journey of a Graduate competencies, especially critical thinking and collaboration.

Choir soloists qualifying for state from BHS are Salma Sanchez, Katie McDonald, Kaden Lehrmann, Kenneth McCoy, Thomas Coleman, Zeke Payne, Daylyn Porter, Chloe Hall, Gavin Young, Addison Fogle, Maverick Shepherd, Daniel Shrode, Ava Novak, Karson Dunn, Kaydence Doughty, Liam McRae, Amy Villanueva, Jessie Norvell, Jezebel Vazquez, Savannah Manculich and Kacy Olson.

Choir soloists qualifying for state from LBHS are Maranda Armstrong, Sophia Campos, Elizabeth Chamberlin, Aidan Fenton, Joaquin Garza, Madelyn Handley, Erin Hankins, Da Hae Keum, Elliott Lehman, Josue Martinez, Ashley Navarrete, Pate Palomino, Lillian Paulk, Jordan Powell, Karianna Powell, Lauren Price, Abigail Ptazsek, Zachary Reyes, Derek Toledo, Emily Trcka, Jack Tucker, Stone Wall, Hannah Weems, Kimberly Wildes and Hannah Wood.

Choir ensemble members qualifying for state from BHS are Salma Sanchez, Noely Martinez, Katie McDonald, Kaden Lehrmann, Kenneth McCoy, Thomas Coleman, Zeke Payne, Sarrah Townsend, Daylyn Porter, Chloe Hall, Gavin Young, Addison Fogle, Maverick Shepherd, Valeria Gloria, Daniel Shrode, Ava Novak, Dallas Costine, Karson Dunn, Kaydence Doughty, Kentre' King, Tyler Waldrep, Anna Grace Gainey, Liam McRae, Kaylee Goates, Amy Villanueva, Jessie Norvell, Jezebel Vazquez, Savannah Manculich, Kacy Olson and Haylee Schiller.

Choir ensemble members qualifying for state from LBHS are Elizabeth Coburn, Anna James, Makenna Peace, Lauren Price, Zachary Reyes, Jack Tucker, Stone Wall, Aidan Fenton, Joaquin Garza, Madison Letts, Ashley Navarrete, Pate Palomino, Jordan Powell and Derek Toledo.

Terry Livingston and Charlotte Wurman are the directors at LBHS. Tonya Lovorn and Christopher Orr are the directors at BHS.

VASE Contest State Qualifiers

Four Belton ISD students are state qualifiers for the Texas Art Education Association's High School Visual Arts Scholastic Event next month. Only 10% of artwork given Superior ratings at the regional event are also awarded Area medals and advance to the state VASE competition. This recognition highlights their demonstration of several Journey of a Graduate competencies, including adaptability and perseverance.

Advancing students include Bonnie Floyd, from Belton New Tech @Waskow; and TJ Hower, Isabella Dickson-Watler and Victoria Peterman from Lake Belton High School. The students' art teachers are Emily Simeroth (LBHS) and Tab Lloyd (BNT@W).

Temple Rotary Educator of the Month

Juli Ann Kamenicky is being recognized for her outstanding service to Belton ISD. Ms. Kamenicky is a third-grade teacher at Miller Heights Elementary. She is in her eighth year in education, and her first year in Belton ISD.

Courtney Brewer, assistant principal at Miller Heights said this about Ms. Kamenicky:

Juli Ann has been a phenomenal asset to her direct team and her fellow colleagues around campus. Juli Ann exhibits a deliberate positive mindset for her students and the entire student body on campus. She is creative in her thinking and planning and is always looking for what could grab her student's attention. Her students consistently show growth in their academics as well as their character. Even during the hustle and bustle of a typical day, she carves out time to build individual relationships with her students. Creating and sustaining positive relationships with families is also important to her. She received a new student during December, and she made sure to meet the family in their vehicle at dismissal. We are proud to have her serve Miller Heights students alongside us and look forward to her continuous impact she will have on the future of Belton ISD learners.

We are glad to have this World-Class Employee in the Big Red Community!

Department Showcase — Business Services

Our Business Services team is tasked with ensuring students and staff have the resources they need to be successful in the classroom. They also make sure staff are compensated for their contributions to the district.

The team, led by Chief Financial Officer Melissa Lafferty, is 24 members strong and includes accounts payable, payroll, purchasing, the print shop and warehouse.

To put their work into perspective, take a look at these numbers:

- Accounts Payable processes about 10,000 checks to vendors each year. That represents more than 26,000 invoices.
- Payroll processes and pays 54 payrolls.
- Purchasing processes nearly 7,000 purchase orders each year. They solicit about 54 bids annually.
- The warehouse crew fulfills about 40 work orders each month in addition to delivering food and custodial supplies to campuses each day.
- The print shop completes more than 600 requests for employees each year.

In the fall, the team earned the Certificate of Achievement for Excellence in Financial Reporting from the Government Finance Officers Association of the United States and Canada. The Association of School Business Officers International also presented a Certificate of Excellence in Financial Reporting to the district. These recognitions reflect the highest form of praise for transparency in accounting and financial reporting.

Thank you to the World-Class Employees in Business Services for your support behind the scenes that allows Belton ISD to serve our students.

Fiscal Implications:

None.

Administrative Recommendation(s):

None.

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Public Hearing Regarding the 2021-2022 Texas Academic Performance Report (TAPR)

Contact Person: Holly Moore

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 2: Ensure exceptional learning experiences for each and every student.

Background Information:

Texas Education Code 39.306 requires each district's board of trustees to publish an annual report and conduct a public hearing that includes the Texas Academic Performance Report (TAPR), district accreditation status, campus performance objectives, information on violent or criminal incidents, and information on the performance of the previous year's graduates in their first year of college, as reported by the Texas Higher Education Coordinating Board (THECB) as well as the PEIMS financial standards reports. The TAPR reports along with other required postings for the district and all campuses can be accessed on the [Belton ISD Accountability page](#).

Fiscal Implications:

None

Administrative Recommendation(s):

Receive the 2021-2022 Belton ISD Texas Academic Performance Report and conduct a public hearing as required.

Public Hearing Regarding the 2021-2022 Texas Academic Performance Report (TAPR)

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March 27, 2023



Review the contents of the 2021-2022 Texas Academic Performance Report (TAPR) and meet the requirements of TEC 39.306 which states: the district's Board of Trustees must publish an annual report and hold a public hearing.

The annual report must include:

Section 1:

- Texas Academic Performance Report
 - District Report
 - Campus Report

Section 2:

- PEIMS Financial Standard Report
 - 2020-2021 District Actual Financial Data

Section 3:

- District Accreditation Status
 - Will not be issued by TEA for the 2021-2022 school year due to COVID

Section 4:

- Campus Performance Objectives
Belton ISD Improvement Plans

Section 5:

- Report on Violent or Criminal Incidents on Campuses

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Section 6:

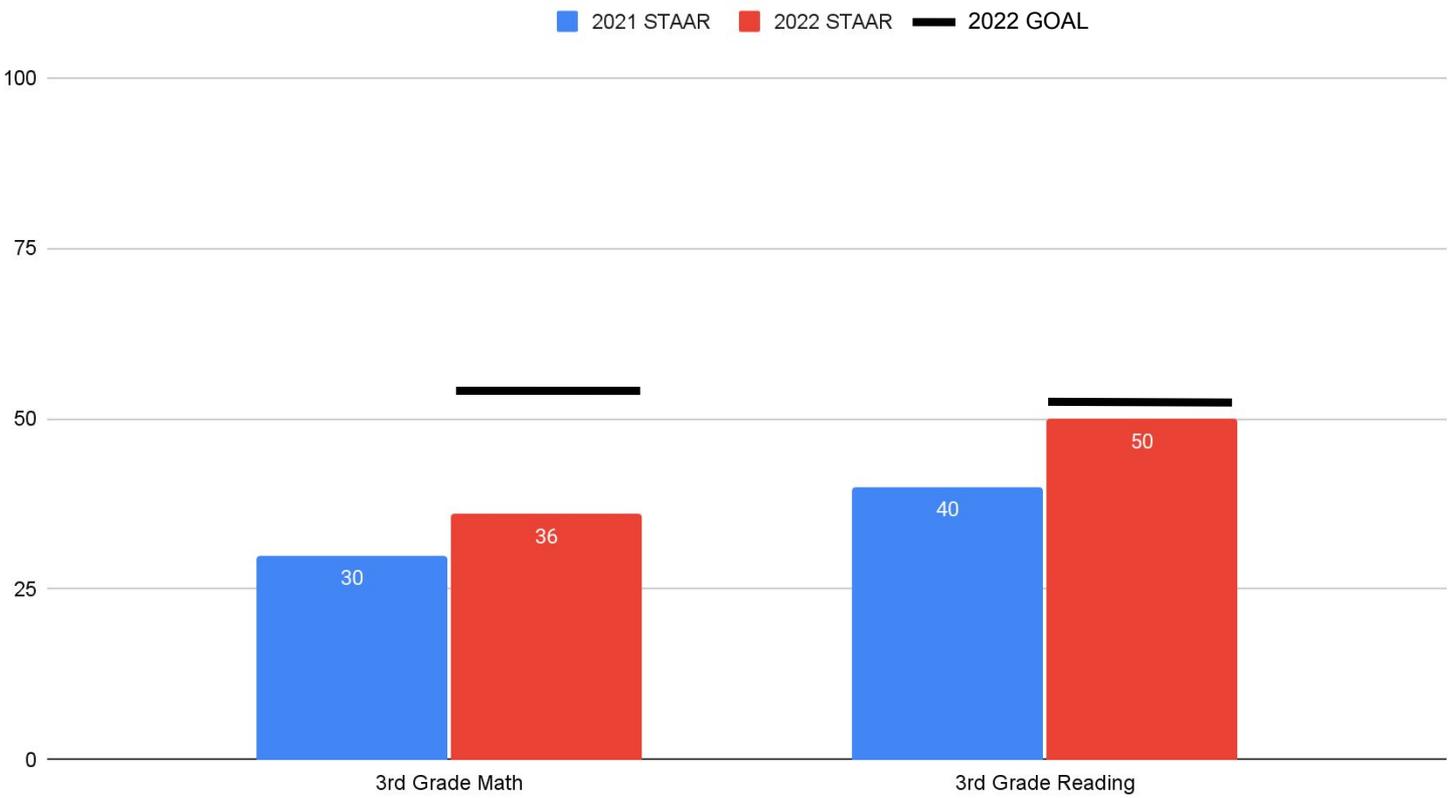
- Student Performance in Postsecondary Institutions
 - From the Texas Higher Education Coordinating Board (THECB) which reports student performance during the first year of enrollment in a postsecondary institution (TEC 51.403)

Section 7 (New for this year):

- Progress toward HB3 Goals

- By June 2024, 60% of 3rd grade students will perform at meets grade level or above on STAAR Reading.
- By June 2024, 60% of 3rd grade students will perform at meets grade level or above on STAAR Math.
- By August 2024, 100% of graduates meet criteria for CCMR.

3rd Grade HB3 Goals by District



CCMR criteria - College

- Meeting **Texas Success Initiative** criterion in both Reading and math
 - TSIA, SAT, ACT, college prep course
- Earning **Dual Course** credit
- Meeting criteria on **AP or IB** exams
- Earning an **associate degree**
- Completing an **OnRamps** dual enrollment course

CCMR criteria - Military

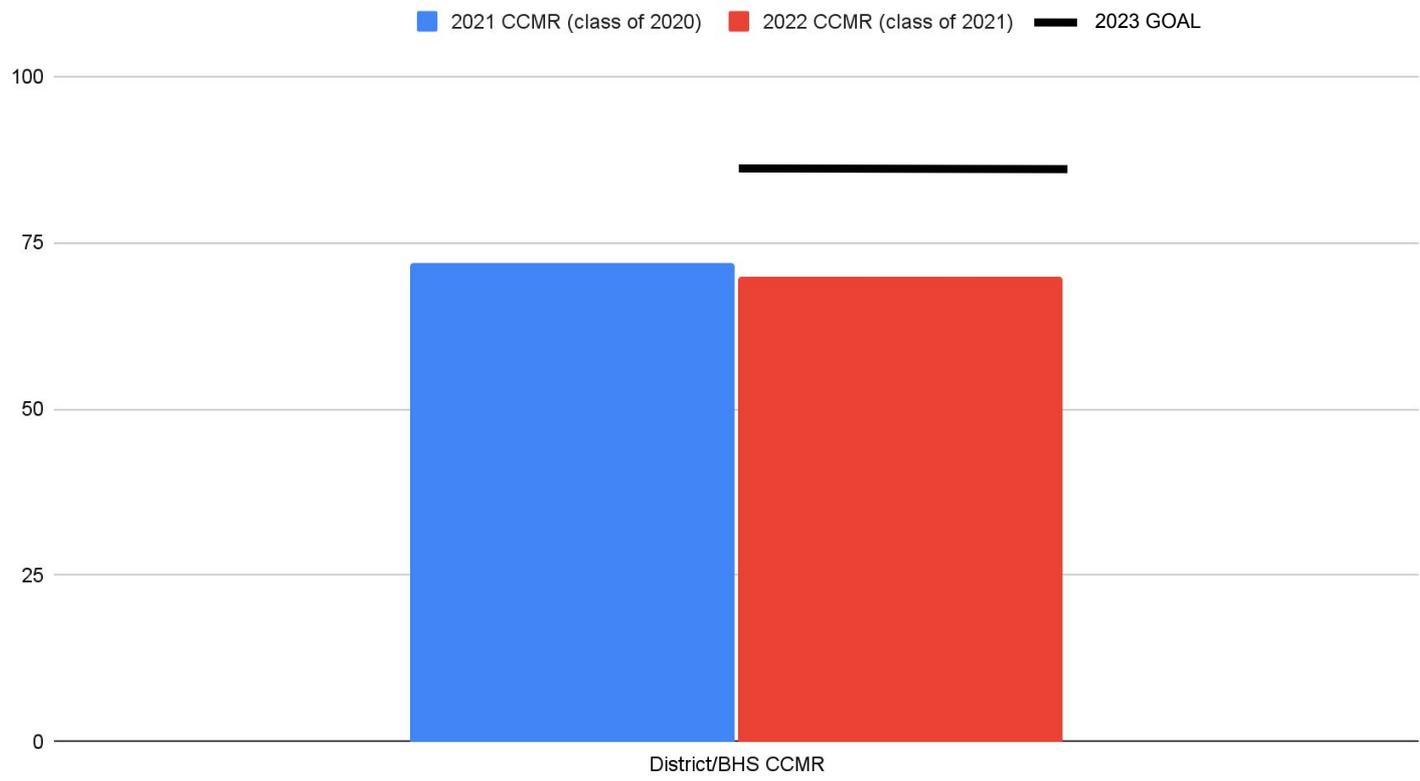
- Enlisting in **armed forces**
 - Postponed until Department of Defense shares this data with the State

CCMR criteria - Career

- Earning an **industry-based certification**
- Graduating with completed **IEP and workforce readiness**
- Graduating under an **advanced diploma** as a current **special education student**
- Earning a **Level I or Level II certificate**

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CCMR HB3 by District/BHS



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Public Hearing on
2021-2022 TAPR Annual Report

The full Belton ISD Annual Report and campus reports are available on the [Belton ISD Accountability website](#) and on the Texas Education Agency website.

Please contact the Teaching & Learning office with any questions:
Holly Moore Holly.Moore@bisd.net

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For more information visit the [2021-2022 TAPR Glossary](#)

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Consider, Discuss, and Take Appropriate Action Regarding the Employment of Administrative Employees

Contact Person: Name

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 3: Attract, retain, and support a world-class team of employees.

Background Information:

Administrative employees will be recommended for hiring.

Fiscal Implications:

The salary and benefits are included in the budget for 2023-2024.

Administrative Recommendation(s):

Approval of recommendation and addition of personnel as presented.

**BELTON INDEPENDENT SCHOOL DISTRICT
DEPARTMENT OF HUMAN RESOURCES**

P. O. Box 269
Belton, Texas 76513
Phone (254) 215-2015
Fax (254) 215-2016

**TO: Dr. Matt Smith
Superintendent**

**FROM: Todd Schiller
Assistant Superintendent of Human Resources**

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DATE: March 27, 2023

RE: Administrator Recommendation(s) for March

RECOMMENDATION(S)

NAME	DEGREE	COLLEGE	PREVIOUS DISTRICT	YRS EXP	ASSIGNMENT	CAMPUS	COMMENT
Meredith Bonnett	B.S. Interdisciplinary Studies M.Ed. Administration	Baylor University Lamar University	Belton ISD	22	Assistant Principal	Southwest	New Position
Jacklynn Gabrielle Nino	B.S. Interdisciplinary Studies M.Ed. Educational Leadership	Texas State University	Belton ISD	21	Assistant Superintendent – Teaching & Learning	Admin	Replacing Deanna Lovesmith
Sara Windham	Bachelor of Arts M. Communication Disorders	Louisiana State University	Belton ISD	24	Executive Director, Special Programs	Admin	Replacing Jennifer Ramirez
Kristi Wittman	B.S. Biology M.Ed. Curriculum & Instruction in Science Education	University of Mary Hardin-Baylor University of Texas Arlington	Georgetown ISD	18	Assistant Principal	BHS	Replacing Jesus Uranga

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Consider, Discuss, and Take Appropriate Action Regarding Elementary Attendance Boundaries

Contact Person: Michael Morgan

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 2: Ensure exceptional learning experiences for each and every student.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

Belton ISD is preparing for the opening of two new elementary schools to accommodate the District's growing student population. A May 3, 2022 bond program for \$173,825,00 was approved by voters for multiple projects to include the construction of James L Burrell Elementary, Hubbard Branch Elementary and expansion of Southwest Elementary.

On July 25, 2022, the Board approved the commission of a Long Range Facilities Planning Team (LRFPT) consisting of parents, community members, principals, teachers, and administrators. This team has been helping develop and provide feedback on attendance boundary parameters and potential zone scenarios at their August, October, and January team meetings.

At the December 12, 2022, regular meeting, the Board adopted parameters to guide the decision-making priorities in developing attendance boundary models to be considered before adoption. The Attendance Boundary Parameters adopted were, in order of priority, Growth, Socioeconomic Factors, Neighborhood Unity, Family Impact and Feeder Pattern Alignment.

Working closely with the District's Demographer, Zonda Education, the Administration, LRFPT, and a District attendance boundary planning team met to study new attendance boundaries. Current boundary maps were reviewed, and then possible boundary maps were developed with parameters as a guide for discussion and review. Maps were eliminated or changed based on discussions by these groups and feedback from the LRFPT to narrow to three potential scenarios.

The three scenarios were presented to our community of parents, guardians, and staff. On March 1, 2023, emails were sent to 16,369 recipients that included a feedback opportunity on the attendance boundary process along with a twelve-minute video in English and Spanish to provide additional information. The email was read 15,860 times, the video was reviewed 1004 times, and 210 participants submitted the google feedback form. Additional in-person listening sessions were held on March 7 and 10, 2023 to allow parents or staff to come speak with BISD administrators about their concerns or ideas.

The final proposed attendance boundary proposal aims to work within the Board of Trustee adopted parameters, use feedback from our community stakeholders, and forecasting data provided by our demographer to maximize the use of District facilities, prepare to meet anticipated growth, and decrease the District's reliance on the use of long-term portable buildings for instruction.

A proposed attendance boundary map for elementary schools is attached. The majority of changes will be implemented for the 2024-2025 school year.

Fiscal Implications:

None

Administrative Recommendation(s):

Approve the proposed attendance boundaries for elementary schools as presented.



Consider, Discuss, and Take Appropriate Action Regarding Elementary Attendance Boundaries

Board of Trustees' Meeting

March 27, 2023



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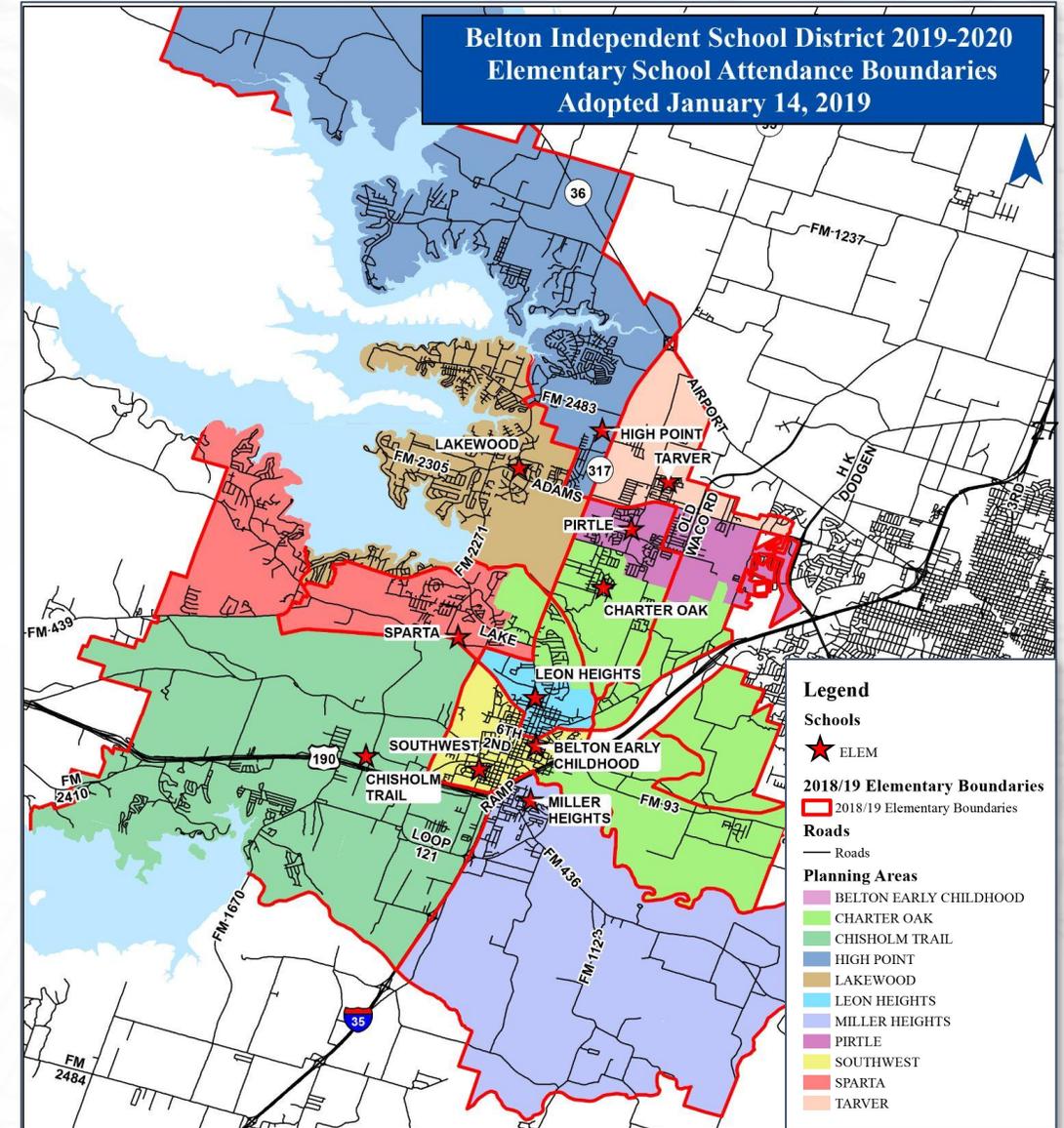


Purpose

Provide the Board of Trustees the District's recommendation for adoption of new elementary attendance boundaries.

Why is Belton ISD updating elementary attendance boundaries?

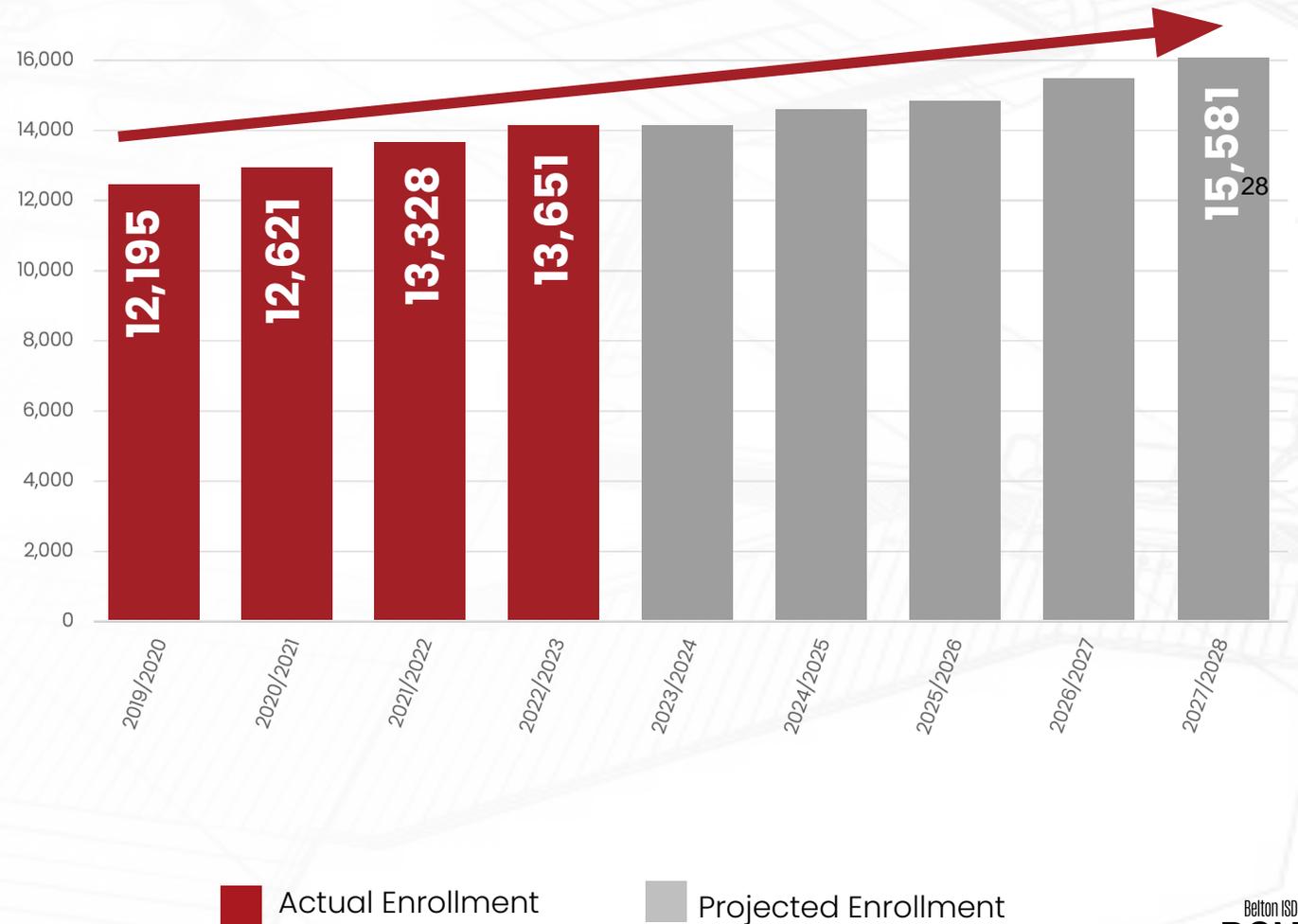
- » Maximize the use of our facilities
- » Manage growth
- » Reduce use of long-term portables



Belton ISD is growing!

+ 1,500 students
since 2019-2020
school year

Enrollment Projections



*Source: Zonda Education Fall 2022 BISD Demographic Report

2022 Bond Program

- » Expansion of Southwest Elementary
- » Construction of James L. Burrell Elementary
- » Construction of Hubbard Branch Elementary



Increased Elementary Capacity



1,700 new seats

(Hubbard Branch Elementary, Southwest Elementary expansion, and James L. Burrell Elementary)



306 Miller Heights Enrollment

1,394 more student seats

Fewer Portables

Current Total: **25**

After Bond
Implementation: **4**



District Goals



Goal 01:

Strengthen and support the engagement of all stakeholders in pursuit of the BISD vision



Goal 05:

Maximize our use of resources for both current priorities and plans for the future.

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Values & Beliefs



Learning Space

We believe well-designed and maintained facilities positively impact student learning and staff efficacy.

Developing our Attendance Boundary Parameters

	AUG22	SEPT22	OCT22	NOV22	DEC22	JAN23	FEB23	MAR23
Attendance Boundary Parameter Process	<p>Consultation with Zonda Education</p> <p>Long Range Facility Planning Team</p>	Districtwide Educational Improvement Council		<p>BISD Board Facilities Committee</p> <p>Parent Thought Exchange</p>	<p>BISD Board Workshop</p> <p>BISD Board Action</p>			
Attendance Boundary Map Proposals Process	Consultation with Zonda Education		Long Range Facility Planning Team with Zonda Education		District Attendance Boundary Planning Team with Zonda Education			<p>Parent, Staff, Community Presentation</p> <p>Community Listening Session Opportunities</p> <p>Board Action</p>

Stakeholder Opportunities

Long-range planning meetings – **3 meetings**

ThoughtExchange – **900 participants**

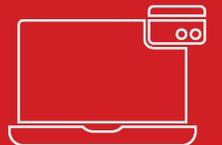
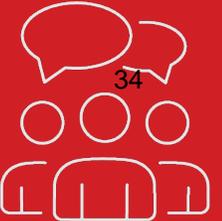
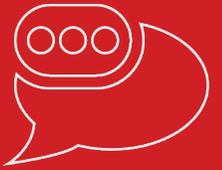
Attendance Boundary Email message – **15,900 opens**

Youtube English views – **915**

Youtube Spanish views – **89**

Feedback submissions – **210**

Listening Session attendees – **Approximately 30**



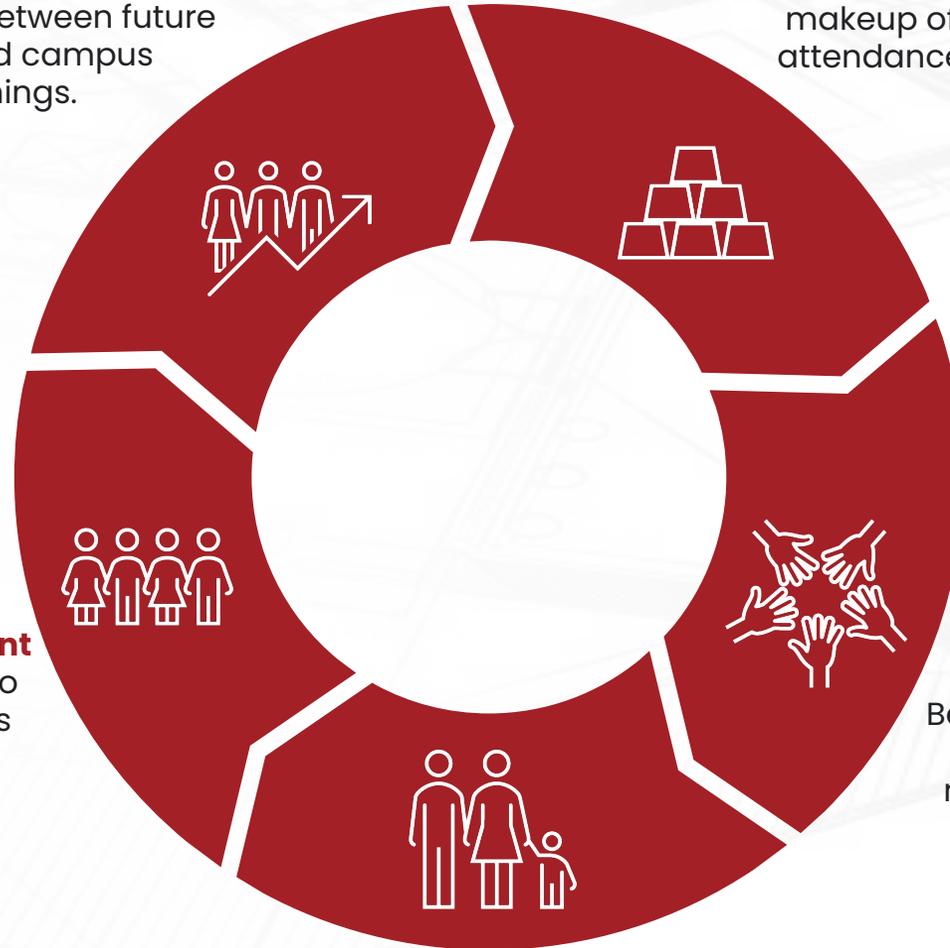
Boundary Parameters: Defined by community and adopted by our Board

1. Growth

Best efforts will be made to plan for future development so that lines do not have to be redrawn between future scheduled campus openings.

2. Socioeconomic Factors

Consideration will be given to the socioeconomic makeup of each attendance zone.



5. Feeder Pattern Alignment

Best efforts will be made to keep students together as they move through elementary, middle, and high school

3. Neighborhood Unity

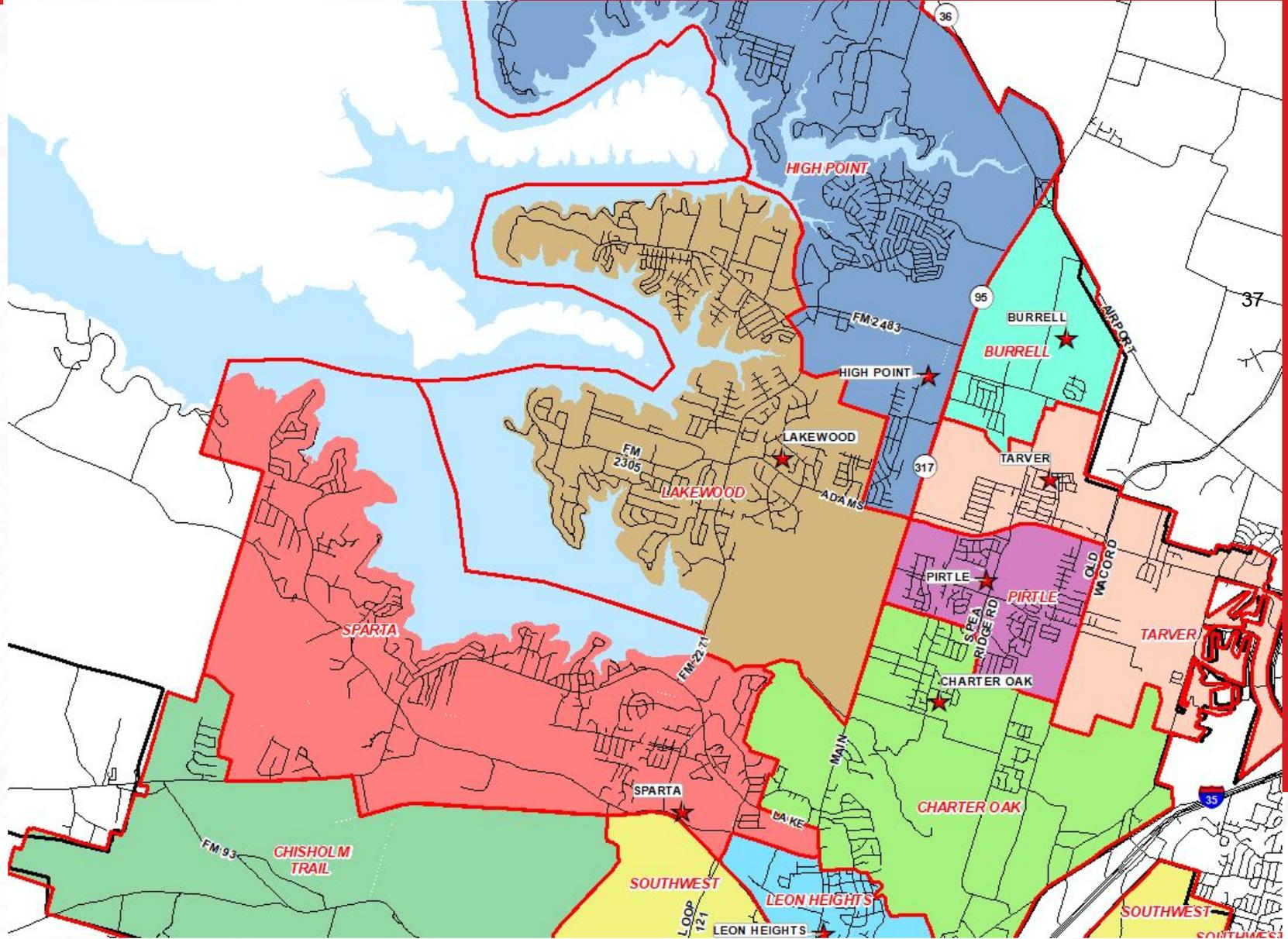
Best efforts will be made to keep subdivisions and neighborhoods together.

4. Family Impact

Best efforts will be made to consider the impact that changing attendance zones will have on families.

Recommendation - North

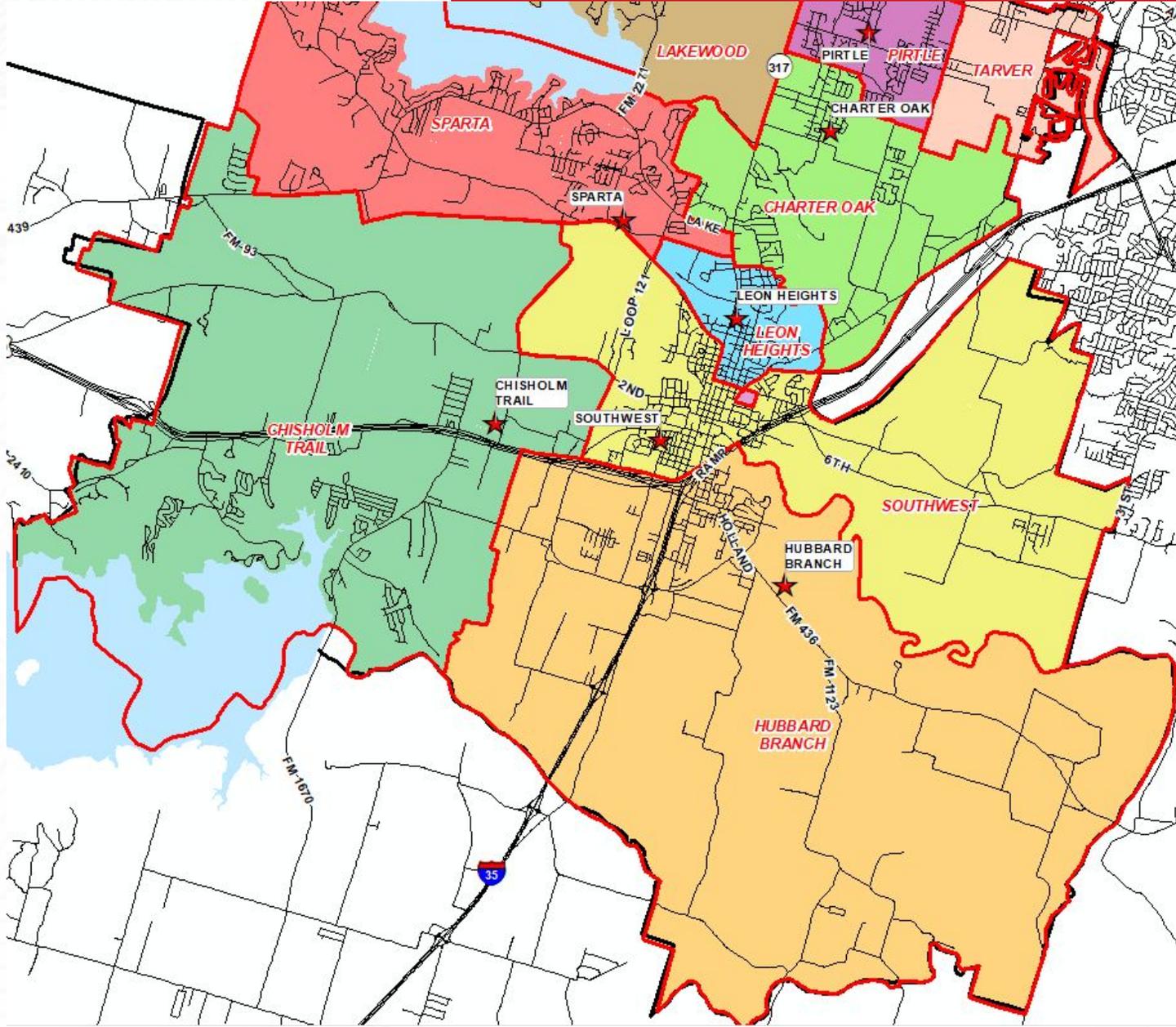
- BELTON EARLY CHILDHOOD
- BURRELL
- CHARTER OAK
- CHISHOLM TRAIL
- HIGH POINT
- HUBBARD BRANCH
- LAKEWOOD
- LEON HEIGHTS
- PIRTLE
- SOUTHWEST
- SPARTA
- TARVER



*Source: Zonda Education

Recommendation - South

- BELTON EARLY CHILDHOOD
- BURRELL
- CHARTER OAK
- CHISHOLM TRAIL
- HIGH POINT
- HUBBARD BRANCH
- LAKEWOOD
- LEON HEIGHTS
- PIRTLE
- SOUTHWEST
- SPARTA
- TARVER



Enrollment Projections: **Elementary Recommendation**

School	Capacity	2023/24	2024/25	2025/26	2026/27	2027/28	2028/29	2029/30	2030/31	2031/32	2032/33
BELTON EARLY CHILDHOOD	628	530	535	540	545	550	544	549	561	569	571
BURRELL	800	393	406	433	478	518	558	585	607	624	653
CHARTER OAK	800	624	667	669	684	688	716	737	756	768	781
CHISHOLM TRAIL	792	694	717	715	715	736	738	746	760	776	786
HIGH POINT	792	639	626	626	617	609	627	633	644	646	650
HUBBARD BRANCH	800	564	598	628	670	712	739	749	773	789	807
LAKEWOOD	792	640	662	677	713	752	782	813	836	860	875
LEON HEIGHTS	265	221	221	219	224	233	237	239	237	239	241
PIRTLE	792	581	588	610	641	660	682	711	740	765	787
SOUTHWEST	540	474	495	494	501	500	497	506	509	511	513
SPARTA	685	646	651	626	619	631	643	656	660	663	664
TARVER	792	494	513	531	538	550	542	531	524	516	514
TOTAL	8,478	6,500	6,679	6,768	6,948	7,139	7,305	7,455	7,607	7,726	7,842

39

95% - 100% CAPACITY

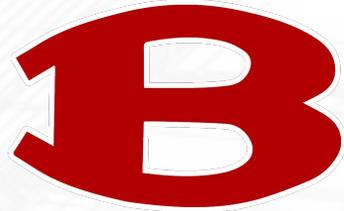
100%-105 OVER CAPACITY

>105% OVER CAPACITY



*Source: Zonda Education

Feeder Pattern: Recommended Elementary Plan



Belton High School

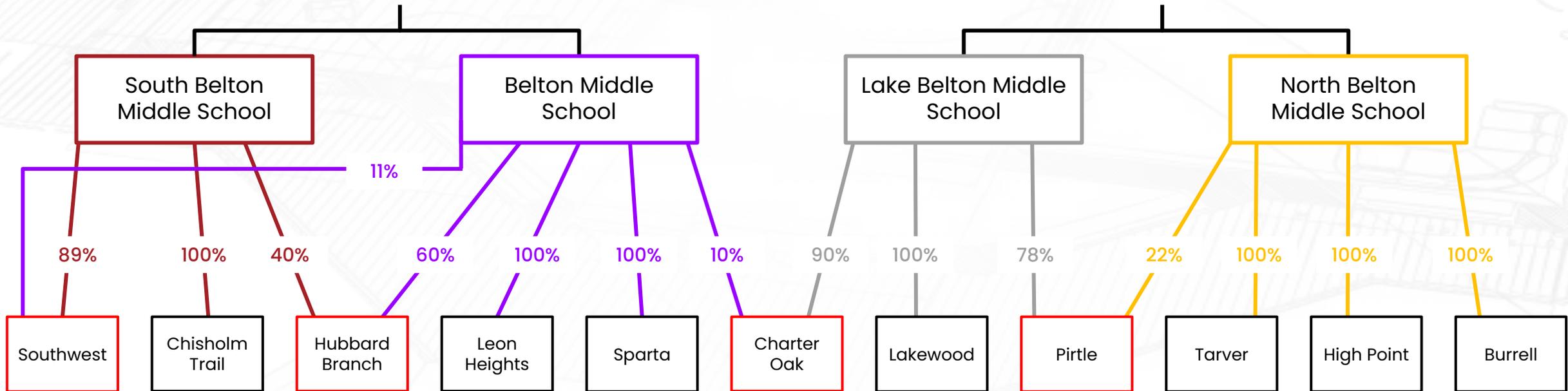


New Tech HS @Waskow



Lake Belton High School

40



KEY:

School with pure (100%) feeder

School with split feeder

*Source: Zonda Education



Boundary Implementation **Next Steps**

Upcoming communication to families to include:

- » Boundaries take effect for the 2024-2025 school year.
 - » Exception: Burrell Elementary January 2024
- » Circumstances in which a student can remain at their current campus when boundaries go into effect.
- » Transportation services prior to implementation of updated boundaries
- » Next steps for Burrell Elementary opening

Discussion

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Consider, Discuss, and Take Appropriate Action Regarding Selection of Construction Delivery Method for BISD Agricultural Facility and Authorize the Superintendent to Issue a Request for Competitive Sealed Proposals for the Project, Select a Committee to Evaluate and Rank the Proposals and Bring the Recommendation Ranking Back to the Board for Approval

Contact Person: Michael Morgan

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

A new facility to serve the Agriculture Program was included as a project to be addressed in the Bond 2022 approved projects. At the December 2022 regular meeting, the Board approved VLK Architects for design services of the Agriculture Program Addition.

Stakeholders have been working with the architect developing the schematic design for the project. When construction documents are complete, the District will be ready to proceed with construction of the project.

The Board is required to select the method of procurement that provides the best value to the District. Administration recommends the competitive sealed proposal method as the delivery method offering the best value for this bond project.

Fiscal Implications:

The project would be funded from 2022 bond funds.

Administrative Recommendation(s):

Approve Competitive Sealed Proposals as the delivery method for the the BISD Agricultural Facility and authorize the Superintendent to issue a Request for Competitive Sealed Proposals, establish a selection committee to evaluate and rank the proposals and bring the recommended ranking back to the Board for approval and contract authorization.

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Consider, Discuss, and Take Appropriate Action Regarding Selection of Construction Delivery Method for Delta Program Facility and Authorize the Superintendent to Issue a Request for Competitive Sealed Proposals for the Project, Select a Committee to Evaluate and Rank the Proposals and Bring the Recommendation Ranking Back to the Board for Approval

Contact Person: Michael Morgan

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

A new facility to serve the Delta Program was included as a project to be addressed in the Bond 2022 approved projects. At the December 2022 regular meeting, the Board approved VLK Architects for design services of the Delta Program Facility.

Stakeholders have been working with the architect developing the schematic design for the project. When construction documents are complete, the District will be ready to proceed with construction of the project.

The Board is required to select the method of procurement that provides the best value to the District. Administration recommends the competitive sealed proposal method as the delivery method offering the best value for this bond project.

Fiscal Implications:

The project would be funded from 2022 bond funds.

Administrative Recommendation(s):

Approve Competitive Sealed Proposals as the delivery method for the Delta Program Facility and authorize the Superintendent to issue a Request for Competitive Sealed Proposals, establish a selection committee to evaluate and rank the proposals and bring the recommended ranking back to the Board for approval and contract authorization.

Changes to STAAR for the 2022-2023 School Year Report

March 27, 2023

45



Report on upcoming changes to STAAR
and EOC assessments for Spring 2023.

- 100% Online
- New Question Types
- Cross-Curricular Passages
- Evidence-Based Writing
- Tools and Accommodations



2

GUEST, GUEST



Mr. Yeager drives 28.6 miles to work every day. How is the number 28.6 written in expanded notation?

Enter your answer in the boxes provided.

$$\left(\square \times \square \right) + \left(\square \times \square \right) + \left(\square \times \square \right)$$

1	2	3	+	-	×	÷
4	5	6	<	=	>	
7	8	9	()			
0	.	$\frac{\square}{\square}$				

48



12	13	14	15
----	----	----	----



Greg wrote this paper to tell about the science involved in designing roller coasters. Read Greg's paper and look for revisions he needs to make. Then answer the questions that follow.

It Takes Science

- (1) Imagine being on a roller-coaster track. (2) You feel the cars slowly climbing to the top of a large hill. (3) Suddenly the roller coaster plunges steeply.
- (4) It bends and turns as it swiftly follows the curves of the track. (5) Happy screams fill the air as the brief but thrilling ride comes to an end. (6) Riding on a roller coaster may last only a few minutes. (7) Planning a new roller-coaster ride, however, takes several years. (8) Designing an exciting roller-coaster ride involves imagination and creativity, but designing the roller-coaster ride also requires science.
- (9) Ride design begins with a computer program. (10) The program calculates the forces that will affect the roller-coaster cars as they move along the track. (11) Designers must understand the limits these forces create when building and they are improving their roller coasters. (12) Designers use their knowledge of friction, gravity, and the laws of motion to make the ride act in a way they plan. (13) This is the reason there are often large hills on roller coasters. (14) Designers take advantage of gravity to generate speed

14

GUEST, GUEST



Greg has not used the most appropriate word in sentence 23. Select the word that should replace **thought** in this sentence.

Another of roller coasters that designers have to consider is which material they should use to build the ride.

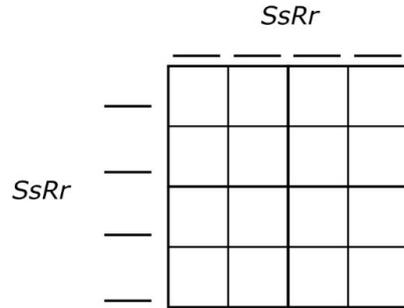


2

GUEST, GUEST



The cross between two individuals with the genotype $SsRr$ is shown in the Punnett square.



How many out of 16 offspring would be expected to be homozygous recessive for both traits?

Enter your answer in the box. Your answer must be a whole number.

/16 offspring.



8



GUEST, GUEST

Determine whether each statement describes a cause or effect of Latin American immigration to the United States in the late 1900s.

Move the answers to the correct boxes.

There was increased demand for workers in low-paying agricultural and service jobs.

Hispanic populations along border states increased significantly.

People had the ability to send money back to their families.

A lack of economic opportunities and political instability created a sense of urgency.

Cause of Latin American Immigration	Effect of Latin American Immigration
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

- Online Testing
- Professional Learning
- Teacher Resources
- ARD, 504 and Rtl Accommodations
- Communication and Partnership with Campuses

STAAR/EOC REDESIGN WHAT'S NEW? PARENT NIGHT

Please join us to learn about the new test design and what you can do to set your student up for success!

This session is open to all, but specifically designed for parents and guardians of students who are taking STAAR/EOC this spring.

LIGHT
REFRESHMENTS
WILL BE
SERVED!

MAR 28
6:30-8PM

Belton New Tech Mega-Bytes
Cafeteria
320 North Blair Street, Belton

MAR 29
8:30-10AM

Belton Administrative Building
Dragon Room
400 North Wall Street, Belton



SCAN OR CLICK
HERE TO
REGISTER



Contact Holly Moore
(holly.moore@bisd.net) or Amy Armstrong
(amy.armstrong@bisd.net) with questions.

STAAR/EOC REDISEÑO ¿QUÉ HAY DE NUEVO? NOCHE DE PADRES

¡Únase a nosotros para aprender sobre el nuevo diseño de prueba y lo que puede hacer para preparar a su estudiante para el éxito!

Esta sesión está abierta a todos, pero está diseñada específicamente para padres y tutores de estudiantes que están tomando STAAR/EOC esta primavera.

¡SE SERVIRÁN
REFRESCOS
LIGEROS!

**28 DE
MARZO**
6:30-8PM

Cafetería Belton New Tech
Mega-Bytes
320 North Blair Street, Belton

**29 DE
MARZO**
8:30-10AM

Edificio Administrativo de Belton
Dragon Room
400 North Wall Street, Belton



ESCANEE O HAGA CLIC
AQUÍ PARA
REGISTRARSE



Comuníquese con Holly Moore
(holly.moore@bisd.net) o Amy Armstrong
(amy.armstrong@bisd.net) si tiene preguntas.

Please contact the Teaching & Learning office with any questions: Amy Armstrong, amy.armstrong@bisd.net



Superintendent's Report

55

**Belton ISD
Board of Trustees' Meeting
Monday, March 27, 2023**

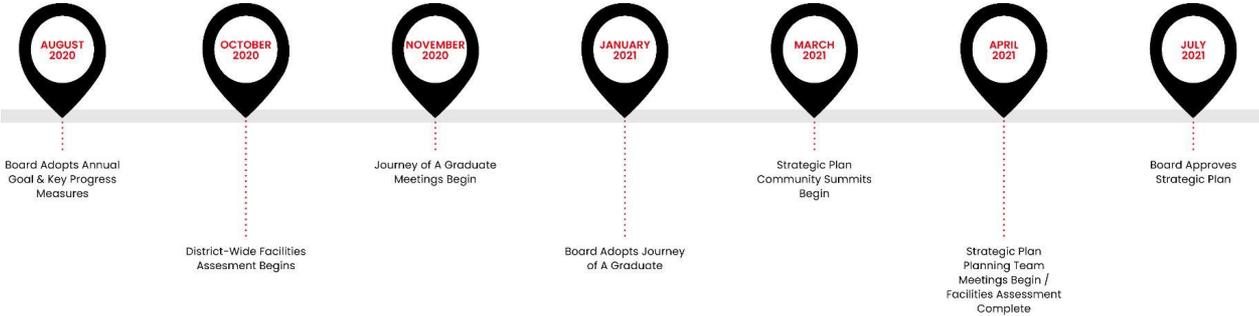
Purpose



Provide the Board of Trustees with insight into our Strategic Plan improvement efforts and highlights from the previous month.

56

WHAT WAS OUR PROCESS?



BISD Strategic Plan Development



57
Voices represented on the Journey of a Graduate Design Team

21
Community Meetings

50
hours of community conversations

130

40
Members of Facilities Assessment Team

60
STRATEGIC PLAN

COMMUNITY ENGAGEMENT



**Inspiring
Dreams.
Empowering
Futures.**



Goal 1: Engage All Stakeholders

The impact of focusing our efforts and resources in these areas will be that...

- Strong partnerships exist within the community to enhance educational experiences for students.
- Stakeholders trust the district by being well-informed and engaged in a variety of opportunities to provide input and feedback to inform improvement efforts.
- Stakeholders value and have pride in being a part of BISD.

STRATEGIES

- 1** Develop processes and systems for gaining student voice in their school experience at both the district and school level.
- 2** Establish strong, positive, and trusting relationships within all communities and with all families to support the interests, aspirations, and needs of students.
- 3** Develop processes for understanding and addressing the communication needs and delivery modes that best inform our parents and community stakeholders.
- 4** Identify and address opportunities to foster collaboration and communication amongst staff.
- 5** Utilize two-way communication strategies with stakeholders to gather input and feedback to inform improvement efforts.
- 6** Create systems and partnerships to support families in navigating the educational system.

ENGAGING ALL VOICES

Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.



Highlights

- Faith-Based Leaders Luncheon
- Principal-4-A-Day
- Capitol Visits/Communication
- Hubbard Branch Groundbreaking Ceremony



60



Goal 3: World Class Team of Employees



STRATEGIES

- 1** Develop a system that ensures high quality, personalized learning for each and every employee that supports job specific skill development and world-class employee competency growth.
- 2** Expand and increase the diversity of the BISD team to build a highly skilled workforce that more closely reflects the community we serve.

61

WORLD-CLASS EMPLOYEE

Attract, retain and support a world-class team of employees.

The impact of focusing our efforts and resources in these areas will be that...

- Each and every employee is engaged in meaningful learning opportunity.
- Staff have access to the tools that will enhance teaching and learning.

Highlights

- Recharge Conference
 - Multiplying the Exceptional
 - Personalization
 - Aligned to Goals
 - Each and Every Employee





Legislative Update

63

Inspiring Dreams. Empowering Futures.



Discussion

64

Inspiring Dreams. Empowering Futures.

**BELTON I.S.D. BOARD OF TRUSTEES
POLICY COMMITTEE MINUTES
FEBRUARY 6, 2023**

Members Present:

Chair Manuel Alcozer Janet Leigh Chris Flor

Members Absent: None

Staff Present:

Dr. Matt Smith Todd Schiller Michael Morgan Melissa Lafferty
Connie Burns

Also Present: Holly Wardell, Legal Counsel

Call to Order: The meeting was called to order at 5:01 PM.

Public Comments: None

Review and Discuss the Following Items:

A. TASB Policy Review Local Policy to Address – 1st Reading

- 1. BBD(LOCAL): Board Members – Training and Orientation**
- 2. CCGB(LOCAL): Ad Valorem Taxes – Economic Development**
- 3. GBBA(LOCAL): Information Access – Requests for Information**
- 4. GE(LOCAL): Relations with Parent Organizations**
- 5. GNC(LOCAL): Relations with Educational Entities – Colleges and Universities**
- 6. GNE(LOCAL): Relations with Educational Entities – Education Accreditation Agencies**

Dr. Smith introduced this item then Cabinet members briefly reviewed the proposed changes and addressed any questions.

- Dr. Malinda Golden, Deputy Superintendent, explained BBD(LOCAL) is being recommended for deletion because this authority is established by other policies.
- Melissa Lafferty, Chief Financial Officer, stated that CCGB(LOCAL) is a new policy that outlines BISD's procedures in the event someone files an application for a limitation on appraised value for property taxes as provided by chapter 313 of the tax code. Dr. Smith commented that no applications have been received since he's been here.
- Jennifer Bailey, Executive Director of Communications & Community Engagement, explained that GBBA(LOCAL) is being recommended for deletion because the Superintendent already has administrative authority to handle requests for information.
- Ms. Lafferty stated changes to GE(LOCAL) remove booster club language already addressed elsewhere in administrative procedures and summarizes the requirement for outside support groups to receive approval from the District prior to fundraising. Mr. Flor asked if people are aware these guidelines exist and if they are trained accordingly. Dr. Smith indicated the business office conducts training on booster club practices and protocols each year and the guidelines are clearly articulated to

campuses. Mr. Flor and Mr. Alcozer requested that continuity and consistency be applied to standalone organizations.

- Todd Schiller, Assistant Superintendent for Human Resources, explained that policy GNC(LOCAL) regarding student teaching programs is being recommended for deletion because they are handled through interlocal agreements as needed.
- Dr. Deanna Lovesmith, Assistant Superintendent for Teaching & Learning, indicated that policy GNE(LOCAL) is also being recommended for deletion. Mr. Flor asked if BISD had been keeping up with this (maintaining accreditation with the Southern Association of Colleges and Schools), and Dr. Smith indicated he doesn't believe so. Ms. Wardell indicated this was a requirement long ago, but now TEA has enough monitoring of its own.

These policy revisions will be forwarded to the Board for a 2nd reading at the February 20 regular meeting.

Issues/Concerns for Future Agenda or Administrative Reports:

Mr. Flor stated that he still maintains interest in the employee handbook as it relates to social media.

Adjournment: There being no further business, the meeting adjourned at 5:13 PM.

Next Meeting: March 6, 2023, 5:00 PM

**BELTON INDEPENDENT SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
February 6, 2023 – 5:30 p.m.
Bronco Room**

BOARD MEMBERS PRESENT

Ty Taggart
Manuel Alcozer
Suzanne M. McDonald
Janet Leigh
Chris Flor
Erin Bass

BOARD MEMBERS ABSENT

Jeff Norwood

CALL TO ORDER

Ty Taggart, Board Vice President, called the special meeting of the Belton Independent School District Board of Trustees to order at 5:30 p.m. He stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

PUBLIC COMMENTS

None

At 5:31 p.m., Mr. Taggart announced that the Board would go into closed session under the authority of Texas Government Code Sections 551.074 and 551.071 for the purposes of hearing a grievance by a member of the public and consulting with its attorney regarding the complaint.

CLOSED SESSION (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)

- Level III GF(LOCAL) Grievance by Member of the Public – Texas Government Code, Sections 551.074; 551.071

RECONVENE IN OPEN SESSION AND TAKE ACTION, IF ANY, ON ITEMS DISCUSSED IN CLOSED SESSION

At 7:29 p.m. the Board reconvened in open session. Mr. Taggart indicated the Board did not take any vote or other action in closed meeting and has heard the complaint of Ms. Brenda Howard.

Erin Bass made a motion to remove the books *Kiss Number 8* and *All Boys Aren't Blue* from BISD library collections due to the pervasively vulgar and obscene material in each book that she believes violates portions of the penal code. In addition, she requested that the Policy Committee revisit policy EFB(LOCAL).

Mr. Flor stated he thinks the District should take a more measured approach, and that it's possible the committee could have been unintentionally influenced on how to interpret the

**BISD Special Board Meeting Minutes
February 6, 2023 – Page 2**

penal code. He would like to go back to the committee and look at the definition in the penal code differently. While this process is in its infancy and lessons have been learned, they can continue to revisit the subject, but he'd like to take a more measured view .

Ms. McDonald stated this is really hard, and while she absolutely doesn't agree with the vulgarity in the books, she looks at it from a different perspective. If the books are pulled based on one faction of the community – where do we stop? Should all books with the “N-word” in them be pulled, or do we just accept that the community is growing and we are very diverse and that everyone is accepted no matter skin color or sexual preference? Ms. McDonald continued staying at what point do we agree to just disagree and live our individual lives to whatever moral fiber that is? She reiterated that she has a real problem with this action.

Mr. Alcozer commented that this policy is in its infancy and it took a long time to get it into place with involvement from TEA and TASB, which took many months. Because the policy is in its infancy, it's unknown how it will work until it's put into action. Citing disagreement with some of the comments made by Ms. Howard regarding some of the work that's being done, Mr. Alcozer agreed there are some things that need to be looked at again, but it doesn't mean that the policy or process are bad. He expressed that the work of the review committee was not for naught and they did the best that they could. While he didn't disagree with comments made by Mr. Flor or Ms. McDonald, Mr. Alcozer agreed additional review of the policy and process is wise and can only make it better.

Mr. Taggart stated this has easily been the toughest grievance for him on multiple levels as it brought in a lot of things from the outside that other grievances didn't. He believes this Board is easily the most moral, thoughtful and conscientious group in Texas, but they are all bound by the laws of the constitution, supreme court decisions and precedence that's been set. He believes in whatever decisions the Board makes.

Following discussion, a vote on the motion carried by a vote of 4-2, with Mr. Flor and Ms. McDonald voting in opposition.

ADJOURN

There being no further business, the meeting was adjourned at 7:37 p.m.

Ty Taggart, Vice President

Manuel Alcozer, Secretary

**BELTON ISD BOARD OF TRUSTEES
FACILITIES COMMITTEE MINUTES
FEBRUARY 13, 2023**

Members Present:

Ty Taggart, Chair Erin Bass

Members Absent: Suzanne M. McDonald

Staff Present:

Dr. Malinda Golden Mike Morgan Keith Cook Sam Skidmore
Stephanie Ferguson Keith Zuehlke Connie Burns

Call to Order: The meeting was called to order at 5:00 PM.

Public Comments: None.

Review and Discuss the Following Items:

A. 2022 Bond Projects Update

Mike Morgan, Assistant Superintendent of Operations, gave a brief update on the 2022 bond program. He showed renderings of design work (culinary arts at Belton High School CTE addition and existing hallway at LBMS current choir room and new band hall) then presented the following information:

- Hubbard Branch Elementary Guaranteed Maximum Price is set for consideration on the February 20 Board meeting agenda;
- Burrell Elementary Fixtures, Furnishings and Equipment (FFE) budget is set for consideration on the February 20 Board meeting agenda;
- Reviewed status of architectural meetings for the Agricultural Facility and Delta Program. They have met with teachers and looked at the existing agricultural facility and will start to bring initial schematics to the table soon;
- Discussed cooperation between BISD, Evergreen, and the City of Belton regarding infrastructure and utilities for Hubbard Branch Elementary; and
- Design development is almost complete for LBMS, Southwest Elementary and BHS and he praised the work of administrators, teachers, engineers and contractors to get to this point.

Ms. Bass asked about safety enhancements, and Mr. Morgan indicated they are working on design documents and a kick-off meeting was held today with a security consultant. A vendor expo will be held this week to look at safety products and options for access control, cameras/storage, detection analytics, etc., that can be integrated into existing systems. He explained they are waiting on final proposals on playgrounds and hope to bring to the Board soon to get the project done this summer. Lastly, staff is working through a TEA safety grant to address shatterproof film requirements instead of using bond funds.

B. Proposed Maps for Elementary Attendance Boundaries and Transition Process

Mr. Morgan updated the committee on progress and next steps in the development of elementary attendance boundaries which included the timeline below:

Development (Input & Feedback)

- Consultation with Zonda Education (August 2022)
- Long Range Facility Planning Team with Zonda Education (October 2022)
- District Attendance Boundary Planning Team with Zonda Education (December 2022, January 2023)
- Long Range Facility Planning Team (January 2023)
- Development based on feedback from Long Range Facility Planning Team (February 2023)
- Parent, Staff, Community Presentation & Feedback (March 1-10, 2023)
- Community Open House Opportunities (March 7-10, 2023)
- District Attendance Boundary Planning Team with Zonda Education (March 2023)
- Board Action (March 27, 2023)

Ms. Bass asked if Board members could attend community open house events, and Mr. Morgan indicated he will inform them of final dates so they can attend if desired.

Issues/Concerns for Future Agenda or Administrative Reports: None.

Adjourn: The meeting adjourned at 5:18 PM.

Next Meeting: Monday, March 20, 2023, 5:00 PM

**BELTON INDEPENDENT SCHOOL DISTRICT
SPECIAL BOARD MEETING MINUTES
February 13, 2023 – 5:30 p.m.
Bronco Room**

BOARD MEMBERS PRESENT

Jeff Norwood
Ty Taggart
Manuel Alcozer
Janet Leigh
Chris Flor
Erin Bass

BOARD MEMBERS ABSENT

Suzanne M. McDonald

CALL TO ORDER

Jeff Norwood, Board President, called the special meeting of the Belton Independent School District Board of Trustees to order at 5:30 p.m. He stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

PUBLIC COMMENTS

None

A. CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING A JOINT ELECTION AGREEMENT WITH THE CITY OF BELTON FOR THE MAY 6, 2023 TRUSTEE ELECTION

Dr. Golden indicated the City of Belton has provided a joint election agreement for the May 6, 2023 election. The proposed agreement outlines the responsibilities of each party. Should the City of Belton conduct an election, Belton ISD will provide assistance. In that case, early voting would be at Belton City Hall and election day voting at the Harris Community Center. If the City declares its election to be canceled, this agreement would be terminated, and Belton ISD would be responsible for the conduct of its own election.

Manuel Alcozer made a motion, seconded by Erin Bass, to approve the joint election agreement with the City of Belton as presented. The motion carried unanimously (6-0).

B. CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION TO SET AT-LARGE TRUSTEE ELECTION FOR SATURDAY, MAY 6, 2023, AND APPROVE THE ORDER OF ELECTION

CONSIDERAR, DISCUTIR Y TOMAR LAS MEDIDAS APROPIADAS PARA ESTABLECER ELECCIÓN DE SÍNDICOS EN GENERAL PARA EL SÁBADO, 6 DE MAYO DEL 2023, Y APROBAR LA ORDEN DE ELECCIÓN

Dr. Golden stated in accordance with Election Code 3.005 and Board Policy BBB(LOCAL), the Board must approve an Order of Election and set the election date by February 17, 2023, the 78th day before Election Day. Two At-Large Trustee positions expire this year.

Janet Leigh made a motion, seconded by Chris Flor, to set the Trustee election for two At-Large positions for Saturday, May 6, 2023, and to approve the Order of Election as

**BISD Special Board Meeting Minutes
February 13, 2023 – Page 2**

presented. The motion carried unanimously (6-0).

C. CONSIDER, DISCUSS, AND TAKE APPROPRIATE ACTION REGARDING A CONTRACT WITH BELL COUNTY FOR ELECTION SERVICES FOR THE MAY 6, 2023 TRUSTEE ELECTION

Dr. Golden explained that the Bell County Office of Elections Administration has provided a contract for election services for the May 6, 2023 trustee election. The proposed contract includes, but is not limited to, rental of voting equipment, programming, election supplies, technical support and repairs. Belton ISD will be responsible for all other aspects of administering the election to include preparation and publication of orders/notices, ballot language and election workers. The District will be invoiced for its specific contracted expenses and any pro-rata share of total costs incurred by Bell County in connection for services of elections of other entities held at the same time.

Chris Flor made a motion, seconded by Ty Taggart, to approve the contract with Bell County for election services as presented. The motion carried unanimously (6-0).

ADJOURN

There being no further business, the meeting was adjourned at 5:33 p.m.

Jeff Norwood, President

Manuel Alcozer, Secretary

**BELTON INDEPENDENT SCHOOL DISTRICT
BOARD WORKSHOP MINUTES
February 20, 2023; 5:00 p.m. – Bronco Room**

BOARD MEMBERS PRESENT:

Jeff Norwood
Ty Taggart
Manuel Alcozer
Suzanne M. McDonald
Janet Leigh
Chris Flor
Erin Bass

BOARD MEMBERS ABSENT:

CALL TO ORDER

Jeff Norwood, Board President, called the workshop meeting of the Belton Independent School District Board of Trustees to order at 5:00 p.m. He stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

PUBLIC COMMENTS: None

UPDATE ON GOAL 5 – MAXIMIZE OUR USE OF RESOURCES FOR BOTH CURRENT PRIORITIES AND PLANS FOR THE FUTURE

1. Budget and Staffing Process for 2023-24 School Year Planning

The Superintendent introduced this item, then Melissa Lafferty, Chief Financial Officer, and Todd Schiller, Assistant Superintendent for Human Resources, provided an update on budgeting and staffing processes to be implemented for the 2023-24 school year. Ms. Lafferty reviewed the budget planning calendar, enrollment projections and the ADA percentage of enrollment. She touched on property value increases since 2018 and reviewed the preliminary budget assumptions.

Mr. Schiller gave an overview of the staffing process, which includes the work of a staffing committee and input from leadership to develop refined staffing guidelines for 2023-24 planning. He refreshed the Board on the compensation summary information from 2022-23 which compared Belton ISD to other local districts for all position types (teachers, campus administrators, professional, paraprofessional, auxiliary and substitutes).

Mr. Flor asked for a count of the number of employees in each type position (paraprofessional level and auxiliary), and Mr. Schiller indicated he would provide the information to them.

2. Legislative Update

Dr. Smith introduced Amy Dodson, Regional Director with Raise Your Hands Texas, who gave an overview of the organization and then talked about the current legislative session (with currently 100 days left) and other important topics.

ADJOURN: There being no further business, the meeting was adjourned at 6:06 p.m.

Jeff Norwood, President

Manuel Alcozer, Secretary

**BELTON INDEPENDENT SCHOOL DISTRICT
BOARD MEETING MINUTES
Regular Meeting, February 20, 2023 – 6:15 p.m.
Pittenger Fine Arts Center**

BOARD MEMBERS PRESENT

Jeff Norwood
Ty Taggart
Manuel Alcozer
Suzanne M. McDonald
Janet Leigh
Chris Flor
Erin Bass

BOARD MEMBERS ABSENT

CALL TO ORDER, MOMENT OF SILENCE AND PLEDGE OF ALLEGIANCE

Jeff Norwood, Board President, called the regular meeting of the Belton Independent School District Board of Trustees to order at 6:21 p.m. He stated that a quorum of Board Members was present, that the meeting had been duly called, and that notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

RECOGNITIONS

A. Student Showcase – South Belton Middle School Folklorico

Jennifer Bailey, Executive Director of Communications & Community Engagement, recognized SBMS's Folklorico group that started after the school's first Hispanic Culture Night generated interest in learning about traditional ballet folklorico and modern dances from Hispanic countries. Prior to the start of the meeting, the group danced to three songs. Student members are Fidel Ayala, Delilah Martinez, Anirac Bedolla, Juliet Mendoza, Liliana Colunga, Noel Mendoza, Melody Galindo, Joldalis Navedo, Zoey Garrell, Riley Ramirez, Christina Mallette, Samyia Terry, Barbara Mar, Ni'yetta Wimes, Melody Mar, Barbara Mar Degollado and Melany Mar Degollado.

B. U.S. Presidential Scholar Candidate

Kevin Thomas, a Belton New Tech @Waskow (BNT@W) senior, was recognized for having been named a candidate in the 2023 U.S. Presidential Scholars Program. He is one of about 5,000 students selected from the nearly 3.6 million students expected to graduate from U.S. high schools this year. The U.S. Presidential Scholars Program recognizes some of the nation's most distinguished graduating seniors for their accomplishments in academics, leadership and service. Candidates will next submit essays, self-assessments and school transcripts that will be reviewed by distinguished educators to determine about 600 semifinalists. In April, the White House Commission on Presidential Scholars will select 161 U.S. Presidential Scholars who will be honored in June and awarded the Presidential Scholars Medallion.

C. College Board National Recognition Award

Jeff Norwood presented a certificate to Nathaniel Neiser, a BNT@W junior who earned national academic honors from College Board for top performance on the PSAT. The students were among the top 2.5 percent of test takers who identified as one or more of the following: African American, Hispanic or Latinx, Indigenous or attend school in a rural area or are from a small town. Nathaniel received the Indigenous Recognition Award and joins nine other BISD students who were honored in the fall.

D. Texas Music Educators Association – All-State Choir Students

Four Belton ISD musicians who performed at the TMEA Clinic/Convention in San Antonio earlier this month with other top singers in the state were recognized. Lake Belton High School (LBHS) junior Erin Hankins and Belton High School (BHS) junior Jezabel Vazquez Miranda placed in the All-State Treble Choir while LBHS sophomore Pate Palomino and BHS junior Gavin Young placed in the All-State Tenor/Bass Choir.

E. Texas Dance Educators Association – All-State Dance Students

Suzanne M. McDonald presented certificates to Seniors Kaylee Rivera from LBHS and Regan Martin from BHS who were recently named All-State dancers by the Texas Dance Educators Association. The honor is the highest any Texas student dancer can receive. Results were announced at the TDEA Convention in January, where the dancers were able to take classes from master teachers, choreographers and leadership experts. They also performed at the convention with the 245-member All-State dance team. Both girls serve as captains of their respective dance teams, the Silver Spurs and Magic Belles.

F. UIL Cheerleading State Finalists

Chris Flor and Janet Leigh presented certificates to cheerleaders from BHS and LBHS who made school history when both squads earned a spot in the UIL State Spirit Championship finals last month in Fort Worth. The LBHS team placed 12th out of 20 finalists in UIL 5A-D1. The BHS team placed 17th out of 20 in UIL 5A-DII.

The BHS team includes Briley Campbell, Nathan Carrasco, Paige Champlin, Addison Crouse, Addison Dunahoo, JezzieMarie Gracia, Malorie Holman, Sydney Isdale, Alexia Martinez, Briyana Mendoza, Avery Rivera, D'Alessandra Rivero, Taylin Rynkowski, Kelis Smith, Sharon Turner, Kimberlyn Wiggington, Alexandria Yeargin, Katelyn Bailey, Sophia Detert, Vanessa Gauna, Destiny Schutz, Lauren Seidel, Brayton Torres, Abigail Weiss, Gracie Warne, Ailyn Berry, Alaina Jewell, Kirsten Rivera, Aubree Whiteside, Gabrielle Marek and Mabry Kennedy.

The LBHS team includes Ailish Scammell, Alexia Moffenbier, Allison Wren, Aubrey "Emmy" Lee, Avelina Betancourt, Brooklyn Cory, Chandler Stahl, Christina Walker, Emma Fertig, Erika Walker, Gabriella Davila, Hayden Presley, Holly Wilson, Jalynn Russell, Jameela Cordero, Jasmine Hernandez, Jocilin Kwan-Nguyen, Katie Taylor, Katy Briggs, Landyn Johnson, Lauren Stefek, Lorissa Hubbard, Haylee Thomas, Maya Yberg, Natalee Hoover Waltman, Presslie Vargas Leon, Rayne Cory, Ryley Ellis, Sofia Vincent, Tiani Hall, Taylor Love, Aylah Miller, Emily Jones, Makaylyn Atkinson, Jazzell Jenkins, Kaitlyn Maus, Kayson Tanner, Shelby Chaney, Delaney Jensen and Zakayia Frederick.

G. National Football Foundation National High School Academic Excellence Award 5A State Winner

Manuel Alcozer presented a certificate to members of the LBHS Bronco football team for being named a 5A winner of the 2022-2023 National Football Foundation High School Academic Excellence Award. To be named a finalist, teams have to maintain a 3.0-grade point average or above throughout the regular football season. The Texas High School Coaches Association honored 53 different high schools this year, with LBHS being one of only 13 5A schools to be recognized.

H. Texas Department of Agriculture “Best of the Bunch” Award

BISD’s Nutrition Services department was recognized for having recently received statewide recognition for participating in the Texas Department of Agriculture’s Farm Fresh Challenge. As part of the challenge, Belton ISD ate local foods and learned about Texas agriculture, while staff shared their success on social media. For its efforts, Nutrition Services earned the “Best of the Bunch” award, the highest award tier available for school districts. This is the third consecutive semester that BISD’s team has been honored with this achievement.

I. Temple Rotary Educator of the Month

Jeff Norwood presented a certificate to Nikki Cottrell who was chosen for this honor. Nikki serves as a fourth-grade teacher at Sparta Elementary. She is in her 14th year in education, and her 10th year in Belton ISD.

J. Belton Rotary Educator of the Quarter

Ty Taggart presented a certificate to Rachel Hill who was chosen for this honor. Rachel serves as a dance teacher at BHS. She is in her 15th year in education, 14 of which are with Belton ISD.

K. Department Showcase – Human Resources

Ms. Bailey spotlighted Belton ISD’s 40 school counselors from across 19 campuses who support students in their academic and social development. Counselors play a pivotal role in providing social-emotional lessons in classrooms and offering guidance on career planning and post-secondary education at the secondary level. They also reduce obstacles and barriers that prevent students from reaching their potential and act as advocates for students, promoting success in their personal and academic lives with a focus on achievement, prevention and intervention.

PUBLIC COMMENTS REGARDING ITEMS ON THE AGENDA

None.

JOURNEY OF A GRADUATE – PERSEVERANCE

Dr. Smith asked the Board to weigh in on the District’s Perseverance competency in the Journey of a Graduate.

- A BISD learner embraces that failure is a part of the learning process and continues to work towards goals despite difficulty and/or opposition.

PUBLIC HEARINGS

A. Public Hearing Regarding Acceleration Instruction Report

Dr. Smith introduced Holly Moore, Director of Accountability & Intervention, presented a report on the effectiveness of BISD’s Accelerated Instruction Program. Texas Education Code 29.081 and EHBC(LEGAL) require that the district evaluate the effectiveness of accelerated instruction programs for students who have not performed satisfactorily on the state end-of-course assessment and hold a public hearing to consider the results.

There were no questions or comments from the public. Mr. Norwood thanked Ms. Moore for the report, and concluded the public hearing at 6:48 p.m.

ACTION ITEMS

A. Consider, Discuss, and Take Appropriate Action Regarding Guaranteed Maximum Price (GMP) for Hubbard Branch Elementary School

Mike Morgan, Assistant Superintendent for Operations, explained that at the July 2022 Regular meeting, the Board approved American Constructors as the Construction Manager-at-Risk (CMAR) for the construction management of Hubbard Branch Elementary School. The Board approved the AIA agreement at the November 2022 Regular meeting which set forth the terms that corresponded with American Constructor’s CMAR proposal.

American Constructors has worked closely with Huckabee architects as the design of the project was completed and construction documents were developed and delivered. Public bidding for the project was conducted in January 2023. Formal proposals were submitted to American Constructors on January 25, 2023. Bids were assessed and scoped by American Constructors and reviewed by the Administration and Huckabee. He recommended approval of the GMP in the amount of \$37,704,479 is proposed for Hubbard Branch Elementary School.

Ty Taggart made a motion, seconded by Janet Leigh, to approve the GMP of \$37,704,479 submitted by American Constructors for Hubbard Branch Elementary School as presented. The motion carried by a vote of 5-0, with Jeff Norwood and Erin Bass abstaining.

B. Consider, Discuss, and Take Appropriate Action Regarding Budget Assumptions for Fiscal Year 2023-2024

Melissa Lafferty, Chief Financial Officer, indicated that the annual budget is based on several assumptions that serve as the basis for estimating revenue and expenditures used to develop the budget. She explained that these initial assumptions are a starting point for developing preliminary revenue and expenditure projections for fiscal year 2023-2024 and are subject to change as more information becomes available. Ms. Lafferty presented the proposed assumptions that will be used for development of the fiscal year 2023-2024 budget and recommended approval.

**BELTON INDEPENDENT SCHOOL DISTRICT
 2023-24 BUDGET**

PRELIMINARY ASSUMPTIONS/PARAMETERS		
DATA ELEMENT	ASSUMPTION/PARAMETER	Initial
Student Enrollment:	Demographer’s growth projection	13,994
Average Daily Attendance Rate:	Based on student attendance for SY 2022 & 2023*	92.00%
Property Values:	Projected growth over prior year local net taxable values**	9%
Staff Pay Increase:	Pay increases to all staff (average) <i>(Increase is a conservative starting point - subject to change)</i>	2%
Other compensation increases:	New positions due to growth (based on staffing guidelines) Market adjustments (as needed)	\$ 1,000,000 \$ 350,000
Campus Allocations:	Per student allocation guidelines	\$ 1,800,000
Capital Projects	Set aside for facilities improvements	1%
New Programs	Start up costs for new programs (as needed)	\$ 100,000
Campus Improvement	Set aside for campus instructional improvement	\$ 100,000
Employee Benefits:	Contribution towards insurance premiums	\$400 per month
Tax Rate:	M&O rate (Additional compression under HB3 anticipated) I&S rate	\$ 0.92850 \$ 0.39420 <u>\$ 1.32270</u>

* This is not a refined average daily attendance rate

** Assumes \$40K Homestead Exemptions

**Belton ISD Board Meeting Minutes
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Suzanne M. McDonald made a motion, seconded by Erin Bass, to approve the budget assumptions for fiscal year 2023-2024 as presented. The motion carried unanimously (7-0).

C. Consider, Discuss, and Take Appropriate Action Regarding the Adoption of the 2023-2024 District Goals

Dr. Malinda Golden, Deputy Superintendent, stated the Board adopted long-range goals in July 2022 and these goals are driving campus and district improvement strategies and actions. The administration is recommending continuing these goals for 2023-2024 to aid in planning for the next year. Staff will return with progress reports on key progress measures for the goals later in the year. She recommended adoption of the following goals for 2023-2024:

- Strengthen and support the engagement of all stakeholders in the pursuit of the BISD vision
- Ensure exceptional learning experiences for each and every student
- Attract, retain and support a world-class team of employees
- Develop a district-wide culture of value, support and growth amongst all students and staff
- Maximize our use of resources for both current priorities and plans for the future

Erin Bass made a motion, seconded by Manuel Alcozer, to approve adoption of the 2023-2024 District Goals as presented. The motion carried unanimously (7-0).

REPORTS

A. Campus Improvement Funds Mid-Year Update

Gabi Nino, Executive Director of Campus Leadership, Elementary, gave a mid-year update on how \$100,000 in campus improvement funds are being utilized across the district. She highlighted the BenQ Interactive Display panels at Southwest Elementary, designed to enhance communication and collaboration, to inspire innovation in instruction, and to increase student engagement. Other projects include a STEM integration lab at Miller Heights Elementary, the establishment of an esports team at BNT@W and the creation of a maker space at Sparta Elementary and outdoor learning spaces at Lakewood Elementary and Belton Early Childhood School. North Belton Middle School is receiving learning manipulatives to increase student engagement in math instruction. Tarver Elementary requested professional development training that will help create a relationship-driven campus culture and student connectedness.

Dr. Smith indicated final results of these projects will be presented later in the year.

B. TEA Accountability System Proposed Changes for 2023 – District Report

Dr. Deanna Lovesmith, Assistant Superintendent for Teaching & Learning, reported on TEA’s proposed changes to the 2023 accountability system (not yet final information from TEA). She reviewed the timeline, district ratings and campus ratings on Domain 1 (Student Achievement), Domain 2 (Academic Growth) and Domain 3 (Closing the Gaps). Dr. Smith noted that this is going to greatly impact Belton ISD.

C. Texas School Safety Center 3-Year Audit Cycle Report

Mike Morgan, Assistant Superintendent of Operations, updated the Board on the 2023 Texas School Safety and Security Audit, as required by Texas Education Code 37.108(b), whereby districts are required to conduct a safety and security audit of its facilities once every three years. He reviewed the audit steps and timeline established for 2023 and indicated he will report back to

**Belton ISD Board Meeting Minutes
February 20, 2023 – Page 6**

the Board on June 19, 2023, prior to submission of the final audit report that is due to TSSC by August 31, 2023.

D. Facilities Committee Report

Mr. Taggart gave a report on the Facilities Committee Meeting held on February 13, 2023, that included the following topics:

- Review and Discuss the Following Items:
 - A. Bond Projects Update
 - B. Proposed Maps for Elementary Attendance Boundaries and Transition Process

E. Policy Committee Report

Mr. Alcozer gave a report on the Policy Committee Meeting held on February 6, 2023, that included the following topics:

- Review and Discuss the Following Items:
 - A. TASB Policy Review Local Policies to Address – 1st Reading TASB Policy Review Local Policies to Address – 1st Reading
 - 1. BBD(LOCAL): Board Members – Training and Orientation
 - 2. CCGB(LOCAL): Ad Valorem Taxes – Economic Development
 - 3. GBBA(LOCAL): Information Access – Requests for Information
 - 4. GE(LOCAL): Relations with Parent Organizations
 - 5. GNC(LOCAL): Relations with Educational Entities – Colleges and Universities
 - 6. GNE(LOCAL): Relations with Educational Entities – Education Accreditation Agencies

F. Superintendent’s Report

Dr. Smith reminded trustees of the process to develop the district strategic plan before its adoption in July 2021. He then highlighted ways he’s seen part of the strategic plan — to foster a culture of learning that provides a voice, choice and ownership for students — lived out in the classroom. Dr. Smith said the more BISD can teach students to collaborate and explain their thinking, the better off they’ll be in the workplace one day. He also recapped the highlights of this month, which included athletics signings, the Bell County Youth Fair, the Recharge Conference, his Capitol visit with Board members, and the 100th Day of School.

CONSENT AGENDA – CONSIDER AND TAKE APPROPRIATE ACTION

A. Minutes of Previous Meetings:

1. January 9, 2023 Policy Committee Meeting – Approve
2. January 17, 2023 Facilities Committee Meeting – Approve
3. January 23, 2023 Regular Meeting – Approve

B. Unaudited Financial Report for the Month Ending January 31, 2023 – Approve report

C. Gifts, Grants and Bequests – List provided for information only; no action required

D. Budget Amendment #4 for 2022-2023 – Approve

E. Supply, Equipment, and Service Bids

1. RFP #2211-750-294 for Internet Access and Managed WAN Solutions (E-Rate Cat 1) – Approve Astound Business with a three-year contract at a cost of \$30,000 annually and Unite Private Networks for the Managed WAN Solution with a five-year contract at a cost of \$289,663.

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February 20, 2023 – Page 7**

2. RFP #2212-475-299 for Maintenance, Repair and Operations Services, Equipment and Supplies (Supplemental III) – Approve vendor list with a contract through March 31, 2024 with no additional renewals.
 3. RFP #2211-675-298 for Kitchen Equipment – Approve Mission Restaurant Supply as top ranked vendor, with the option to purchase from next lower bidder if necessary, with a contract effective January 31, 2024 with no renewal options.
- F. Projected Expenditures Exceeding \$50,000 for Burrell Elementary** – Approve total expenditures of \$2,688,567, with approximately 80% of the total funded out of 2022 bond proceeds and the remaining 20% funded from the general fund.
- G. Amendment to Investment Management Agreement with Meeder Public Funds** – Approve
- H. Acceptance and Close Out of Southwest Elementary HVAC Replacement Project and Approval of Final Payment** – Approve and release final payment in the amount of \$17,707.95
- I. Additions/Revisions/Deletions of (LOCAL) Policies Resulting from the Policy Review Sessions Conducted on March 8, 2022 with Drafts Prepared by TASB Policy Service - 2nd Reading** – Approve
1. BBD(LOCAL): Board Members – Training and Orientation
 2. CCGB(LOCAL): Ad Valorem Taxes – Economic Development
 3. GBBA(LOCAL): Information Access – Requests for Information
 4. GE(LOCAL): Relations with Parent Organizations
 5. GNC(LOCAL): Relations with Educational Entities – Colleges and Universities
 6. GNE(LOCAL): Relations with Educational Entities – Education Accreditation Agencies
- J. Election Judges, Alternate Judges and Early Voting Ballot Board for the Board of Trustees May 6, 2023 General Election for Two At-Large Positions** – Approve
- K. Resolution Concerning Payments to District Employees During Emergency Closure Due to Inclement Weather and Reduction in Educator Required Days of Service** – Approve

Janet Leigh made a motion, seconded by Ty Taggart, to approve the consent agenda items as presented. The motion carried unanimously (7-0).

BOARD REQUESTS FOR NEW INFORMATION AND/OR REPORTS

None.

CALENDAR OF EVENTS

Mr. Norwood reminded the Board of upcoming events.

PUBLIC COMMENTS REGARDING NON-AGENDA ITEMS

Laura Douglas, Belton, expressed concerns about *Epic!*, an app being used on first grade tablets. She indicated the app includes books about gender ideology and requested that students have access to apps like *Reading IQ* which doesn't seem to have a political agenda.

The Board convened in closed session at 8:01 p.m. for the following:

CLOSED SESSION (TEXAS GOVERNMENT CODE, SUBCHAPTERS D AND E)

- A. Deliberations about Real Property – Texas Government Code, Section 551.072
- B. Personnel – Texas Government Code, Section 551.074
- C. Consultation with Attorney – Texas Government Code, Section 551.071

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RECONVENE IN OPEN SESSION

The Board reconvened in open session at 8:47 p.m.

ADJOURN

There being no further business, the meeting was adjourned at 8:47 p.m.

Jeff Norwood, President

Manuel Alcozer, Secretary

Belton Independent School District
Board of Trustee Meeting Agenda Item
March 27, 2023

Item: Unaudited Financial Report for the Month Ending February 28, 2023

Contact Person: Melissa Lafferty

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

Attached are the Monthly Financial and Investment Reports for the District. The reports represent the financial activity as of the close of the prior month for the General Fund 199, the Child Nutrition Fund 240, and the Debt Service Fund 599. These are unaudited figures, and an independent financial audit will be performed for the period ending August 31, 2023, and presented under separate cover.

The monthly investment report provides information on the district's cash and investment accounts including balances and investment transactions as of the close of the noted month. CDA(LEGAL).

Additional information is provided on tax collections and student average daily attendance (ADA). The tax year is October 1 to September 30.

Fiscal Implications:

For informational purposes only.

Administrative Recommendation(s):

Accept the monthly financial and investment reports as presented.

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Gifts, Grants, and Bequests

Contact Person: Melissa Lafferty

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

The District accepts gifts, grants, and bequests from many different sources each school year for the benefit of its students and programs. Policy CDC(LOCAL) gives authority to the Superintendent to accept most gifts, grants, or bequests.

Fiscal Implications:

Attached for your information is a list of donations that have been accepted. Budget amendments required for the expenditure of these funds will be presented as needed.

Administrative Recommendation(s):

Information only.

**Gifts, Grants, and Bequests
March 27, 2023.**

Source of Other Revenue/In Kind Donations	Type	Amount/ Value	Date	District, Campus, or Program	Intended Use
Lakewood PTA	Check	\$1,720	3/2/2023	Lakewood	Take Home Folders 23-24
Belton Church of Christ	Check	\$750	1/23/2023	Leon Heights/Office	Student Safety Patrol rewards
Belton Church of Christ	Check	\$883	3/3/2023	BHS-CIS	Donation BHS Community in School
Ludus, LLC	Check	\$74	2/14/2023	LBHS	Donation
Project Celebration	Check	\$77	3/2/2023	BHS	Information posters ⁸⁴ and VIP graduation tickets
United Way of Central Texas	Check	\$45	2/22/2023	Federal Programs	Donation to Project Heartbeat
Malvern Books	In-Kind	\$1,343	2/9/2023	LBHS	Donation of books
Hunt Plumbing	In-Kind	\$500	2/15/2023	LBHS	Plumbing Supplies

Belton Independent School District
Board of Trustee Meeting Agenda Item
March 27, 2023

Item: Budget Amendment #5 for 2022-2023

Contact Person: Melissa Lafferty

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

The TEA Financial Accountability System Resource Guide sets forth guidelines on budget amendments. Budget amendments are required by the State to reclassify appropriations at the level at which the budget is adopted. Belton ISD adopts budgets for the required funds at the functional level. Amendments which reclassify appropriations from one functional level to another should be approved by the Board. The budget may also be amended by the Board for changes in the level of its revenue and expenditures, CE(LEGAL/LOCAL). Amendments are recorded in the District's Board minutes.

Budget amendments are presented monthly, as needed. The changes are described below.

Fiscal Implications:

General Fund

Expenditures

- **Instruction (11): (\$159)**
 - (\$159): Redistribute funds for various needs
- **Instructional Leadership (21): \$4,750**
 - \$4,750: Reclassification of costs for student services
- **School Leadership (23): (\$20)**
 - (\$20): Redistribute funds for various needs
- **General Administration (41): (\$4,750)**
 - (\$4,750): Reclassification of costs for student services
- **Facilities Maintenance & Operations (51): \$179**
 - \$179: Redistribute funds for various needs

The net effect of these expenditure amendments is zero on the fund balance.

Administrative Recommendation(s):

Approve amendments as presented.

2022-23 Budget Amendment Proposed For Adoption By The Board Of Trustees

Belton ISD - March 27, 2023

Function	General Fund			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
REVENUES				
Local	\$ 52,628,055	\$ 52,638,055	-	\$ 52,638,055
State	82,415,364	82,415,364	-	82,415,364
Federal	2,500,000	2,500,000	-	2,500,000
	137,543,419	137,553,419	-	137,553,419
EXPENDITURES				
11 Instruction	77,884,889	77,600,257	(159)	77,600,098
12 Library & Media Services	1,635,994	1,642,994	-	1,642,994
13 Curriculum & Staff Development	4,639,524	4,660,414	-	4,660,414
21 Instructional Leadership	2,396,245	2,386,245	4,750	2,390,995
23 School Leadership	8,452,199	8,460,657	(20)	8,460,637
31 Guidance and Counseling Services	6,387,087	6,387,580	-	6,387,580
32 Social Work Services	176,983	386,550	-	386,550
33 Health Services	2,291,027	2,291,027	-	2,291,027
34 Student Transportation	5,562,309	5,562,309	-	5,562,309
35 School Nutrition	-	-	-	-
36 Co-curricular Activities	6,342,989	6,398,699	-	6,398,699
41 General Administration	4,341,086	4,341,086	(4,750)	4,336,336
51 Facilities Maintenance & Operations	14,488,859	14,488,873	179	14,489,052
52 Security and Monitoring	1,959,266	1,961,766	-	1,961,766
53 Data Processing Services	4,265,810	4,265,810	-	4,265,810
61 Community Services	5,000	5,000	-	5,000
71 Debt Service	-	-	-	-
81 Facilities Acquisition & Construction	-	-	-	-
93 Payments to fiscal agent	-	-	-	-
95 Payments to JJAEP	15,000	15,000	-	15,000
97 Tax Increment	250,000	250,000	-	250,000
99 Other Intergovernmental Charges	662,818	662,818	-	662,818
Total Expenditures	141,757,085	141,767,085	-	141,767,085
Revenues Over (Under) Expenditures	(4,213,666)	(4,213,666)	-	(4,213,666)
Other Resources	-	-	-	-
Other Uses	-	-	-	-
Budgeted/Estimated Change in Fund Balance	\$ (4,213,666)	\$ (4,213,666)	-	\$ (4,213,666)

Budget amendments for these funds are required to be adopted by the Board of Trustees.

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Expenditures over \$50,000

Contact Person: Melissa Lafferty

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

Board Policy CH(LOCAL) requires that any single, budgeted purchase of goods or services that costs \$50,000 or more shall require Board approval before a transaction may take place. The following list of proposed purchases is submitted for your consideration:

Raba Kistner, Inc. for Construction Materials Testing, Hubbard Branch Elementary

Construction Materials Testing (CMT) focuses on the quality and suitability of materials used in construction, as well as the quality of workmanship. Included are testing structural materials used to build new projects from the ground up, materials and components used to construct new additions, or new components being added to an existing facility. Raba Kistner Inc. is an approved vendor through an RFQ process. The cost for these services will not exceed \$195,000 and will be paid from the 2022 bond funds.

KYA Services for Playground Fall Protection

KYA Group has been selected to install the third phase of playground renovations designated in the 2022 BISD Bond Proposition A. Phase three focuses on accessibility through ADA-compliant fall protection at elementary campus playgrounds. Playground equipment improvements at the Belton Early Childhood Center and Tarver Elementary are also included in the scope of work. KYA Group is a participating Buy Board vendor. The total cost for the renovations is \$2,598,479. Funds for this expenditure have been allocated in the 2022 bond funds.

Epic Solar for Protective Window Film

Epic Solar has been selected to install 3M Ultra 800 Protective Window Film on all campus exterior entrances and any adjacent windows. The protective film meets the

TEA School Safety Standard Rule and TEA additional school safety recommendations. Epic Solar participates in the TIPS Cooperative Contract. The total cost of the project will not exceed \$520,000 and will be paid from the School Safety Standards Grant.

Mission Restaurant Supply Equipment

Mission Restaurant was awarded the RFP for kitchen equipment at the February 20, 2023, board meeting. The estimated total expenditure is \$392,000 and includes installation and removal of old equipment. The cost of the equipment will be paid from the school nutrition fund budget to spend down the excess fund balance that is not compliant with the National School Lunch Program (NSLP).

A list of campuses and equipment is listed below:

Belton Early Childhood	Pass-thru refrigerator & milk cooler
Chisholm Trail Elementary	Combi-oven
Lakewood Elementary	Convection steamer
Miller Heights Elementary	Combi-oven
Southwest Elementary	Pass-thru refrigerator, dishwasher & pass-thru heated cabinet
Sparta Elementary	Convection steamer & reach in heated cabinet
Belton Middle School	Combi-oven
Belton High School	Roll-thru refrigerator & reach in freezer
Belton New Tech @ Waskow	Convection steamer & combi-oven

Secured Mobility Smart Tag

Smart Tag is designed to ensure authorized ridership and improve the safety and security of students using school bus transportation. Smart Tag supplies are purchased from Secured Mobility, a participating Buy Board vendor. The total cost of badge supplies purchased prior to the beginning of the next school year is approximately \$56,200. Funds for this expenditure have been allocated in the general fund budget.

Motor Lab Supplemental Materials

Fun N Function has been selected to provide supplemental materials to address student sensory motor needs. They also provide design team rooms and teacher training. These materials will enhance existing motor labs at multiple campuses and support both special education and general education students. The total cost is \$62,349 and funded from the Autism Grant.

Fiscal Implications:

Raba Kistner and KYA will be paid from 2022 bond funds. Epic Solar will be paid from the School Safety Standards Grant. Mission Restaurant Supply equipment will be paid from the school nutrition fund. Secured Mobility Smart Tag supplies will be paid with funds allocated in the 2022-2023 general fund budget. Fun N Function will be paid with Autism Grant funds.

Administrative Recommendation(s):

Approve the requested expenditures.

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: RFP #2212-450-301 for Classroom Instructional Materials, Supplies & Equipment (Supplemental II)

Contact Person: Tammy Shannon

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

RFP #2212-450-301 for Classroom Instructional Materials, Supplies & Equipment (Supplemental II) was posted on December 11, 2022. This proposal allows the purchase of goods and services on an as-needed basis. Pursuant to Section 2252.908 of Government Code, HB 1295 form has been received and will be acknowledged on the Texas Ethics Commission website.

Fiscal Implications:

Funds for Classroom Instructional Materials, Supplies & Equipment are allocated in the annual budget.

Administrative Recommendation(s):

Approve the vendor list for Classroom Instructional Materials, Supplies & Equipment. This contract is effective April 1, 2023, through March 31, 2024 and will automatically renew for one (1) additional year.

**Classroom Instructional Materials, Supplies and Equipment
(Supplemental II)
RFP #2212-450-301**

ABC-CLIO, LLC	Texas Motion Sports
ACCO Brands USA LLC	thinkLaw
AccuCut LLC	Valley Speech Language and Learning Center
Acorn Naturalists	
Arbor Scientific	
Bilingual Dictionaries, Inc.	
Carson Dellosa Education	
Colibri System	
Constructive Playthings	
DrumFIT USA	
ExploreLearning, LLC	
Gravitas Publications, Inc.	
Heggerty Phonemic Awareness	
Hobby Lobby Stores, Inc.	
Istation	
Just Right Reader, Inc.	
Kodo Kids	
Language Circle Enterprises, Inc.	
MAC Academy Workbooks	
Math & Science Cut Ups	
Math Stackers, Inc.	
MindPlay Education, LLC	
Mountain Math/Language	
N2y, LLC	
National Autism Resource, LLC	
National Inventors Hall of Fame, Inc.	
North Star Editions	
Penn State Industries	
Perfection Learning Corporation	
Prestwick House, Inc.	
Pro-Ed, Inc.	
Read Naturally, Inc.	
Really Great Reading Company, LLC	
SchKIDules, LLC	
Stages Learning	
Stukent, Inc.	
Sweet Pipes	
Teacher's Tools	

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: RFP #2211-150-293 for Athletics Equipment and Supplies

Contact Person: Tammy Shannon

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

RFP #2211-150-293 for Athletics Equipment and Supplies was posted on November 27, 2022. This proposal allows the purchase of goods and services on an as-needed basis. Pursuant to Section 2252.908 of Government Code, HB 1295 form has been received and will be acknowledged on the Texas Ethics Commission website.

Fiscal Implications:

Funds for Athletics Equipment and Supplies are allocated in the annual budget.

Administrative Recommendation(s):

Approve the vendor list for Athletics Equipment and Supplies. This contract is effective April 1, 2023, through March 31, 2024, with four (4) automatic renewals one year at a time.

Athletics Equipment and Supplies
RFP #2211-150-293

Advanced Exercise	Nasco
Airborne Athletics	National Archery in the Schools
Alert Services	Program
Athletic Supply, Inc	No Ego, Inc.
Au Concepts & Designs	Oates Specialties, LLC
Bench Daddy, LLC	PepWear, LLC
Big Game USA	Pioneer Athletics
Bill Fritz Sports Corp.	Porta Phone Co.
BSN Sports, LLC (Varsity Brands	Power Lift
Holding Co., Inc.)	Power Systems, LLC
BSN Sports, LLC dba US Games	Pro-Fit Race Timing
Centex Recognition	Quill
Champion Teamwear	Recreonics, Inc.
Cheerleading Company, Inc.	Riddell
Coastal Enterprises	S&S Worldwide
Colorado Time Systems	Sammons Golf Course
Concourse Team Express, LLC	School Health Corporation
D&J Sports	School Specialty, LLC
Designs from the Hart Custom Screen	Shoot A Way, Inc.
Printing	Speed Stacks, Inc.
Destro Machines, LLC	Sportdecals, Inc.
Discount Dance, LLC	Stonetree Golf Club
DJO Global, Inc.	Swim Shops of the Southwest
Dufflebags.com	Team Go Figure
Dynamic Fitness & Strength LLC	Texas Elite Pole Vaulting
Educators Depot, Inc.	Texas Motion Sports
EZ Flex, LLC	Texas Music Festivals Enterprise, Inc.
Fitness Superstore, Inc.	The Soccer Corner
Frisco Sports Center	Tote Unlimited
Fun and Function	Westcom Wireless, Inc.
Getpoms.com	Xtreme Swim, Inc.
Global Industrial	Yune Yoga
Golf Team Products	
Healy Awards, Inc.	
Image Maker 4u, Inc.	
IRC Team Sports	
Johnson Fitness & Wellness	
Korney Boards Aids, Inc.	
Lisco Sports	
Medco Supply Company	
Medicalshop, Inc.	
MFAC, LLC	

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: RFP #2302-750-302 for Network Equipment and Services (E-Rate Cat 2)

Contact Person: Shad McGaha

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

RFP #2302-750-302 for Network Equipment and Services was posted on February 9, 2023. The purpose of this RFP is to purchase the internal network equipment, battery backups and installation of the equipment for Burrell Elementary and Hubbard Branch Elementary. The district has applied for E-rate funding and will receive a 60% discount, if awarded.

The following vendors submitted proposals and were evaluated by a committee:

Red River Technology
Resilient Intelligent Networks
TFE
Wirestar Networks

Fiscal Implications:

The cost of the equipment and installation will be paid from the 2022 bond funds. The total cost of \$528,401 does not include the E-rate discount.

Administrative Recommendation(s):

Approve the proposal from Red River Technology at a total cost of \$528,401.

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Renewal of Temple ISD Deaf Shared Services Agreement

Contact Person: Jennifer Ramirez

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD vision.

Background Information:

Districts in the surrounding areas, to include Belton ISD, are members of a Shared Service Agreement (SSA) with Temple ISD to cooperatively operate their special education programs under the authority of Education Code Section 29.007 as the TEMPLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (TRDSPD). In this SSA, Temple ISD provides legally required special education and related services to eligible students with hearing impairments in the Belton district.

Fiscal Implications:

Belton ISD will pay Temple ISD for the services provided by the TRDSPD to eligible students in Belton ISD as agreed upon in the shared services agreement.

Administrative Recommendation(s):

Approve the attached SSA as presented.

SCHOOL YEAR: 2023-2024

TEMPLE INDEPENDENT SCHOOL DISTRICT REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF SHARED SERVICES ARRANGEMENT AGREEMENT

ACADEMY INDEPENDENT SCHOOL DISTRICT, BELL COUNTY SPECIAL EDUCATION COOPERATIVE (Bartlett Independent School District, Holland Independent School District, Troy Independent School District, and Rogers Independent School District), BELTON INDEPENDENT SCHOOL DISTRICT, GATESVILLE INDEPENDENT SCHOOL DISTRICT, HEART OF TEXAS COOPERATIVE FOR EXCEPTIONAL CHILDREN (Bruceville-Eddy Independent School District, Crawford Independent School District, McGregor Independent School District, Moody Independent School District, Oglesby Independent School District, and Valley Mills Independent School District), SALADO INDEPENDENT SCHOOL DISTRICT, and TEMPLE INDEPENDENT SCHOOL DISTRICT (Member Districts) hereby agree to cooperatively operate their special education programs as the TEMPLE REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“TRDSPD”). Member Districts agree that:

1. General Covenants and Provisions

- 1.1. The purpose of this Agreement is to create a cooperative agreement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the TRDSPD catchment area. It is agreed and understood that any student who has a hearing impairment which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the TRDSPD, subject to the ARD committee recommendations.
- 1.2. The Member Districts do not intend, by entering this agreement, or otherwise, to create a separate or additional legal entity.
- 1.3. The TRDSPD’s administrative offices will be located in the assigned Fiscal Agent district (currently Temple Independent School District in Temple, Texas).
- 1.4. The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act; Chapter 29 of the Texas Education Code; Chapter 30 of the Texas Education Code; implementing regulations for all applicable statutes; and the TRDSPD procedures approved by all Member Districts.
- 1.5. Policies and/or operating guidelines inconsistent with the provisions herein shall be ineffective.
- 1.6. All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, DHH or Deaf and Hard of

Hearing, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review, and Dismissal Committee.

2. Management

- 2.1. The TRDSPD shall be governed by the Management Board comprised of the Special Education Directors/Coordinators for the participating Member Districts or their designees. Such Management Board will meet as needed, at least annually, to review the administration and operation of the shared services agreement. Special Education Directors/Coordinators will keep their respective Member District boards advised of the Management Board's activities.
- 2.2. The TRDSPD, through its Board-approved budget and the authority of the Fiscal Agent, may purchase goods and services necessary to administer and operate the TRDSPD.
- 2.3. The Special Education Director of the Fiscal Agent District shall serve as the Chairperson of the TRDSPD Board and shall preside over any meetings of the TRDSPD Board.
- 2.4. The Management Board shall elect a Secretary. The Secretary will record and prepare the minutes of each Board meeting and retain the relevant records in a safe place.
- 2.5. Each member of the Management Board shall have one vote, and all action taken shall be by majority vote with a quorum present.
- 2.6. Special meetings may be called by the Chairperson. Members of the Management Board may submit requests for special meetings to the Chairperson. The Chairperson shall regularly schedule board meetings, of which there shall be at least one (1) per school year.
- 2.7. Any non-member independent school district may request to obtain educational services from the TRDSPD by making such request in writing to the Management Board and agreeing in writing to be responsible for all charges incurred for any services provided at the customary and usual rates charged by the TRDSPD. The Management Board is authorized to make decisions regarding the approval and dismissal of non-member requests. Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement include, but are not limited to: (1) the type of services needed; (2) whether additional TRDSPD staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other shared services arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of such student to TRDSPD as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by TRDSPD in providing educational services to such student; and (7) whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by such student or his or her parents.
- 2.8. Requests for membership in the TRDSPD shared services arrangement will be approved based on a majority vote of the TRDSPD Board.
- 2.9. The TRDSPD Board may, by majority vote of its membership, revoke the membership of a Member District for non-compliance with the terms of the Agreement or for non-compliance with the policies and procedures of the TRDSPD. A District whose membership is revoked is not entitled to any distribution of funds or property.

3. Personnel

- 3.1. The chief administrator of the TRDSPD will be the Fiscal Agent's Special Education Director. The Director shall serve under a contract with the Fiscal Agent District and be subject to the personnel policies of the Fiscal Agent District.
- 3.2. The Fiscal Agent District is responsible for employing and dismissing both centralized and itinerant staff as determined by the general policies of the Fiscal Agent District. Member District input regarding employee performance will be considered.
- 3.3. Any hearing on an employee grievance, termination, or nonrenewal is the responsibility of, and will be held in accordance with the policies of the Fiscal Agent.
- 3.4. The Special Education Director of each Member District shall serve as deputy officers for public records for purposes of the Texas Public Information Act and the Local Government Records Act for matters pertaining to the district each deputy represents.
- 3.5. Personnel assigned to a Member District, with Management Board approval, shall serve under contract to that district and are subject to that district's personnel policies. Personnel who serve more than one Member District, (itinerant personnel) must be employed by one Member District, and serve other Member Districts with Management Board approval, but remain subject to the personnel policies of the employing Member District.
- 3.6. Each Member District shall be responsible for adopting a salary schedule for program personnel assigned to said district. The TRDSPD shall provide funding for salaries in accordance with the TEA Funding schedule and to the extent such funding allows.
- 3.7. TRDSPD personnel (consultants) are assigned to provide district services to eligible students who reside within the boundaries of the Member Districts. Consultants are employed by and serve under contract to the Fiscal Agent and are subject to the Fiscal Agent policies.

4. Fiscal Agent

- 4.1. TEMPLE INDEPENDENT SCHOOL DISTRICT will serve as the Fiscal Agent of the TRDSPD. TEMPLE INDEPENDENT SCHOOL DISTRICT acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.
- 4.2. Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Temple ISD Board. The Fiscal Agent shall provide accounting services, reports, TRDSPD records, suitable facilities for special education administrative and support staff, and shall perform any other responsibilities required by TRDSPD staff.
- 4.3. The Fiscal Agent will account for salaries and expenses of personnel, TRDSPD operating expenses, IDEA-Part B funds, Elementary and Secondary Education Act funds, and any other funding received for the purpose of furthering this program. The Fiscal Agent will maintain personnel records and payroll systems for all TRDSPD staff.
- 4.4. The Fiscal Agent will prepare and submit, on behalf of the TRDSPD, any reports or applications required by federal or state law or Temple ISD policy, including fiscal reporting through PEIMS 032 and 033 records.
- 4.5. The Fiscal Agent may negotiate contracts with outside service providers for special education and related services for students with disabilities in accordance with law and

Fiscal Agent policies. The Fiscal Agent shall require ADA compliance by each service provider, when necessary or required by law.

- 4.6. Any assets purchased with TRDSPD funds will be owned by the TRDSPD. Any assets owned by a Member District and provided for the use of TRDSPD student(s) shall remain the property of the Member District.
- 4.7. The Fiscal Agent must notify other Member Districts of any intention to withdraw as Fiscal Agent of the TRDSPD by January 1 preceding the end of the last fiscal year it intends to serve as Fiscal Agent. After a satisfactory independent audit for the TRDSPD's accounts, the transfer of the Fiscal Agent status will become effective July 1.
- 4.8. Should the Fiscal Agent cease to serve, for any reason, the TRDSPD Management Board will appoint another Member District as Fiscal Agent.

5. General Obligations for Member Districts

- 5.1. Member Districts agree that funds assessed under TRDSPD policies or other legal requirements will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent.
- 5.2. Costs of residential placement for any student shall be the sole responsibility of the Member District legally required to provide residential placement services, with no joint liability of Member Districts.
- 5.3. Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the TRDSPD operations.
- 5.4. Should a Member District elect to terminate any or all services provided by the TRDSPD, written notice shall be provided to the Fiscal Agent by December 1 of the prior year. Request for reinstatement of services shall be submitted by December 1 of the year prior to reinstatement. Upon full withdrawal, the Member District shall return any materials or equipment purchased with TRDSPD funds to the TRDSPD administrative offices. The withdrawing District is not entitled to any other distribution of funds or property.
- 5.5. All Member Districts must provide a PEIMS 011 record as required by the Texas Education Agency.
- 5.6. Member Districts are ultimately responsible for the education of all students with auditory impairments within its district boundaries whether the child is served in the local program, the TRDSPD, or other placements. Such responsibility includes the provision of any related services as determined necessary by the ARD committee. The Member District will also be responsible for conducting diagnostic and evaluation services if the student receives deaf education and instruction on an itinerant basis from the Member District. Deaf instruction and services will be provided by the Temple ISD RDSPD.
- 5.7. Each Member District shall be responsible for the employment of interpreters or classrooms aids serving deaf or hard of hearing students attending school in the Member District.
- 5.8. Assistive technology devices will be purchased for students attending the TRDSPD if such devices have been identified by the student's ARD committee as necessary for the provision of a free appropriate public education to the student. The TRDSPD will work with Member Districts to support the evaluation and identification of assistive technology for students receiving services in the Member District. If the TRDSPD has appropriate assistive technology equipment to lend to a Member District, the Member District may apply for such equipment in accordance with TRDSPD procedures. If assistive technology

equipment is not available through the TRDSPD, it is the Member District's responsibility to purchase assistive technology to meet the student's needs.

6. Fiscal Practices

- 6.1. Administrative costs, including, but not limited to, all costs and salaries related to the supervisor, classroom teachers, itinerant teachers, interpreters, classroom aides, and Regional Day School office staff, as well as any uncontrollable costs, incurred by the TRDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among the Member Districts based on the number of students being served by the TRDSPD from each Member District. The number of students being served will be determined by the October PEIMS count, the Friday of the first week of January, and March 31st of the current school year.
- 6.2. Costs will be billed to Member Districts based on a 2 tier formula determined by the level of service (consult or ECI, Direct or Cluster) by April 15 of the current school year and shall be divided among the Member Districts based on the number of students being served by the TRDSPD from each Member District. Each Member District shall remit these costs to the TRDSPD June 1 of the current school year.
- 6.3. Students served under 504 will be charged .25 per student of the total enrolled.
- 6.4. Member Districts will be notified in writing when the estimated entitlement figures are known by the Texas Education Agency, if excess costs are to be charged back to Member Districts and what the maximum total of their shared costs are estimated to be.
- 6.5. A Member District shall not be responsible for any costs associated with the TRDSPD unless such Member District has a student receiving services from the TRDSPD.
- 6.6. Districts with students receiving itinerant services through the TRDSPD shall remit state deaf funds to the Fiscal Agent district. Member Districts whose students are served in the Temple Independent School District shall remit to the Temple Independent School District state and federal deaf funds, as well as ADA.
- 6.7. The TRDSPD's accounts will be audited annually by the independent auditor for the Fiscal Agent at Fiscal Agent's expense.

7. Educational Services

- 7.1. The TRDSPD shall provide educational services to students who meet the conditions to qualify as auditory impaired and who attend TRDSPD. The services will be provided along a continuum, ranging from total integration into general education with supportive services to full-day specialized classes. Services may include deaf education instruction and support, and mainstream support, as well as necessary services for the student's participation in school sponsored extracurricular activities. Diagnostic and evaluation services shall be provided by the TRDSPD only for students in attendance at the TRDSPD.
- 7.2. Related services shall be provided in accordance with state and federal rules and regulations governing special education. The ARD committee shall determine student needs and appropriate related services. Related services not directly related to auditory impairment (for example, counseling, physical therapy) shall be the responsibility of the student's home district.
- 7.3. The Fiscal Agent District will provide related services to Medicaid-eligible students attending the TRDSPD, assuming proper consent for Medicaid services has been obtained

from the parent. Otherwise, the Member District responsible for the student must reimburse the Fiscal Agent District for any related services provided to the student by the Fiscal Agent District.

8. Legal Responsibilities

- 8.1. Except as otherwise provided herein, the Member District wherein the student is enrolled shall be solely responsible for the provision of a Free Appropriate Public Education (“FAPE”).
- 8.2. The Member District where a student resides is responsible for legal costs, court costs, and attorney’s fees resulting from litigation involving that student.
- 8.3. If the TRDSPD or the Fiscal Agent is named a party in a legal action as a result of its involvement as or with the TRDSPD, all costs associated with the TRDSPD or the Fiscal Agent’s legal defense, settlement, and/or judgment shall be paid by the student’s home Member District.
- 8.4. Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the District has a contract or with whom the District has an employment relationship. All hearings related to the employee grievances, terminations, or nonrenewal of TRDSPD staff members will be held in accordance with the policies of the Fiscal Agent.
- 8.5. The legal responsibilities stated herein shall survive the expiration of the contract should litigation arise from events that occurred during the term of the contract.
- 8.6. The Member Districts agree to negotiate in good faith to resolve any dispute related to this Agreement. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute who shall share the cost of mediation services based upon an equal split between the parties.
- 8.7. Each Member District bears its own risk of loss. “Loss” includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys’ fees, and settlement costs.
- 8.8. Each Member District will insure its owned or leased vehicles used in the transportation of students with disabilities for the statutory maximum limits of school district liability for motor vehicle accidents.

9. Transportation

- 9.1. Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.
- 9.2. It is agreed that in the event a student’s placement in the Texas School for the Deaf (TSD) is requested by a Member District and granted by the student’s ARD Committee, then any and all transportation costs will be the responsibility of the Member District where the student resides.

10. Dissolution

- 10.1. Dissolution of the TRDSPD will require the affirmative vote of a majority of the Member Districts. Upon dissolution, unexpended federal funds contributed by a Member District shall be returned to that Member District. Any assets owned by a Member District and provided for the use of TRDSPD student(s) shall remain the property of the Member

District and shall be returned upon dissolution. All property purchased with TRDSPD funds will become the property of the successor RDSPD to which services will transfer at the time of dissolution. If there is no successor RDSPD, assets will be distributed to Member Districts on a fair and equitable basis agreed upon at the time of dissolution. The dissolution will take effect at the end of the fiscal year in which the vote to dissolve passes.

11. The Agreement

- 11.1. This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this Agreement.
- 11.2. This Agreement will supersede all previous agreements among the parties in relation to the operation of the TRDSPD and responsibilities under any prior TRDSPD agreement.
- 11.3. This Agreement will apply to and bind the representatives and successors in interest of the parties to this Agreement.
- 11.4. This Agreement is governed by the laws of the State of Texas.
- 11.5. If any provision of the Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of the Agreement will remain in effect.
- 11.6. Citations of any references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.
- 11.7. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- 11.8. Per approval by the Board of Trustees of each Member District, the Special Education Director of each Member District will act as the Board Designee for purposes of approval of this Agreement.
- 11.9. It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

ACADEMY INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

BELTON INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

GATESVILLE INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

SALADO INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

TEMPLE INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

BELL COUNTY SPECIAL EDUCATION COOPERATIVE

BARTLETT INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

HOLLAND INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

ROGERS INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

TROY INDEPENDENT SCHOOL DISTRICT

Board President or Designee

Date

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Renewal of Memorandum of Understanding for OnRamps with the University of Texas at Austin

Contact Person: Tiffany Sommerfeld

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 2: Ensure exceptional learning experiences for each and every student.

Background Information:

Belton ISD provides a variety of opportunities for high school students to earn college credit while in high school, commonly referred to as dual credit or dual enrollment. With approval of the attached agreement with the University of Texas, this will allow Belton ISD students at the high schools to take dual enrollment courses through the OnRamps program. For the 2023-2024 school year, we will offer Pre-Calculus, US History, and Rhetoric & Writing.

House Bill 1638 (85th Legislature) requires all dual credit programs to establish a Memorandum of Understanding (MOU) between the institution of higher education (IHE) and ISD that details the terms of the partnership. The MOU or articulation agreement must include the following:

- A description of how the goals of the dual credit program align with the statewide goals;
- A course equivalency crosswalk or other method of equating high school courses with college courses that identifies the number of credits that may be earned for each course completed through the dual credit program;
- A description of the academic supports and guidance that will be provided to students participating in the dual credit program;
- A description of the ISD and IHE respective roles and responsibilities in providing for and ensuring the quality and instructional rigor of the dual credit program; and
- A description of the sources of funding for dual credit courses offered under the program including, at a minimum, the sources of funding for tuition, transportation, and any required fees or textbooks for students participating in the dual credit program.

The MOU between Belton ISD and UTA meets these requirements.

Policy EHDD(LEGAL) requires Board approval of all dual credit agreements. Attached for your consideration are:

- Memorandum of Understanding, The University of Texas at Austin Regarding On-Ramps, 2023-2024.

Fiscal Implications:

None

Administrative Recommendation(s):

Approve the agreements as presented.

**Interlocal Agreement
Between
The University of Texas at Austin
and
Belton ISD**

FOR THE 2023-2024 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2023, is entered on the Effective Date by Belton ISD (BISD) and The University of Texas at Austin (“UT Austin”), on behalf of its OnRamps program, collectively referred to as the Parties.

Contracting Parties:

Receiving Party (BISD)
Belton ISD
401 N Wall St
Belton, TX 76513

Performing Party The University of Texas at Austin
OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712

WHEREAS, UT Austin and BISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and simultaneously receive academic credits from UT Austin and their BISD high school(s).

WHEREAS, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Interlocal

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

2. Nature of OnRamps

UT Austin and BISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from BISD and college credits from UT Austin through a distance education course.

BISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, BISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at BISD.

3. Fees and Payments

Enrollment Fees:

The cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for BISD will be defined on a per-student, per-course basis.

BISD is paying a subsidized rate. Subject to available funding, during the 2023-2024 school year, the fee of \$249 (or \$199 for students identified by TEA as eligible for free or reduced-price meals or other economic disadvantage), per student and per course is subsidized to \$149 (or \$99 for students identified by TEA as eligible for free or reduced-price meals or other economic disadvantage). Enrollment cost subsidies are paid for by OnRamps and applicable state appropriations. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the enrollment census date which will be determined and communicated on or before June 1, 2023. The program fee includes access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student is not eligible to earn college credit in the course.

Professional Learning and Development (PLD) Fee:

The cost of OnRamps professional learning and development will be assessed on a per-teacher basis according to the fee schedule in Exhibit C. This fee includes professional learning and development services, course materials, technology tools, and technical assistance required for implementation during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, virtual learning modules, virtual communities of practice, professional development assignments, and access to individual virtual coaching. If BISD or the BISD high school teacher joins after the conclusion of Summer PLI, the total fee is still required based upon the status of the teacher at student census.

The Professional Learning Development fee does not include lodging, transportation, or teacher substitute cost. If a PLI is held in person, a lodging fee may be charged in addition to the PLD fee.

BISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin
OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by BISD and OnRamps. BISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

4.1 Responsibilities of OnRamps

Enrollment and Records

- A. Provide an online registration process for high school students to enroll in OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal).
- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to UT Austin and BISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades on UT Austin transcripts for students who are eligible for and accept college credit for the distance college course.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

Curriculum and Instruction

- E. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume oversight of distance college courses.
- F. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).
- G. Administer OnRamps distance college courses via a dual enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or year-long courses.
 - a. Semester-long and year-long course college enrollment information

- i. Students must complete a series of required assignments and summative assessments as published in the college syllabus that are designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to earn college credit.
 - ii. Students must earn a passing grade (D- or above) on the designated portion of the course determined by the UT Austin Instructor of Record to be eligible to earn college credit in the OnRamps distance college course.
 - iii. Eligible students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - iv. College credits earned and accepted by eligible students are reported to the University Registrar for official transcription.
 - v. Eligible students who accept college credit will have an official UT Austin transcript showing the letter grade earned in the course.
 - b. Additional year-long course college enrollment information
 - i. A student who does not earn a passing grade (D- or above) at the point of eligibility determination may be determined to be eligible if the student meets the Texas Success Initiative (TSI) exemption criteria for that course. TSI exemption criteria are detailed in each college course syllabus for which TSI exemption may be used.
- H. Provide technology and support services necessary for teaching and learning in OnRamps courses and program implementation:
 - a. Maintain servers operated by or hosted on OnRamps's web-based Canvas LMS.
 - b. Provide access and training on the Canvas LMS for every OnRamps student to access course content and instructional experiences.
 - c. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum when that support is not provided through Canvas LMS.
 - d. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments in Rhetoric 306 and Rhetoric 309J.
 - e. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
 - f. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
 - g. Provide information on procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Professional Development and Support

- I. Deliver professional learning to BISD teachers who implement the OnRamps course. Teachers implementing an OnRamps course are required to participate in and complete all OnRamps professional learning and development program components.

- a. 2023 Summer PLI will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
- b. Academic year PLIs will consist of two one-day PLIs for new and returning participating teachers delivered virtually during the fall and spring semesters. OnRamps may also provide optional in-person PLI sessions at pre-determined regional sites. BISD teachers are required to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- c. Virtual conferences for implementing BISD new and returning teachers held up to eight times per year.
- d. BISD teacher participants will be credited with continuing professional education hours for the hours of documented attendance.
- J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to BISD and its administration based on advance scheduling and availability of OnRamps staff.
- K. Deliver in-person or virtual presentations and/or workshops to BISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success based on advance scheduling and availability of OnRamps staff.
- L. OnRamps will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
- M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
- N. Provide virtual coaching access to each OnRamps high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as BISD high school teachers and administrators. OnRamps will provide updates through regularly identified reporting schedules to the identified BISD Main Contact and, as needed, regarding the status of OnRamps course and professional learning and development implementation, based on regular review of program data, including communication with the OnRamps BISD high school teacher(s) and student performance and engagement data.
 - a. OnRamps staff will inform BISD administration of any serious concerns regarding BISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If BISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
 - b. A BISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided individual coaching and support as available through the course staff, OnRamps

PLIs, a virtual community of practice, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps' sole discretion, OnRamps will notify BISD, who will use its best efforts to identify an alternate high school teacher, and BISD will work with OnRamps to continue implementation of the course with the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.

- c. Should OnRamps deem an OnRamps BISD high school teacher as not compatible with or not in the best interest of the program in OnRamps' sole discretion, OnRamps will notify BISD who will work with OnRamps to continue the course through an alternate teacher.
- d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of the OnRamps program must inform the BISD district contact.

Extended Student Absences [subject to BISD policies]

- P. In a case where a student is removed from their home campus and assigned to an alternative campus the BISD point of contact, campus principal and/or the high school teacher of the campus must notify the OnRamps Associate Director for Partnerships or the OnRamps help desk known as "OnRamps Support". Information needs to include the length of the placement to determine if the student will continue in the enrolled OnRamps course. If the alternative placement is longer than seven (7) school days, then the following is required:
- a. The administrator, OnRamps BISD high school teacher, and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - i. If this occurs prior to the identified course census date, then the BISD will not be invoiced for this student.
 - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.

- Q. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the BISD point of contact, campus principal and/or the high school instructor must notify the OnRamps Associate Director of Partnerships or OnRamps Support immediately to determine if eligibility for enrollment may continue, which decision will be made by OnRamps on its sole discretion.

4.2 Responsibilities of BISD [subject to BISD policies and applicable law]

- A. Implement one or more OnRamps courses.
- a. Assign a(n) BISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for BISD administration with OnRamps staff.
 - i. This BISD contact will provide up-to-date contact information for BISD and its campus administration. In the event there is a change in administration at BISD or at its campuses, the BISD contact will update the OnRamps Portal.
 - b. OnRamps syllabi and course content may not be used to satisfy the requirements for third party evaluation, including AP curriculum.
 - c. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identities, the UT Austin Department of Rhetoric and Writing:
 - i. Prohibits the OnRamps courses from being offered as an AP English course.
 - ii. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternatively, a teacher may have 60 students distributed in three (3) or more sections. With approval, the cap of 60 students may be exceeded in exceptional circumstances at OnRamps' sole discretion.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), consistent with BISD policies.
- a. Minimum requirements for all OnRamps BISD high school teachers include:
 - i. Bachelor's degree in the discipline or a related field.
 - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
 - iii. Completed annual OnRamps teacher application.
 - iv. Obtain a UT EID in order to access Canvas LMS, the OnRamps Portal, and other systems required for implementation of the OnRamps program. OnRamps will provide the designated OnRamps teacher privileged access to student information and other systems through the UT EID. OnRamps may suspend, terminate, or revoke OnRamps teacher access to its systems through the EID affiliation at OnRamps sole discretion. The EID affiliation with OnRamps will be revoked if this agreement is terminated or if an OnRamps BISD high school teacher can no longer complete the course.
 - v. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of FERPA training module provided by OnRamps. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. BISD high school teachers approved on a conditional basis

may be required to complete additional tasks. Any high school teacher who does not complete the required self-directed or Summer PLI tasks may not be eligible to implement an OnRamps course. The decision to admit or deny such teacher and any accompanying conditions will be determined by the Associate Director of Instructional Innovation and Implementation and Managing Director at their discretion.

- vi. Attendance and successful completion of Summer PLI, all required academic year PLIs, monthly virtual conferences or virtual learning modules, and professional development assignments.
 - 1. OnRamps BISD high school teachers must participate in the entire Summer PLI and complete all assigned work including pre-, during, and post-PLI.
 - 2. BISD teachers are required to participate in and fully complete both academic year PLIs in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI will provide up to eight hours of continuing professional education hours.
 - 3. Completion of the minimum requirements and number of virtual coaching uploads over the course of the academic year as described in the Instructor Handbook is required.
- vii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
- viii. Adhere to guidelines regarding OnRamps course content intellectual property. BISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
- ix. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS or designated platforms as specified in the OnRamps Technology Manual.
- b. Additional requirements for OnRamps returning BISD teachers include:
 - i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
- C. Ensure OnRamps BISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
 - a. Access to the OnRamps Portal and Canvas LMS. Participating BISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
 - b. Access to computer, internet, and URLs in approved allow lists, as specified by OnRamps, and adhere to requirements outlined in the most recent OnRamps Technology Manual.
 - c. Scheduled access to technology that meets the specifications defined by OnRamps for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).

- d. Graphing calculators or graphing calculator functions as specified in the most recent OnRamps Technology Manual.
 - e. Audio/visual projection and/or whiteboard.
 - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
 - g. Required lab materials for BIO 106M, CH 104M, CH 102N, GEO302E, and PHY 102M.
 - h. The Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps BISD high school teachers implement the program with fidelity, including the following requirements:
- a. Adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
 - b. Ensure students complete the OnRamps registration process and student orientation, including creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.
 - c. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - d. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
 - e. Participate in professional learning and development activities, including Summer PLI, academic year PLIs, video conferences, virtual learning modules, virtual communities of practices and uploads of classroom video, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the academic year PLIs, BISD agrees to pay the cost of substitute teachers for the days the teacher will attend the academic year PLIs.
 - f. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
 - g. Notify OnRamps of BISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- E. Ensure students register for OnRamps courses to meet program requirements, including:
- a. Recruit and approve students to participate in OnRamps courses.
 - b. Ensure students enrolled in the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
 - c. Ensure students complete the OnRamps registration process and student orientation, which includes creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.

- i. When a student enrolls in an OnRamps course past the census date, OnRamps will determine whether the student may enroll for the possibility of earning college credit based on the district's start date and a course-specific event-based deadline. If OnRamps determines that the student will be enrolled for high school credit only, the student will have access to course technology, but the student's enrollment will not be included in invoicing or reporting, and the student's enrollment will be indicated as High School Only in the OnRamps Portal.
 - d. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- F. Ensure accuracy of OnRamps student information, including:
 - a. Ensure student rosters accurately reflect students enrolled in OnRamps courses on the OnRamps census dates in fall and spring.
 - b. Submit student state IDs in accordance with communicated timeline.
 - c. Submit high school grades in accordance with the data sharing agreement schedule.
- G. Any person performing Services under this Agreement on behalf of BISD must be actively employed or eligible for employment by BISD and may not be on administrative leave. BISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If BISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

- A. BISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of the selected synchronous Summer PLI session. Late registration will be accommodated at the discretion of the Associate Director of Instructional Innovation and Implementation or Managing Director.
- B. New OnRamps BISD high school teachers must complete all components of Summer PLI including prerequisite self-directed modules, synchronous sessions, and compliance modules. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
 - a. The BISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
- C. Cancellation policy:

- a. All high school teachers must cancel their registration in writing at least one week prior to any in-person PLI or will pay 100% of fees for room/board and meals for which those charges apply, if applicable. BISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting and will pay such invoices within thirty (30) days.
 - b. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team via OnRamps Support in writing at least one week prior to the start of Summer PLI. The district contact may coordinate with OnRamps to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer PLI.
 - c. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps BISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated by OnRamps on a case-by-case basis.
- D. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, BISD will be:
- a. Charged the full fee based on whether they are new or returning, for Summer PLI.
 - b. All materials provided to BISD for the course must be returned to OnRamps within 30 days.

6. Educational Records and Data Sharing

- A. BISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of the OnRamps program consistent with FERPA, as well as applicable UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to BISD and for BISD's accountability reporting purposes, OnRamps requires specific student information from BISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.
- B. Following UT Austin's Institutional Review Board standards and policy, as applicable, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and BISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student accommodations under IDEA and/or Section 504; 3) to facilitate early intervention and support student success; 4) pertaining to whether college credit is earned, accepted, and/or declined; 5) to facilitate accurate recordkeeping; and 6) to address academic integrity issues. If either party obtains access to BISD and/or UT

Austin records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access consistent with FERPA.

7. Governmental Function, Immunity, Record Protection, and Criminal History

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Interlocal Cooperation Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on BISD or UT Austin not otherwise permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.).

8. Indemnity

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9. Term and Termination

This Agreement is effective on June 1, 2023, no matter the date fully executed by both Parties and covers a period beginning June 1, 2023 and ending August 31, 2024. This Agreement cannot be renewed or extended.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. BISD agrees any amounts owed for Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

10. Ownership of Intellectual Property

UT Austin and the OnRamps program shall solely own all intellectual property rights in or relating to OnRamps, including all written materials, study guides, course materials, syllabi, and assessments prepared under the program (“Materials”). Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, or works of authorship fixed in a medium of expression of any kind whether or not patentable, copyrightable, or eligible for registration as a trademark, as well as applications for any such rights. There are no implied licenses; BISD agrees and understands that it may not copy, modify, share, distribute, or display any Materials without the prior written permission of UT Austin and the OnRamps program.

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Notice to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

BISD at:

Belton ISD
401 N Wall St
Belton, TX 76513

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer
101 Inner Campus Dr, Ste 102
Austin, TX 78712

With a copy to:

OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

13. Venue; Governing Law

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

14. Mutual Negotiation

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

15. Amendment and Assignment

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

16. Survival

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

17. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

18. Access by Individuals with Disabilities

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

19. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or

delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

20. Signatory Representations

Receiving Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Receiving Party has been duly authorized to act for and bind Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party
Belton ISD

Performing Party
The University of Texas at Austin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundations of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introductory Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 106M	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Computer Science: Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Introduction to Economics	ECO 304K	ECON 2302	080	-	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: Preparation for Calculus	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing the Rhetoric of American Identities	RHE 309J	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
Belton ISD
AND
ONRAMPS
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, Belton ISD (BISD) agrees to provide individual student-level data to OnRamps at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. BISD hereby appoints OnRamps as a legitimate educational official of BISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, OnRamps hereby appoints BISD as a legitimate educational official of OnRamps in accordance with FERPA. OnRamps agrees to provide individual student-level data to BISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2024 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

BISD Designee for Student Data and OnRamps will coordinate data exchange for all OnRamps program participants for the 2023-2024 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2023 – July 2024	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the district portal will be limited to pre-identified campus and BISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Eligibility status • Eligibility letter grade • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade

		<ul style="list-style-type: none"> • Student qualifying status for OnRamps reduced course enrollment fee • Student qualifying status for accommodations under IDEA or Section 504 • Student orientation completion status
BISD	December 2023 – February 2024	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs.</p> <p>BISD will provide Student State IDs for all enrolled students.</p> <p>Based on the Student State IDs, the Texas Education Agency (TEA) identifies students who are eligible for a) free or reduced-price meals or b) other economic disadvantage criteria based on PEIMS data (codes 01, 02, or 99). OnRamps then applies the reduced enrollment fee to these students' enrollments.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
BISD	May 2024 – July 2024	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by BISD and OnRamps.

OnRamps endeavors that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. OnRamps further endeavors that the data elements will not be released to a third party without written parental or student (as applicable) consent.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure area and to prevent unauthorized access.

UT Austin will return to BISD and/or destroy all personally identifiable data when the study is complete.

3. Information shared with TEA

- Rosters of individual students, including student state ID, for all students enrolled in an OnRamps course at fall or spring census to determine student eligibility for reduced course fee, AND
- Rosters of individual students, including student state ID, for students who complete an OnRamps course for the purpose of calculating state accountability and other required state performance reporting and metrics.

Pursuant to Section 3.0, the following per-teacher fee will be assessed at the conclusion of Summer PLI. A professional learning and development fee will be assessed for teachers who are implementing one or more OnRamps courses at the time of student census but did not attend Summer PLI and for whom no prior fee was assessed. Individual situations not described below will be evaluated on a case-by-case basis.

OnRamps teachers may only implement a maximum of two 3-hour courses.

OnRamps teacher professional learning and development fees will be evaluated on an annual basis.

Instructor Status	Year Instructor First Implemented OnRamps Course(s)	Number of Courses Implemented in AY 2023-2024	PLI Fee Assessed for Instructor
New Instructor	2023-2024	One	\$850
Returning Instructor	2022-2023 or prior with no gap years	One	\$550
New Instructor for one course; Returning Instructor for one course	One course in 2023-2024; One course in 2022-2023 or prior with no gap years	Two	\$850
Returning Instructor for two courses	Two courses in 2022-2023 or prior with no gap years	Two	\$550

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Additions/Revisions/Deletions of (LOCAL) Policies Resulting from the Policy Review Sessions Conducted on March 8, 2022, with Drafts Prepared by TASB Policy Service – 2nd Reading

Contact Person: Matt Smith

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD vision.

Goal 2: Ensure exceptional learning experiences for each and every student.

Goal 3: Attract, retain, and support a world-class team of employees.

Goal 4: Develop a district-wide culture of value, support, and growth amongst all students and staff.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

In March, TASB Policy Service conducted an extensive review of Belton ISD’s policies which included administrative training and a review conducted with administrative staff. A one-hour Board training session on policy development and fundamentals was also conducted during a special meeting on March 8, followed by a second special meeting to discuss specific policies related to board operations and other policies presented for discussion.

As a result, TASB Policy Service has provided the District with a list of proposed policy changes to better reflect the District’s current practices, omit provisions that are no longer necessary in board policy, and align with current law. While there are 26 proposed policies, the administration plans to work through the list a few at a time over the course of the year.

The Policy Committee reviewed these policies on 1st reading at its meeting on Monday, March 6, 2023.

1. EHAD(LOCAL): Basic Instructional Program - Elective Instruction

The recommendation is to delete this policy.

Fiscal Implications:

None

Administrative Recommendation(s):

The Administration recommends that the Board delete policy EHAD(LOCAL) as recommended by TASB Policy Service resulting from the Policy Review Sessions conducted on March 8, 2022.

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Amend the Order of Election for the May 6, 2023 General Election

Orden Modificada de Elección De Síndicos el 6 de mayo para Elección en General

Contact Person: Matt Smith

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD Vision.

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Meta 1: Fortalecer y apoyar la participación de todas las partes interesadas en la búsqueda de la Visión de BISD.

Meta 5: Maximizar nuestro uso de recursos tanto para las prioridades actuales como para los planes para el futuro.

Background Information:

Belton ISD entered into a joint election agreement with the City of Belton, however the City will be canceling its election due to no opposition. This moves early voting to the Pittenger Fine Arts Center on weekdays from April 24 through May 2 from 7:30 am to 5:00 pm. Election day voting will remain at the Harris Community Center on May 6 from 7:00 am to 7:00 pm.

A revised Order of Election is attached.

Belton ISD llegó a un acuerdo electoral conjunto con la ciudad de Belton, sin embargo, la ciudad cancelará su elección debido a que no hay oposición. Esto traslada la votación anticipada al Pittenger Fine Arts Center los días de la semana del 24 de abril al 2 de mayo de 7:30 am a 5:00 pm. La votación del día de las elecciones permanecerá en el Harris Community Center el 6 de mayo de 7:00 am a 7:00 pm.

Adjunta está la Orden de elección revisada.

Fiscal Implications:

Funds to pay for election expenses are included in the 2022-2023 budget. Belton ISD has contracted with Bell County for some election services (voting equipment, supplies and ballot services) and will be invoiced for expenses incurred.

Los fondos para pagar los gastos electorales están incluidos en el presupuesto 2022-2023. Belton ISD ha contratado con el condado de Bell algunos servicios electorales (equipo de votación, suministros y servicios de boletas) y se le facturan los gastos incurridos.

Administrative Recommendation(s):

Approve amended Order of Election as presented.

Aprobar la Orden de Elección modificada tal como se presentó.

AMENDED ORDER OF GENERAL ELECTION FOR OTHER POLITICAL SUBDIVISIONS
ORDEN MODIFICADO DE ELECCIÓN GENERAL PARA OTRAS SUBDIVISIONES POLÍTICAS

An election is hereby ordered to be held on May 6, 2023 for the purpose of voting on:

(Por la presente se ordena celebrar una elección el 6 de mayo del 2023 el propósito de votar sobre.)

Two At-Large Belton Independent School District Trustees
(Dos Síndicos en General del Distrito Escolar Independiente de Belton)

Early voting by personal appearance will be conducted each weekday at:

(La votación adelantada en persona se llevará a cabo de lunes a viernes en:)

Belton ISD Pittenger Fine Arts Center, 400 North Wall Street, Belton, Texas
(Belton ISD Pittenger Fine Arts Center, 400 North Wall Street, Belton, Texas)

between the hours of 7:30 a.m. and 5:00 p.m. beginning on April 24, 2023 and ending on May 2, 2023.
(entre las 7:30 de la mañana y las 5:00 de la tarde empezando el 24 de abril de 2023 y terminando el 2 de mayo del 2023.)

Applications for ballot by mail shall be mailed to:

(Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:)

Belton ISD
Attn: Elections
P O Box 269
Belton, Texas 76513

Erika Payne

Name of Early Voting Clerk *(Nombre del Secretario/a de la Votación Adelantada)*

400 N. Wall Street (PO Box 269)

Address *(Dirección)*

Belton, Texas

76513

City *(Ciudad)*

Zip Code *(Código Postal)*

254-215-2132

Telephone Number *(Número de teléfono)*

bisdelections@bisd.net

Email Address *(Dirección de Correo Electrónico)*

<https://www.bisd.net/Page/1940>

Early Voting Clerk's Website *(Sitio web del Secretario/a de Votación Adelantada)*

Applications for Ballot by Mail (ABBM)s must be received no later than the close of business on April 25, 2023.

(Las solicitudes para boletas que se votarán adelantada por correo deberán recibirse no más tardar de las horas de negocio el 25 de abril del 2023)

Federal Post Card Applications (FPCAs) must be received no later than the close of business on April 25, 2023.

(La Tarjeta Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el 25 de abril del 2023)

Issued this 27th day of March, 2023

(Emitida este día 27 de marzo, 2023.)

Signature of Presiding Officer
(Firma del Dirigente que Preside)

Signature of Board Member
(Firma de Sindico)

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Dedication of Final Plat of Hubbard Branch within the City of Belton, Bell County, Texas

Contact Person: Michael Morgan

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

In preparation for the construction of Hubbard Branch Elementary, a final plat of the District's property located at 1651 O.T. Tyler Drive has been prepared by Kimley Horn Engineers with assistance from All County Surveying. Upon approval of this plat by the Board of Trustees, it will be submitted for approval to the City of Belton. The proposed plat is attached for your review.

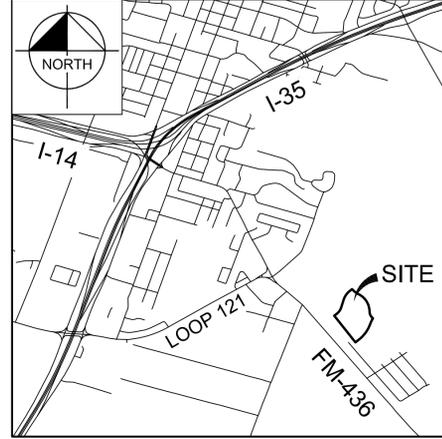
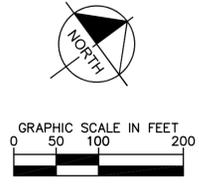
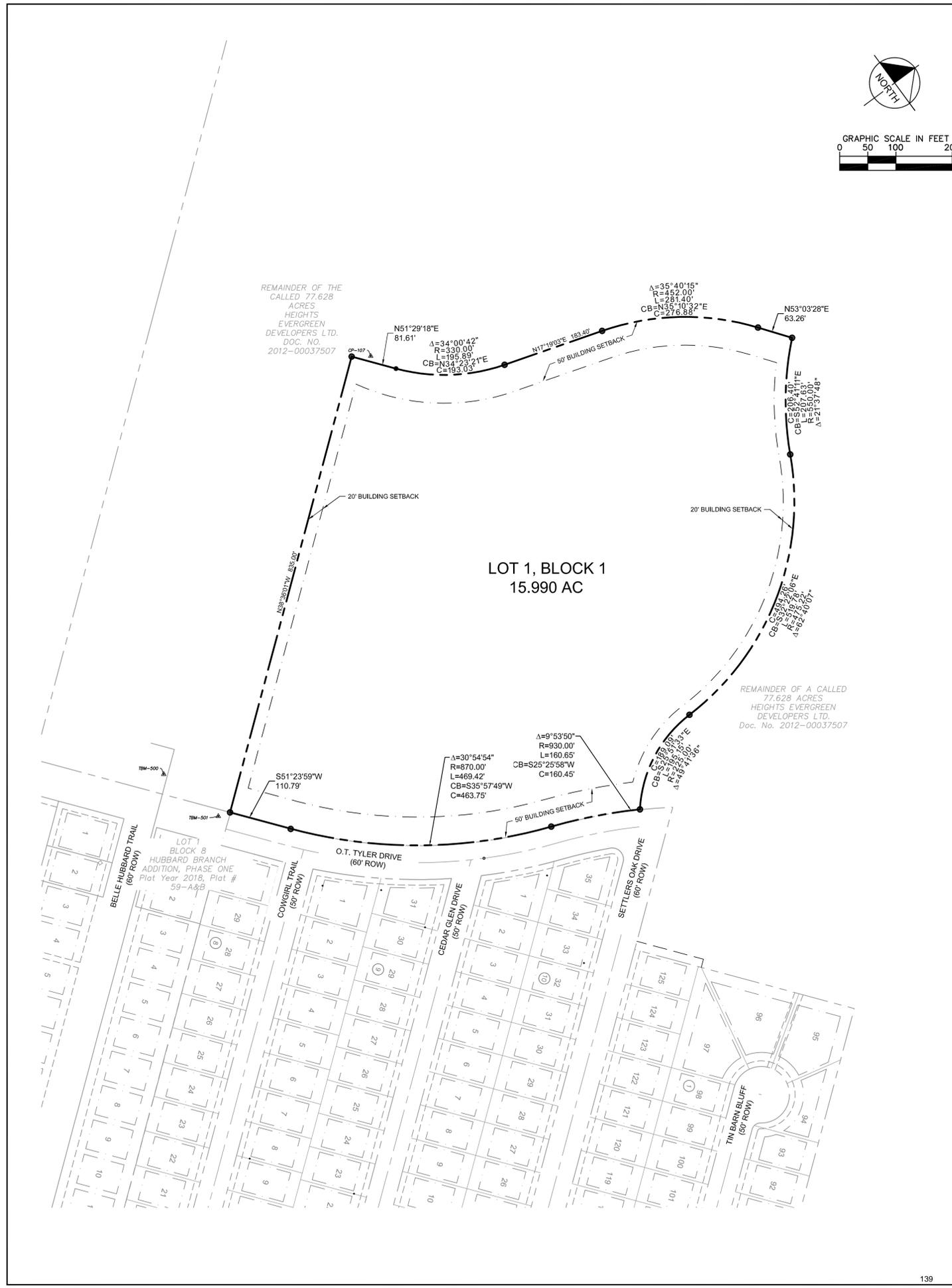
Fiscal Implications:

None.

Administrative Recommendation(s):

Approve the Final Plat of the Hubbard Branch property, within the City of Belton, Bell County, Texas, and authorize Board President to sign the Dedication and Plat, as presented, on behalf of the Board of Trustees.

Plotted By: Mueller, Inc. March 17, 2023 03:19:47pm K:\NSA_Civil\06807051-Belton 13 Hubbard Branch CAD\Plot\AT.dwg K:\NSA_Civil\06807051-Belton 13 Hubbard Branch CAD\Plot\AT.dwg This document, together with the concepts and designs presented herein, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kinley-Horn and Associates, Inc. shall be without liability to Kinley-Horn and Associates, Inc.



VICINITY MAP N.T.S.

- NOTES
1. HORIZONTAL DATUM BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83, AS PER GPS OBSERVATIONS. ALL DISTANCES ARE SURFACE DISTANCES AND ALL BEARINGS ARE GRID BEARINGS. SCALE FACTOR = 1.0001405079, SCALED ABOUT TBM - 500 (N:10,349,962.32 E: 3,199,216.63), VERTICAL DATUM BASED UPON NAVD88 (GEOID 12B) AS PER GPS OBSERVATIONS.
2. T.B.M. 107 60D NAIL SET N:10,350,697.49 E: 3,198,839.42 ELEV.:568.61
T.B.M. 500 BOX W/ PUNCH SET N: 10,349,962.32 E: 3,199,216.63 ELEV.:566.96
T.B.M. 501 'T' SET AT TOP OF CURB N: 10,349,996.36 E: 3,199,334.12 ELEV.: 568.58
3. THIS PROPERTY DOES NOT LIE WITHIN THE FLOOD HAZARD AREA BASED ON FEMA MAP NO. 48027C0340E
4. WASTEWATER AND POTABLE WATER SERVICE IS PROVIDED BY THE CITY OF BELTON
5. THE BUILDING SETBACK LINES FOR THIS TRACT SHALL BE DETERMINED AS REQUIRED BY THE APPLICABLE ZONING SECTION OF THE CITY CODE OF ORDINANCES AS RELATED TO THE DEVELOPMENT OF THIS TRACT UNLESS SHOWN HERON
6. PROPERTY OWNER IS RESPONSIBLE FOR OWNING AND MAINTAINING SITE DETENTION, DRAINAGE, AND UTILITIES.
7. THE CITY OF BELTON DOES NOT REGULATE LOT-TO-LOT DRAINAGE

15.990 ACRES, SITUATED IN THE O.T. TYLER SURVEY, ABSTRACT 20, BELL COUNTY, TEXAS, EMBRACING ALL OF A CALLED 15.990 ACRE TRACT CONVEYED TO THE BOARD OF TRUSTEES OF THE BELTON INDEPENDENT SCHOOL DISTRICT IN DOCUMENT NO. 2009-00014577, OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BELL COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE SOUTH CORNER OF SAID 15.990 ACRE TRACT, BEING ON THE NORTHERN LINE OF O.T. TYLER DRIVE ACCORDING TO PLAT YEAR 2018, PLAT #59-A&B, PLAT RECORDS OF BELL COUNTY, TEXAS, FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A NORTHERLY DIRECTION, WITH THE WESTERN LINE OF SAID 15.990 ACRE TRACT, OVER AND ACROSS A CALLED 77.628 ACRE TRACT CONVEYED TO HEIGHTS EVERGREEN DEVELOPERS LTD., IN DOCUMENTS NO. 2012-00037507, OF SAID OFFICIAL PUBLIC RECORDS, N 38°36'01" W., 835.00', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE WEST CORNER OF SAID 15.990 ACRE TRACT, FOR THE WEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING IN SAID NORTHERLY DIRECTION, WITH THE NORTHERN LINE OF SAID 15.990 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES FOLLOW:

- 1. N 51°29'18" E., 81.61', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, BEING A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
2. WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 195.89', A RADIUS OF 330.00', A DELTA ANGLE OF 34°00'42", AND A LONG CHORD WHICH BEARS N 34°23'21" E., 193.03', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND BEING A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
3. N 17°19'03" E., 143.40', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
4. WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 281.40', A RADIUS OF 452.00', A DELTA ANGLE OF 35°40'15", AND A LONG CHORD WHICH BEARS N 35°10'32" E., 276.88', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND BEING A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
5. N 53°03'28" E., 63.26', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, BEING THE NORTH CORNER OF SAID 15.990 ACRE TRACT, FOR THE NORTH CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, IN A GENERALLY SOUTHERLY DIRECTION, WITH THE EASTERN LINE OF SAID 15.990 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES FOLLOW:

- 1. WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 207.63', A RADIUS OF 550.00', A DELTA ANGLE OF 21°37'48", AND A LONG CHORD WHICH BEARS S 52°41'11" E., 206.40', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
2. WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 519.78', A RADIUS OF 475.22', A DELTA ANGLE OF 62°40'07", AND A LONG CHORD WHICH BEARS S 32°22'06" E., 494.26', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, BEING A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
3. WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 195.15', A RADIUS OF 225.00', A DELTA ANGLE OF 49°41'36", AND A LONG CHORD WHICH BEARS S 25°51'33" E., 189.09', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE BEGINNING OF A CURVE TO THE LEFT, BEING THE EAST CORNER OF SAID 15.990 ACRE TRACT, FOR THE EAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, CONTINUING IN SAID SOUTHERLY DIRECTION, WITH THE SOUTHERN LINE OF SAID 15.990 ACRE TRACT, THE FOLLOWING COURSES AND DISTANCES FOLLOW:

- 1. WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 160.65', A RADIUS OF 930.00', A DELTA ANGLE OF 9°53'50", AND A LONG CHORD WHICH BEARS S 25°25'58" W., 160.45', TO A 5/8" IRON ROD WITH CAP STAMPED "ACS" FOUND AT THE BEGINNING OF A CURVE TO THE RIGHT, BEING A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
2. WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 469.42', A RADIUS OF 870.00', A DELTA ANGLE OF 30°54'54", AND A LONG CHORD WHICH BEARS S 35°57'49" W., 463.75', TO A CORNER OF SAID 15.990 ACRE TRACT, FOR A CORNER OF THE HEREIN DESCRIBED TRACT;
3. S 51°23'59" W., 110.79', TO THE POINT OF BEGINNING AND CONTAINING 15.990 ACRES OF LAND.

HORIZONTAL DATUM BASED UPON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83, AS PER GPS OBSERVATIONS. ALL DISTANCES ARE SURFACE DISTANCES AND ALL BEARINGS ARE GRID BEARINGS. SCALE FACTOR=1.0001405079, SCALED ABOUT TBM-500 (N:10,349,962.32 E: 3,199,216.63).

STATE OF TEXAS
COUNTY OF BELL
OWNER
BOARD OF TRUSTEES OF THE BELTON INDEPENDENT SCHOOL DISTRICT, OWNER OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS BELTON ISD HUBBARD BRANCH ADDITION, A PLAT WITHIN THE CITY OF BELTON, TEXAS AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, WATERCOURSEES, DRAINAGE, EASEMENTS, AND PUBLIC PLACES AS SHOWN HEREON.

BOARD OF TRUSTEES OF THE BELTON INDEPENDENT SCHOOL DISTRICT
AUTHORIZED SIGNATURE AUTHORITY

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE ___ DAY OF ___, 2023 BY AUTHORIZED REPRESENTATIVE OF THE BOARD OF TRUSTEES OF THE BELTON INDEPENDENT SCHOOL DISTRICT.

NOTARY PUBLIC

LAND SURVEYOR
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT THIS PLAT IS TRUE AND CORRECT, THAT IT WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND, AND THAT ALL NECESSARY SURVEY MONUMENTS ARE CORRECTLY SHOWN THERE ON.

CHARLES C. LUCKO TEXAS R.P.L.S. NO. 4636
SURVEY DATE: JULY 29, 2021

I HEREBY CERTIFY THAT THE ABOVE AND FORGOING PLAT OF THE BELTON ISD HUBBARD BRANCH ADDITION TO THE CITY OF BELTON WAS APPROVED THIS ___ DAY OF ___, 2023, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BELTON, TEXAS.

CHAIRMAN SECRETARY

I HEREBY CERTIFY THAT THE ABOVE AND FORGOING PLAT OF THE BELTON ISD HUBBARD BRANCH ADDITION TO THE CITY OF BELTON WAS APPROVED THIS ___ DAY OF ___, 2023, BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF BELTON, TEXAS.

MAYOR SECRETARY

SAID ADDITION SHALL BE SUBJECT TO ALL THE REQUIREMENTS OF THE SUBDIVISION ORDINANCE OF THE CITY OF BELTON.

WITNESS MY HAND THIS ___ DAY OF ___, 2023.

CITY CLERK

FINAL PLAT OF:

BELTON ISD HUBBARD BRANCH ADDITION

1 LOT, 1 BLOCK, 15.990 ACRES

SITUATED IN THE THE O.T. TYLER SURVEY, ABSTRACT NO. 20, BELL COUNTY, TEXAS

BELTON ISD HUBBARD BRANCH ADDITION FINAL PLAT CITY OF BELTON, BELL COUNTY, TEXAS

BELTON ES 13 PREPARED FOR BELTON ISD

SHEET NUMBER 01

**DEDICATION OF
BELTON ISD HUBBARD BRANCH ADDITION
Within the City of Belton, Bell County, Texas**

**STATE OF TEXAS §
COUNTY OF BELL §**

That the undersigned, **Board of Trustees of the Belton Independent School District** being the owner of that certain 15.990 acre tract of land described in Field Notes prepared by Charles C. Lucko, Registered Professional Land Surveyor, Registration Number 4636 dated July 29, 2021, which Field Notes are attached hereto as "Exhibit A", and made a part hereof as fully as if written verbatim, do hereby name and designate said tract as **BELTON ISD HUBBARD BRANCH ADDITION**, a subdivision within the City of Belton, Bell County, Texas, and do hereby adopt the attached map and plat thereof and does hereby agree that all future sales and conveyances of said property shall be by reference to said plat and dedication.

Board of Trustees of the Belton Independent School District, do hereby Dedicate to **THE CITY OF BELTON, TEXAS**, its assignees and franchisees furnishing streets, avenues, roads and public utilities in said subdivision, the easements as shown on said plat for the installation, operation, maintenance, repair, use and replacement of all public utility lines, including electric power, water, sewer, gas and telephone, and reference is hereby made to such plat for the location of such easements.

WITNESS THE EXECUTION HEREOF, on this ____ day of _____, 20__.

Board of Trustees of the Belton Independent School District

By: _____
Jeff Norwood, President

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF BELL)

BEFORE ME, the undersigned authority, on this day personally appeared **Jeff Norwood**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20_____.

NOTARY PUBLIC, STATE OF TEXAS

AFTER RECORDING, RETURN TO:
Kimley-Horn
10101 Reunion Place, Suite 400
San Antonio, Texas 78216

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Memorandum of Understanding Regarding Off-Site Infrastructure Improvements with Evergreen Developers

Contact Person: Michael Morgan

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

Certain off-site infrastructure improvements are required to be constructed in advance of Belton ISD obtaining a Certificate of Occupancy for the Hubbard Branch Elementary project. These improvements include the extension of O.T. Tyler Drive, the extension of an existing sanitary sewer line within the Hubbard Branch subdivision, and the addition of turn lanes along FM436 at the intersection of O.T. Tyler and the intersection of Leon Overlook.

This Memorandum of Understanding (MOU) stipulates that Evergreen Developers agrees to construct the necessary infrastructure improvements within the subdivision and that Belton ISD agrees to construct the necessary improvements to FM436 required to support traffic to the school site. The MOU also stipulates the expected completion dates for the required infrastructure improvements.

Fiscal Implications:

The cost to construct the turn lane improvements to FM436 required by TxDOT to support the school traffic to Hubbard Branch Elementary are included in the original bond budget for this project. Once final costs for the turn lane improvements are established by the Hubbard Branch Elementary project team, those costs will be presented to the Board for approval.

Administrative Recommendation(s):

Approve the Memorandum of Understanding with Evergreen Developers as presented.

Memorandum of Understanding Regarding Off-Site Infrastructure Improvements

Parties: Belton Independent School District ("BISD")
400 N. Wall Street
Belton, Texas 76513

Heights Evergreen Developers, Ltd. ("Developer")
4300 Chantz Drive
Killeen, Texas 76542

BISD is an independent school district under Texas law. As part of its educational mission, BISD plans to build an educational facility, currently referred to as Hubbard Branch Elementary, on a parcel of land generally located adjacent to Farm to Market Road 436 in Belton, TX (the "School Site"). The School Site currently does not have access to a public road or a sewer system.

Developer owns land adjacent to and otherwise in the vicinity of the School Site that it generally intends to develop for residential purposes. Developer is in the process of building certain infrastructure improvements on its land.

The Texas Department of Transportation is requiring, as a result of the ongoing and intended construction referenced above, the construction of certain roadway improvements, generally consisting of turn lanes on FM-436 at Leon Overlook, O.T. Tyler Drive, and the future Land Grant Lane.

Additionally, as part of the permitting process for BISD's construction of its facility, the City of Belton is requiring that the School Site have access to a public road and utilities. This will be accomplished by the extension of O.T. Tyler Drive to reach the School Site, as well as the extension of a sewer line to the School Site.

In order to demonstrate for the City of Belton the parties' intentions regarding their respective construction projects, the parties enter into this Memorandum of Understanding to document the following:

I. Developer's Construction

1. Developer will complete construction of O.T. Tyler Drive per plans and specifications approved by the City of Belton for phase one section two of the Hubbard Branch subdivision. This will afford the School Site access to O.T. Tyler Drive.
2. Developer will construct an 8" sewer line terminating in a manhole for future extension, located at the school property line per plans and specifications approved by the City of Belton.

3. Developer will construct drainage and domestic water line improvements per plans and specifications approved by the City of Belton.
4. Developer will be responsible for the turn lanes at Land Grant Lane.
5. Developer's construction is expected to be complete or substantially complete by January 1, 2024.

II. BISSD's Construction

1. BISSD will construct an educational facility named Hubbard Branch Elementary on the School Site within the Hubbard Branch subdivision currently under development by Developer. The contractual substantial completion date for this new educational facility is Spring 2024.
2. BISSD has engaged a design professional to prepare construction documents for construction of the dedicated left and right turn lanes on FM-436 at O.T. Tyler Drive, as well as the dedicated left turn lane at Leon Overlook. BISSD will procure said construction work. The plans and specifications for the work subject to this section must be approved by the Texas Department of Transportation.
3. Construction of the turn lanes referenced in section II.2 is expected to be complete or substantially complete by January 1, 2024.

III. Additional Terms

1. The parties will negotiate in good faith for an easement to extend an 8" sewer line across part of the school's Northeast property. This extension may include an aerial crossing and should eliminate the need for a future lift station. This easement will be negotiated and is subject to final approval by BISSD's governing body.
2. This memorandum is not intended to result in any money due and owing from BISSD to Developer or any other person or entity, and under no circumstances shall this memorandum, or any alleged breach hereof, result in any money due and owing from BISSD to Developer or any other person or entity.
3. This memorandum is not intended to result in any money due and owing from Developer to BISSD or any other person or entity, and under no circumstances shall this memorandum, or any alleged breach hereof, result in any money due and owing from Developer to BISSD or any other person or entity.
4. BISSD acknowledges that the City of Belton has advised it that a Certificate of Occupancy for the educational facility cannot be issued by City of Belton until and

unless BISD's obligations and the Developer's obligations referenced in this agreement are substantially complete.

- 5. There are no third-party beneficiaries to this memorandum, and the parties do not intend that any non-party have any right to enforce this memorandum.

Signed:

DEVELOPER

BISD

Name: WILLIAM F. HECKMAN

Name: _____

Title: _____

Title: _____

Date: 3-20-23

Date: _____

Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Electric Easement with Oncor for James L. Burrell Elementary School

Contact Person: Michael Morgan

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 5: Maximize our use of resources for both current priorities and plans for the future.

Background Information:

Oncor Electric Delivery Company LLC requires all property owners to provide an electric easement along the route in which their infrastructure for electrical service to the property is located.

This electric easement is for the primary electric service to James L. Burrell Elementary.

Fiscal Implications:

None.

Administrative Recommendation(s):

Approve the Electric Easement to Oncor Electric Delivery Company LLC located on the BISD James L. Burrell Elementary property, within the City of Temple, Bell County, Texas, and authorize Jeff Norwood, Board President, to sign the Electric Easement, as presented, on behalf of the Board of Trustees.



March 15, 2023

WO Number: 2839874

Oncor Electric Delivery

Sarah Delbosque

308 S 7th St

Temple, TX 76504

Cell: (254) 226-1894

RE: Easement for New Service at 8104 Glade Dr, Temple TX

Enclosed please find executable copies of the Easement and Exhibit "A" with Oncor Electric Company LLC, a Delaware limited liability company.

Please sign this cover letter, via DocuSign, indicating your receipt of the easement documents and understanding of the requirements for a correctly executed easement.

Please follow the directions below for executing the documents.

1. Please **print** out the documents so that each page is on separate pages (**no front and back**).
2. Sign the document **in front** of a Notary Public Official in **BLUE** ink, along with **initialing Exhibit "A"** in the **bottom right corner** as indicated.
3. Return the **executed original** documents back to me at the address below as soon as possible, as to avoid any delay.

Oncor Electric Delivery
 ATTN: Lynne Gadd/Sarah Delbosque
 308 S 7th St
 Temple, TX 76503

If any additional information is required, please feel free to contact me.

Sincerely,

Sarah Delbosque
 Project Manager | Utility Designer Associate
 Oncor | Project Management & Design Services

Please sign below indicating that you understand the requirements for an acceptable executed easement with Oncor Electric Company, a Delaware limited liability company.

DocuSigned by:
 Stephen Berry

Name: Stephen Berry Title: Director of Construction Projects Signature: [Signature] Date: 03/15/2023 | 5:43:30 PM

B68F340D3FB24DF...

PT #: 2023-1467
District: KRT/TEM
WO #: 20398794
ER # _____

EASEMENT AND RIGHT OF WAY

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BELL §

That **Belton Independent School District**, a Texas Independent School District, hereinafter called "Grantor," whether one or more, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **Oncor Electric Delivery Company LLC, a Delaware limited liability company**, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202-1234, hereinafter referred to as "Grantee," has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits and all necessary or desirable appurtenances over, under, through, across and upon Grantor's land described as follows:

SEE EXHIBIT "A" (ATTACHED)

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U.S. Environmental Protection Agency, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2023.

BELTON INDEPENDENT SCHOOL DISTRICT

By: _____
Jeff Norwood, President Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF BELL §

BEFORE ME, the undersigned authority, on this day personally appeared **Jeff Norwood**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of **Belton Independent School District**, as the **President of the Board of Trustees** thereof, for the purposes and consideration therein expressed, in the capacity therein stated and that he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D. 2023.

Notary Public in and for the State of Texas

Surveyor's Sketch showing Two Tracts of Land out of the Baldwin Robertson Survey, Abstract No. 17, in Bell County, Texas.

POINT OF BEGINNING
(0.259 Acre
10' Wide Easement)

(Asphalt Surface)

North Pea Ridge Rd.
PUBLIC MAINTAINED ROADWAY

(Part of PID#67723)
Robert W. Marsbary and wife, Linda Anne Marsbary
(2.0 Acres described in Vol 1653 Pg 216)

(Part of PID#67723)
Robert W. Marsbary and wife, Linda Anne Marsbary

(14.429 Acres)
Lot Pt. 1, Block 7
NORTH GATE, PHASE III
Belton Independent School District
Inst. 201700049857

LINE	BEARING	DISTANCE
L1	N 16°14'46" E	8.10'
L2	N 64°27'01" E	17.69'
L3	S 72°54'42" E	494.95'
L4	S 41°38'16" E	37.66'
L5	S 73°36'01" E	3.41'
L6	N 75°43'38" E	37.48'
L7	S 72°54'42" E	466.68'
L8	S 16°48'20" W	86.46'
L9	N 73°18'36" W	10.00'
L10	N 16°48'20" E	76.53'
L11	N 72°54'42" W	453.92'
L12	S 75°43'38" W	34.68'
L13	N 73°06'53" W	13.81'
L14	N 41°38'16" W	34.86'
L15	N 72°54'42" W	488.25'
L16	S 64°27'01" W	14.94'
L17	N 72°29'33" W	5.80'
L18	N 16°14'46" E	36.93'
L19	S 72°29'33" E	248.92'
L20	S 73°23'17" E	165.81'
L21	S 73°18'36" E	26.00'
L22	S 16°41'24" W	19.50'
L23	N 73°18'36" W	26.00'
L24	N 16°41'24" E	19.50'

POINT OF BEGINNING
(0.011 Acre
Transformer Pad
Mount Easement)

I, Timothy Lane Kennedy, Registered Professional Land Surveyor No. 6119 in the State of Texas, do hereby certify to the title agency, underwriter, lender, mortgage company and/or purchaser that this drawing represents a survey performed on the ground. To the best of my knowledge the drawing correctly represents the facts found at the time of the survey.

SCOPE OF WORK: SURVEY WORK FOR USE IN CREATING TWO EASEMENTS FOR ONCOR ELECTRIC DELIVERY, LLC AND NOT FOR CONVEYANCE OF PROPERTY.

ONCOR ELECTRIC DELIVERY, LLC WO 20398794

Advanced Surveying & Mapping, LLC

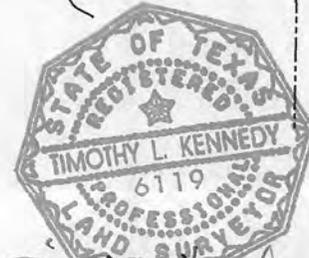
1610 South 31st St., Ste. 102-299

Temple, Texas 76504

254-760-1894 www.asm-tx.com

Firm Reg. #10193722

Copyright 2023 Advanced Surveying & Mapping, LLC



Timothy L. Kennedy
02-21-23

Survey completed 02-13-23
Scale: 1" = 100'
Job No. 220171-Esmt
Surveyor TLK #6119
Plot Date: 02-21-23

EXHIBIT "A"

Field Note Description prepared by Advanced Surveying & Mapping, LLC

Surveyor's Field Notes (0.259 Acre 10' Wide Esmt.)

February 16, 2023

0.259 acre tract out of the BALDWIN ROBERTSON SURVEY, ABSTRACT NO. 17, in Bell County, Texas, and embracing a portion of that tract owned by BELTON INDEPENDENT SCHOOL DISTRICT (BISD) and described in Instrument No. 201700049857, Official Public Records of Bell County, Texas (OPRBCT). Said 0.259 acre tract was surveyed on the ground by Advanced Surveying & Mapping, LLC and a metes and bounds description of that survey is as follows:

Beginning at a 5/8" iron rod found with "ACS" cap, in the east right-of-way line of North Pea Ridge Road, for an exterior "L" corner in the west line of said BISD tract, same being the northwest corner of a called 2.0 acre tract conveyed to ROBERT W. MARSBARY and wife, LINDA ANNE MARSBARY, in Volume 1653, Page 216, OPRBCT, and being the southwest corner and Point of Beginning of the herein described tract (from which a steel cotton spindle found for the northwest corner of said BISD tract bears N 16° 14' 46" E 36.93 feet),

Thence N 16° 14' 46" E 8.10 feet (L1) (Rec Call N 16° 22' 15" E 36.92') along the west line of said BISD tract, same being the east right-of-way line of North Pea Ridge Road, to a **calculated point**, for a point in the east right-of-way line of said North Pea Ridge Road, for the northwest corner of this tract,

Thence departing the east line of said North Pea Ridge Road and crossing said BISD tract the following Sixteen (16) courses and distances:

- 1) **N 64° 27' 01" E 17.69 feet (L2)** in a northeasterly direction to a **calculated point** for an angle point in the north line of this tract,
- 2) **S 72° 54' 42" E 494.95 feet (L3)** in an easterly direction to a **calculated point** for an angle point in the north line of this tract,
- 3) **S 41° 38' 16" E 37.66 feet (L4)** in a southeasterly direction to a **calculated point** for an angle point in the north line of this tract,
- 4) **S 73° 36' 01" E 3.41 feet (L5)** in an easterly direction to a **calculated point** for an angle point in the north line of this tract,
- 5) **N 75° 43' 38" E 37.48 feet (L6)** in a northeasterly direction to a **calculated point** for an angle point in the north line of this tract,
- 6) **S 72° 54' 42" E 466.68 feet (L7)** in an easterly direction to a **calculated point** for the northeast corner of this tract,

EXHIBIT "A"

- 7) **S 16° 48' 20" W 86.46 feet (L8)** in a southerly direction to a **calculated point** for the southeast corner of this tract,
- 8) **N 73° 18' 36" W 10.00 feet (L9)** in a westerly direction to a **calculated point** for a point in the north line of a proposed 0.011 acre Oncor Transformer Pad Mount Easement, and being an angle point in the south line of this tract,
- 9) **N 16° 48' 20" E 76.53 feet (L10)** in a northerly direction to a **calculated point** for an interior "L" corner in the south line of this tract,
- 10) **N 72° 54' 42" W 453.92 feet (L11)** in a westerly direction to a **calculated point** for an angle point in the south line of this tract,
- 11) **S 75° 43' 38" W 34.68 feet (L12)** in a southwesterly direction to a **calculated point** for an angle point in the south line of this tract,
- 12) **N 73° 06' 53" W 13.81 feet (L13)** in a westerly direction to a **calculated point** for an angle point in the south line of this tract,
- 13) **N 41° 38' 16" W 34.86 feet (L14)** in a northwesterly direction to a **calculated point** for an angle point in the south line of this tract,
- 14) **N 72° 54' 42" W 488.25 feet (L15)** in a westerly direction to a **calculated point** for an angle point in the south line of this tract,
- 15) **S 64° 27' 01" W 14.94 feet (L16)** in a southwesterly direction to a **calculated point** for an angle point in the south line of this tract (from which a 5/8" iron rod with "RPLS 2181" cap found, for the northeast corner of said MARSBARY 2.0 acre tract, bears S 72° 29' 33" E 243.12),
- 16) **N 72° 29' 33" W 5.80 feet (L17)** in a westerly direction to **Point of Beginning and containing 0.259 Acre of Land.**

Horizontal Control based upon the Texas State Plane Coordinate System, Central Zone, NAD83, as per GPS observations. I, Timothy Lane Kennedy, Texas Registered Professional Land Surveyor #6119, do hereby attest that this survey was done on the ground and under my personal supervision and to the best of my knowledge is true and correct.

ASM #220171-E1
(FNS 0.259 Ac. 10' Wide Esmt.)



EXHIBIT "A"

Field Note Description prepared by Advanced Surveying & Mapping, LLC

Surveyor's Field Notes (0.011 Acre Trans Pad Mount Esmt.) February 16, 2023

0.011 acre tract out of the BALDWIN ROBERTSON SURVEY, ABSTRACT NO. 17, in Bell County, Texas, and embracing a portion of that tract owned by BELTON INDEPENDENT SCHOOL DISTRICT (BISD) and described in Instrument No. 201700049857, Official Public Records of Bell County, Texas (OPRBCT). Said 0.011 acre tract was surveyed on the ground by Advanced Surveying & Mapping, LLC and a metes and bounds description of that survey is as follows:

Commencing at a 5/8" iron rod with "ACS" cap found, in the east right-of-way line of North Pea Ridge Road, for an exterior "L" corner in the west line of said BISD tract, same being the northwest corner of a called 2.0 acre tract conveyed to ROBERT W. MARSBARY and wife, LINDA ANNE MARSBARY, in Volume 1653, Page 216, OPRBCT,

Thence N 16° 14' 46" E 36.93 feet (L18) (Rec Call N 16° 22' 15" E 36.92') along the west line of said BISD tract, same being the east right-of-way line of North Pea Ridge Road, to a **steel cotton spindle found**, for the northwest corner of said BISD tract,

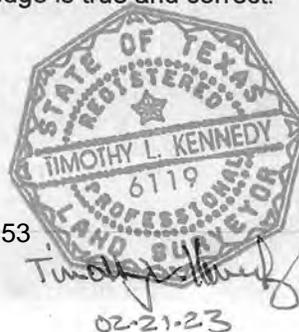
Thence S 66° 00' 48" E 1024.02 feet crossing said MARSBARY tract and said BISD tract, to a **calculated point**, for the southwest corner and Point of Beginning of the herein described tract,

Thence crossing said BISD tract the following Four (4) courses and distances:

- 1) **N 16° 41' 24" E 19.50 feet (L24)** in a northerly direction to a **calculated point** for the northwest corner of this tract,
- 2) **S 73° 18' 36" E 26.00 feet (L21)** in an easterly direction to a **calculated point** for the northeast corner of this tract, also being a point in the south line of a proposed 0.259 acre 10' Wide Oncor Easement,
- 3) **S 16° 41' 24" W 19.50 feet (L22)** in a southerly direction to a **calculated point** for the southeast corner of this tract,
- 4) **N 73° 18' 36" W 26.00 feet (L23)** in a westerly direction to the **Point of Beginning and containing 0.11 Acre of Land.**

Horizontal Control based upon the Texas State Plane Coordinate System, Central Zone, NAD83, as per GPS observations. I, Timothy Lane Kennedy, Texas Registered Professional Land Surveyor #6119, do hereby attest that this survey was done on the ground and under my personal supervision and to the best of my knowledge is true and correct.

ASM #220171-E2
(FNS 0.011 Ac. Oncor Trans Pad Mount Esmt)



Belton Independent School District
Board of Trustee Meeting Agenda Item

March 27, 2023

Item: Tax Abatement Agreement between HEB, LP and the City of Temple which will abate a percentage of the increases in the taxable value of certain real property, approximately 194.7 acres located in the City's Industrial Park and designated as City of Temple Tax Abatement Reinvestment Zone 46

Contact Person: Dr. Matt Smith

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

Goal 1: Strengthen and support the engagement of all stakeholders in the pursuit of the BISD vision.

Background Information:

To be effective, an agreement to abate taxes on real property in a tax increment financing reinvestment zone (TIRZ) must be approved by the governing body of each taxing entity that imposes taxes on real property in the TIRZ and deposits or agrees to deposit any of its tax increment into the tax increment fund for the TIRZ. (Important Note: Approving/consenting to the agreement does not make the approving entity a party to the agreement and does not authorize tax abatement for that entity unless otherwise approved by the governing body of that entity.)

Fiscal Implications:

None

Administrative Recommendation(s):

Recommend approval.

STATE OF TEXAS §

COUNTY OF BELL §

TAX ABATEMENT AGREEMENT

This **TAX ABATEMENT AGREEMENT** (“**Agreement**”) is entered into by and between the **CITY OF TEMPLE, TEXAS** (the “**City**”), a home rule municipality organized under the laws of the State of Texas, and **H-E-B, LP** (“**Company**”). The City and the Company are sometimes referred to herein collectively as the “**Parties**” and each individually as a “**Party**”.

RECITALS

The City and Company hereby agree that the following statements are true and correct and constitute the basis upon which the City and Company have entered into this Agreement:

A. On May 5, 2022, the City Council of the City (the “**City Council**”) adopted Ordinance No. 2022-0023, stating that the City elects to be eligible to participate in tax abatement and setting forth guidelines and criteria governing tax abatement agreements entered into between the City and various parties, entitled “Economic Development Policy” (as amended, the “**Policy**”); and

B. The Policy contains appropriate guidelines and criteria governing tax abatement agreements to be entered into by the City as contemplated by Chapter 312 of the Texas Tax Code, as amended (the “**Code**”); and

C. Company owns approximately 194.70 acres of Land (defined herein) in the City’s Industrial Park. As of the Effective Date, the Land is located entirely within Tax Abatement Reinvestment Zone No. 46, City of Temple, Texas (the “**Zone**”) established by the City Council on March 16, 2023, by Ordinance No. 2023-____, (the “**Ordinance**”).

D. Contingent upon receipt of the tax abatement herein, Company is considering the expansion of its existing regional distribution center campus including, without limitation, the construction of a frozen goods warehouse of approximately 330,000 square feet and associated parking, drives, racking, automation, and other fixtures (collectively, the “**Project**”).

E. The contemplated use of the Land and the terms of this Agreement are consistent with encouraging development of the Zone and generating economic development and increased employment opportunities in the City, in accordance with the

purposes for creation of the Zone, and are in compliance with the Policy, the Ordinance and all other applicable laws, ordinances, policies, rules and regulations.

F. The provisions of this Agreement, and the proposed use of the Land and nature of capital investment related thereto satisfy the eligibility criteria for tax abatement pursuant to Section I.D.2 of the Policy.

G. Written notice that the City intends to enter into this Agreement, along with a copy of this Agreement, as applicable, has been furnished in the manner prescribed by the Code, including without limitation to the presiding officers of the governing bodies of each of the taxing units that have jurisdiction over the Land.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. INCORPORATION OF RECITALS.

The City Council has found, and the City and Company hereby agree, that the recitals set forth above are true and correct and form the basis upon which the Parties have entered into this Agreement.

2. DEFINITIONS.

In addition to any terms defined in the body of this Agreement, the following terms shall have the definitions ascribed to them as follows:

Abatement means the Phase 1 Development Abatement or a Future Phase Abatement, as applicable.

Abatement Period (i) for Phase 1 Development shall mean a period of ten (10) calendar years beginning in the First Year of Abatement; and (ii) for each Future Phase, shall mean:

i) for Subsequent Investment(s) in an aggregate amount of \$10,000,000-\$50,000,000, a period of five (5) calendar years beginning in the First Year of Abatement;

ii) for Subsequent Investment(s) in an aggregate amount of \$50,000,001-\$100,000,000, a period of seven (7) calendar years beginning in the First Year of Abatement;

iii) for Subsequent Investment(s) in an aggregate amount of at least \$100,000,001, a period of ten (10) calendar years beginning in the First Year of Abatement.

Affiliate means all persons or entities, incorporated or otherwise, under common control with, controlled by or controlling Company including, but not limited to, within the meaning of SEC Rule 405, 17. C.F.R. § 230.405.

Applicable City Rules means all of the rules, regulations, ordinances and official policies of the City.

Business Day shall mean a day that is not a Saturday, Sunday, or official holiday in the City of Temple. All other references to “days” hereunder shall mean calendar days.

City Council has the meaning ascribed to that term in Recital A.

Commencement of Construction means both of the following have occurred: (1) issuance of a notice to proceed with construction to the applicable construction contractor, and (2) commencement and diligent pursuit of mobilization and construction by the construction contractor on the applicable construction site.

Commencement of Construction Deadline means twelve (12) months from the Effective Date, subject to extension on account of Force Majeure, as provided in Section 22.

Completion Date means the date as of which Company has substantially completed or caused the substantial completion of the building or group of buildings that constitute a Phase, and has made a substantially complete application for a temporary or permanent certificate of occupancy for the building or group of buildings for such Phase.

Completion Deadline means thirty (30) months from the Commencement of Construction, subject to extension on account of Force Majeure, as provided in Section 22.

Comprehensive Plan means the City’s Comprehensive Plan, adopted pursuant to Ordinance No. 2020-5061, adopted by the City Council on October 15, 2020, and as amended.

Designation Deadline has the meaning ascribed to that term in Section 4.2.

Development Costs means the aggregate of the following costs expended or caused to be expended by or on behalf of Company or an Affiliate relating to the design, construction and installation of Project Improvements and related infrastructure, including costs such as land acquisition and related costs; site development and construction costs; general contractor and subcontractor fees; the costs of supplies, materials and construction labor; buildings (foundation, interior, and exterior improvements); structures; utilities; paving; grading; demolition; environmental remediation; lighting; signage; landscaping and other costs and fees for the construction and completion of the Project Improvements (or portion thereof); engineering and consultant fees.

Effective Date has the meaning ascribed to it in Section 3.

Expiration Date means the earlier of (i) the date this Agreement is terminated by the City pursuant to Section 6.1; or (ii) March 31 of the first calendar year that commences following the ten (10) year anniversary of the Completion Date for the final Phase.

First Year of Abatement (i) for Phase 1 Development, shall mean the calendar year following the calendar year in which the Completion Date for Phase 1 Development occurs; and (ii) for each Future Phase, shall mean the calendar year following the calendar year in which the Completion Date for the applicable Future Phase occurs.

Force Majeure shall mean a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornados, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; shortages or unavailability of labor or materials, including supply chain disruptions; Epidemics, pandemics, or quarantines, such as the events connected with COVID-19; and acts of the United States of America or the State of Texas.

Full-Time Job means a permanent job, as distinguished from a job of a known, short-term duration with a definite end-date (such as a construction job or a contract job), and located at the Project provided by Company, an Affiliate or a contractor to one individual for (i) forty (40) hours per week or (ii) less than forty (40) hours per week if such other measurement is used to define full-time employment by Company or an Affiliate in accordance with its then-current personnel policies and regulations. For example, if Company or an Affiliate has a company-wide policy that considers full-time employment to be thirty-five (35) hours per week, a job provided by Company or an Affiliate for at least thirty-five (35) hours per week shall be considered a Full-Time Job for purposes of this Agreement. It is hereby acknowledged that Company's current policies define a Full-Time Job requires an average of thirty-five (35) or more hours week and that Company anticipates having fifty (50) or more of the initial Full-Time Jobs at the Project employed directly by a contractor under contract with the Company.

Future Phase shall mean any building, extension or expansion of a building, or group of buildings, which is not part of the Phase 1 Development, constructed, expanded, installed or located on the Land, which meets the Subsequent Investment Threshold (including Personal Property that is a part of such Phase), and is designated by Company as part of a Future Phase in accordance with Section 4.2. For the avoidance of doubt, a Future Phase is not required to be a standalone building and may be (but is not required to be) an add-on or expansion of a building that is a part of a prior Phase, or a building that is connected to a prior Phase.

Future Phase Abatement means the abatement of a portion of the City's incremental ad valorem real property taxes on all improvements part of a Future Phase, based on the increase in values of all improvements part of a Future Phase over their values on January 1, 2023, in the following percentages:

For Subsequent Investment(s) in an aggregate amount of:	For the abatement amount of:
\$10,000,000 - \$25,000,000	30% for 5 years
\$25,000,001 - \$50,000,000	50% for 5 years
\$50,000,001 - \$75,000,000	50% for 7 years
\$75,000,001 - \$100,000,000	60% for 7 years
\$100,000,001 - \$150,000,000	50% for 10 years
\$150,000,001 - \$200,000,000	60% for 10 years
at least \$200,000,001	100% for 5 years; 60% for 5 years

Investment shall mean costs expended by or on behalf of Company or an Affiliate for (i) Development Costs, and/or (ii) Personal Property related to this Project.

Land means (i) the real property described on **Exhibit “A”** which is attached hereto and incorporated herein by reference for all purposes, plus (ii) any additional land that is acquired by Company subsequent to the Effective Date that is or will be located within (1) the City; and (2) a reinvestment zone or other type of zone as required pursuant to the Code to be eligible for tax abatement. If Company acquires any such additional land, upon notice thereof to the City, this Agreement shall automatically apply with respect thereto, and the definition of “Land” hereunder shall include such additional property regardless of whether the legal description of such additional property is attached hereto.

Material Breach means, subject to notice and cure pursuant to Section 6.5, an uncured default by Company of its obligations pursuant to Section 4.1.

Mortgage means a mortgage, deed of trust, sale and leaseback or other form of secured financing.

Mortgagee means the holder of a Mortgage on the Land.

Personal Property means any personal property that (i) is subject to ad valorem taxation and is rendered for that purpose to the Bell County Appraisal District or another appraisal district having jurisdiction over the Land; (ii) is located on the Land (or within improvements on the Land); and (iii) was not located on the Land (or within improvements on the Land) prior to the Effective Date of this Agreement.

Phase means Phase 1 Development or any Future Phase(s) on the Land.

Phase 1 Development means a building or group of buildings to be constructed and completed on the Land, which meets the Phase 1 Development Investment Commitment and is completed on or before the Completion Deadline and is included in the Phase 1 Development Completion Report. The Phase I Development shall be located on the Phase 1 Development Site.

Phase 1 Development Abatement means the abatement of the City’s ad valorem real property taxes on all improvements part of the Phase 1 Development, based on the increase in values of all improvements part of the Phase 1 Development over their values on January 1, 2022, in the following percentages:

Years 1-5 100%;
Years 6-10 60%.

Phase 1 Development Completion Report has the meaning ascribed to that term in Section 4.4.1.

Phase 1 Development Employment Commitment has the meaning ascribed to it in Section 4.3.

Phase 1 Development Employment Report has the meaning ascribed to that term in Section 4.4.2.

Phase 1 Development Site means the specific portion of the Land where Phase 1 Development shall occur identified on the attached **Exhibit “B”**, attached hereto and by this reference incorporated herein.

Phase 1 Development Investment Commitment has the meaning ascribed to that term in Section 4.1.

Project has the meaning ascribed to that term in Recital D.

Project Improvements means improvements constructed or caused to be constructed on the Land by Company and/or an Affiliate.

Reports means the Phase 1 Development Completion Report, the Phase 1 Development Employment Report(s), the Subsequent Investment Report(s) (if any), and the Annual Certification.

State means the State of Texas.

Subsequent Investment or Subsequent Investments have the meaning ascribed to those terms in Section 4.4.3.

Term has the meaning ascribed to it in Section 3.

TPIA has the meaning ascribed to that term in Section 18.

Unified Development Code means the Unified Development Code of the City approved by the City Council of the City pursuant to Ordinance No. 2010-4412 on December 16, 2010, and as amended.

Zone has the meaning ascribed to that term in Recital C.

3. **TERM.**

This Agreement will take effect on the date of execution of this Agreement by both the City and Company (the “**Effective Date**”) and, unless terminated earlier in accordance with its terms and conditions, will expire on the Expiration Date (the “**Term**”).

4. **COMPANY OBLIGATIONS AND COMMITMENTS.**

4.1. **Investment Commitment and Use.**

As a condition to receipt of the Phase 1 Development Abatement, the Completion Date must occur on or before the Completion Deadline, and Company must expend or cause the expenditure by the Completion Deadline of an Investment of not less than Two Hundred Million Dollars (\$200,000,000) (the “**Phase 1 Development Investment Commitment**”) for Phase 1 Development. For the avoidance of doubt, The Phase 1 Development Investment Commitment must consist only of new investment that has not been counted towards, or used to meet, the investment commitment of any other tax abatement agreement between Company and the City. After the Completion Deadline, the Project Improvements must be continuously used for a lawful use related to the support and/or operation of Company’s commercial, business, retail, or industrial uses, subject to Force Majeure and temporary closures of not more than one hundred eighty (180) days or such longer period as may be necessary to construct capital improvements, remodels or repairs to the Project Improvements and/or reconstruct the Project Improvements following a casualty or condemnation event affecting the Project Improvements.

4.2 **Future Phases; Timing of Development.**

Company may develop the Land in Phases extending over a period of years; and, if so, Company shall be eligible for separate Future Phase Abatements for each Future Phase that achieves the Subsequent Investment Threshold (defined and described in Section 4.4.3). For the avoidance of doubt, the Subsequent Investment Threshold for each Future Phase must be met by Investment in Project Improvements and Personal Property within such Future Phase, and will not include replacement/refresh of Personal Property that is a part of a prior Phase previously designated by Company.

Each Phase shall have a separate Abatement Period. Abatement Periods for separate Phases may run concurrently or sequentially. Company may designate separate Phases with a description of the real property improvements and Personal Property that constitutes a Phase, without the necessity of further approval or signature of the Parties. Company shall use commercially reasonable efforts to provide the City with at least 30 days advance written notice of the Commencement of Construction of a Future Phase; provided, however, that failure to give such

notice shall not constitute a breach or default of this Agreement and shall not entitle the City to terminate the Agreement or receive repayment, and shall not preclude the Company from receipt of the full Future Phase Abatement (for each Phase, as applicable). Notice to the City designating any Future Phase(s) must be provided on or prior to ten (10) years after the Effective Date (“**Designation Deadline**”). For a Future Phase to be eligible for a separate future Phase Abatement, the Commencement of Construction for the applicable Future Phase must occur on or before the Designation Deadline, the Completion Date for such Future Phase must occur on or before the Completion Deadline, and Company must expend or cause the expenditure by the Completion Deadline of the Subsequent Investment Threshold (at a minimum) for such Future Phase. For the avoidance of doubt, the Designation Deadline is a deadline by which Company may designate Phases and the Abatement Period for Future Phases may extend beyond and occur past the Designation Deadline and the Completion Deadline. There is no cap on the amount of Investment or improvements that may constitute a Phase.

Notwithstanding any statement to the contrary herein, all terms, conditions and obligations of this Agreement shall apply to each Phase independently.

The City acknowledges that as of the Effective Date, the Company cannot predict if, when or at what rate the development of the Project will occur, which will depend upon numerous factors, including factors outside of the control of the Company, such as market orientation and demand, competition, availability of qualified laborers and weather conditions. The Company may develop the Project in such order and at such rate and times as the Company deems appropriate in its sole and absolute discretion, which the City agrees is consistent with the intent, purpose and understanding of the Parties. Nothing in this Agreement shall be construed to require the Company to proceed with developing the Project or any Phase or portion thereof; however, development of the Project (or Phase or portion thereof) in accordance with the terms of this Agreement is a condition precedent to receipt of the Abatement (for each Phase, as applicable).

4.3 Phase 1 Development Employment Commitment.

Company will provide or cause to be provided (including through a contractor) at least one hundred (100) Full-Time Jobs on the Phase 1 Development Site by the Completion Deadline, and Company will maintain at least one hundred (100) Full-Time Jobs on the Phase 1 Development Site until the expiration of the Term (the “**Employment Commitment**”), with the minimum average wage of such one hundred (100) Full-Time Jobs of at least \$40,000 on an annualized basis. In determining the average wage of such one hundred (100) Full-Time Jobs, Company may include the amount reported in Box 5 of an employee’s W-2 Wage and Tax Statement (as may be adjusted to annualize such compensation in the case of partial years of employment), which represents gross taxable compensation. Jobs as of December 31 of the year they were created may be included for reporting purposes if they otherwise meet the requirements of being a Full-Time Job. Nothing in this Agreement shall be construed to require the Company to achieve the

Employment Commitment; however, the Employment Commitment is a condition precedent to receipt of the Phase 1 Development Abatement.

4.4. Reports and Filings by Company.

4.4.1. Phase 1 Development Completion Report.

Provided that the Completion Date occurred on or before the Completion Deadline, on or before March 1 of the first full calendar year following the calendar year in which the Completion Date occurs, Company must provide a written report to the City, substantially in the form attached hereto as **Exhibit “C”**, that confirms Company achieved the Phase 1 Development Investment Commitment (the **“Phase 1 Development Completion Report”**).

4.4.2. Phase 1 Development Employment Report.

On or before March 1 of the first full calendar year following the year in which the Completion Date occurs and on or before March 1 thereafter for each year during the Term, Company shall certify to the City the total number of individuals who held Full-Time Jobs on the Phase 1 Development Site as of December 31 of the previous year.

4.4.3 Subsequent Investment Report.

At any time after Company submits the Phase 1 Development Completion Report (provided that Commencement of Construction of a Future Phase occurred on or prior to the Designation Deadline and the Completion Date for such Future Phase occurred on or before the Completion Deadline), Company may file one or more **“Subsequent Investment Report(s)”** with the City, substantially in the form attached hereto as **Exhibit “D”**, to confirm that Company has made or caused to be made additional Investment on the Land (including within the Project Improvements) in an aggregate amount of at least Ten Million Dollars (\$10,000,000) (**“Subsequent Investment Threshold”**), which must be comprised of additional Investment (i) in Project Improvements and Personal Property within such Future Phase (and will not include replacement/refresh of Personal Property that is part of Phase 1 Development or a prior Phase for which a prior Subsequent Investment Report was submitted); and (ii) that was not outlined in the Phase 1 Development Completion Report or a prior Subsequent Investment Report (**“Subsequent Investment”**).

Notwithstanding any statement to the contrary herein, as stated in Section 4.2, Company may (but shall not be required to) designate one or more Phases up until the Designation Deadline.

4.4.4 Annual Certification.

Pursuant to the Code, Company is required to certify annually to taxing units that it is in compliance with the terms of the Agreement. Company will complete and certify annually to the City, during each year in which Company receives Abatement hereunder, a certificate of compliance substantially in the form attached hereto as **Exhibit “E”**, to be due not later than April 30 of each year of an Abatement Period, as applicable.

4.4.5 Failure to Submit Reports.

If Company fails to submit any report or certification required by and in accordance with Section 4.4, the City shall provide written notice to Company. If Company fails to provide any such report within thirty (30) calendar days following receipt of such written notice, the City shall have the right to terminate this Agreement. The City will not be required to provide any additional notices under Section 6.5 before terminating this Agreement in accordance with the provisions of this Section.

4.5. Audits.

Provided at least fifteen (15) Business Days’ notice is given, the City will have the right to audit the business records of Company that relate solely to the information necessary to evaluate compliance with this Agreement. If any such documentation or records are contained in business records of Company that also contain unrelated matters, Company may redact any unrelated matters that are non-essential to the audit of any applicable information. If any such documentation or records are contained in business records of Company that also contain unrelated matters, Company may redact any unrelated matters that are non-essential to the audit of any applicable information. All such business records provided by the Company to the City shall be treated as “confidential business information” as set forth in Section 18, and to the extent that such business records also qualify as trade secrets, such business records shall be so treated as trade secrets under the TPIA.

4.6. Inspections of Land and Project Improvements.

Provided at least ten (10) calendar days’ notice is given, the City will have the right to inspect and evaluate the Land and the Project Improvements with an Company’s representative present solely in order for the City to monitor or verify compliance with the terms and conditions of this Agreement.

For the avoidance of doubt, this Section 4.6 is not intended to and does not prohibit the City from performing other inspections or evaluations as may be required or allowed by Applicable City Rules or any other laws, rules, or regulations.

4.7 Use of Land.

The Land must be used at all times during the Term of this Agreement for purposes connected with the business operations of Company (or its assignee(s)) and its Affiliates, as described in the Recitals, and further described in Section 4.1, and otherwise in a manner that is consistent with the general purposes of encouraging development or redevelopment of the Zone.

5. TAX ABATEMENT.

5.1. Phase 1 Development.

Subject to the terms and conditions of this Agreement, provided that Company (i) achieves the Phase 1 Development Investment Commitment by the Completion Deadline, the City hereby grants and Company will be entitled to receive the Phase 1 Development Abatement for Phase 1 Development during each year of the Abatement Period, beginning with the First Year of Abatement.

5.2. Future Phases.

Subject to the terms and conditions of this Agreement, for each Future Phase that the Commencement of Construction occurs on or prior to the Designation Deadline, and meets the Subsequent Investment Threshold by the Completion Deadline, the City hereby grants, and Company will be entitled to receive, the Future Phase Abatement for each such Future Phase during each year of the Abatement Period for such Future Phase(s), respectively, beginning with the First Year of Abatement for each Future Phase, as applicable. There is no limit on the number of Future Phases (and corresponding Future Phase Abatements) for the same, so long as each such Future Phase meets the Subsequent Investment Threshold and otherwise complies with the terms of this Agreement, including that the Commencement of Construction for such Phase(s) occurs on or prior to the Designation Deadline and the Completion Date for such Future Phase(s) occurs on or before the Completion Deadline.

5.3 Commencement of Abatement Period.

City and Company agree and acknowledge that the commencement of the Abatement Period is deferred to a date that is subsequent to the Effective Date of this Agreement, as authorized by Section 312.007 of the Code.

6. DEFAULT, TERMINATION AND FAILURE BY COMPANY TO MEET VARIOUS DEADLINES AND COMMITMENTS.

6.1 Failure to Meet Investment Commitment.

If the Commencement of Construction for the Phase 1 Development does not occur before the Commencement of Construction Deadline (subject to Force Majeure), if the Completion Date for Phase 1 Development does not occur on or before the Completion Deadline (subject to Force Majeure), or if the Phase 1 Development Investment Commitment is not met by the Completion Deadline (subject to Force Majeure), the City shall have the right to terminate this Agreement by providing one hundred eighty (180) days advance written notice to Company without further obligation to Company hereunder; provided, however that if the Commencement of Construction occurs, the Completion Date of the Phase 1 occurs, or the Development Investment Commitment is satisfied (as applicable) prior to the expiration of such one hundred eighty (180) day period, then this Agreement shall not terminate and the City's notice of termination shall be deemed to have been rescinded.

6.2 Failure to Pay City Taxes.

A default shall occur under this Agreement if any ad valorem taxes owed on the Land, the Project Improvements, or on Personal Property owned by Company and/or an Affiliate, become delinquent and Company does not pay such taxes, cause such taxes to be paid or properly follow the legal procedures for protest and/or contest of any such taxes within the cure period specified herein. If any ad valorem taxes owed on the Land, Project Improvements, or on the Personal Property owned by Company and/or an Affiliate become delinquent, prior to the City terminating this Agreement (i.e., the City may not terminate the Agreement until it provides such notice and cure period), City shall notify Company in writing and Company shall have thirty (30) calendar days from receipt of such notice to cure such default. If the default has not been cured by such time, the City shall have the right to terminate this Agreement immediately by providing written notice to Company and shall have all other rights and remedies that may be available to it under the law or in equity necessary to collect such delinquent taxes.

6.3 Foreclosure.

Subject to any rights of a Mortgagee pursuant to Section 16, upon the occurrence of any of the following events, the City will have the right to terminate this Agreement, immediately upon provision of written notice to Company: (i) the completion of an action to foreclose or otherwise enforce a lien, Mortgage or deed of trust on the Land or improvements located on the Land; (ii) the involuntary conveyance to a third party of the Land or improvements located on the Land; or (iii) the appointment of a trustee or receiver for the Land or improvements located on the Land.

6.4 Knowing Employment of Undocumented Workers.

Company acknowledges that the City is required to comply with Chapter 2264 of the Texas Government Code, enacted by House Bill 1196 (80th Texas Legislature), which relates to restrictions on the use of certain public subsidies. Company hereby certifies that Company, and any branches, divisions, or departments of Company, does not and will not knowingly employ an undocumented worker, as that term is defined by Section 2264.001(4) of the Texas Government Code. In the event that Company, or any branch, division, or department of Company, is convicted of a violation under 8 U.S.C. Section 1324a(f) (relating to federal criminal penalties and injunctions for a pattern or practice of employing unauthorized aliens), subject to any appellate rights that may lawfully be available to and exercised by Company, Company shall repay, within one hundred twenty (120) calendar days following receipt of written demand from the City, the aggregate amount of the value of the Abatement received by Company hereunder, if any, plus Simple Interest at a rate of four percent (4%) per annum.

For the purposes of this Section 6.4, “**Simple Interest**” is defined as a rate of interest applied only to an original value, in this case the aggregate value of Abatement received by Company pursuant to this Agreement. This rate of interest can be applied each year, but will only apply to the amount of the Abatement received hereunder and is not applied to interest calculated. For example, if the value of the Abatement received by Company hereunder is \$10,000 and it is required to be paid back with four percent (4%) interest five years later, the total amount would be $\$10,000 + [5 \times (\$10,000 \times 0.04)]$, which is \$12,000. This Section 6.4 does not apply to violations of any subsidiary or other Affiliate of Company, any franchisees of Company, or any person or entity with whom Company contracts.

6.5 General Default.

Unless and to the extent stated elsewhere in this Agreement, a Party will be in default under this Agreement if that Party breaches any material term or condition of this Agreement and such breach remains uncured after thirty (30) calendar days following receipt of written notice from the other Party referencing this Agreement and identifying the default and curative action required to cure the same (or, if the Party in breach has diligently and continuously attempted to cure following receipt of such written notice but reasonably requires more than thirty (30) calendar days to cure, then such additional amount of time as is reasonably necessary to effect cure), the non-defaulting Party, will have the right to terminate this Agreement immediately by providing written notice to the other Party as well as all other available rights and remedies under the law, except as limited pursuant to the terms of this Agreement; provided, however, that with the exception of the provisions of Section 6.6, the City’s remedies against the Company shall be limited to terminating any future abatements and no recapture of previously abated amounts shall be permitted hereunder.

6.6 City's Remedy in the Event of Default.

In the event of an uncured Material Breach, Company will be required to repay the City any taxes that were abated in accordance with this Agreement from and after the date of the breach and that would otherwise have been paid to the City in the absence of this Agreement. The City and Company agree that this amount is a reasonable approximation of actual damages that the City will incur as a result of an uncured Material Breach. This amount shall be due, owing and paid to the City within sixty (60) days following the effective date of termination of this Agreement by the City (if any). In the event that all or any portion of this amount is not paid to the City within sixty (60) days following the effective date of termination of this Agreement, Company shall also be liable for all penalties and interest on any outstanding amount at the statutory rate for delinquent taxes, as determined by the Code at the time of the payment of such penalties and interest.

6.7 Mutual Waiver of Consequential Damages.

Each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

7. INDEPENDENT CONTRACTOR.

It is expressly understood and agreed that Company shall operate as an independent contractor in each and every respect hereunder and not as an agent, representative or employee of the City. Company shall have the exclusive right to control all details and day-to-day operations relative to the Land and any improvements thereon and shall be solely responsible for the acts and omissions of its officers, agents, servants, employees, contractors, subcontractors, licensees and invitees. Company acknowledges that the doctrine of *respondeat superior* will not apply as between the City and Company, its officers, agents, servants, employees, contractors, subcontractors, licensees, and invitees. The Parties agree that nothing in this Agreement will be construed as the creation of a partnership or joint enterprise between the City and Company.

8. INDEMNIFICATION AND RELEASE.

COMPANY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY ARISE OUT OF OR BE OCCASIONED BY (i) COMPANY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF COMPANY, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR

OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE COMPANY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE CITY AGAINST CLAIMS CAUSED BY THE CITY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE CITY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE COMPANY'S INDEMNITY OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE COMPANY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

THE CITY HEREBY RELEASES AND AGREES TO HOLD HARMLESS COMPANY, ITS OFFICERS, AGENTS, AFFILIATES AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE FOR PROPERTY DAMAGE OR LOSS AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY (i) THE CITY'S DEFAULT WITH RESPECT TO ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF THE CITY, ITS OFFICERS, SERVANTS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE LAND, IMPROVEMENTS ON THE LAND, INCLUDING THE PROJECT IMPROVEMENTS, AND ANY OPERATIONS AND ACTIVITIES THEREON, OR OTHERWISE TO THE PERFORMANCE OF THIS AGREEMENT. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL NOT, HOWEVER, BE REQUIRED TO INDEMNIFY THE COMPANY AGAINST CLAIMS CAUSED BY THE COMPANY'S SOLE NEGLIGENCE OR WILLFUL MISCONDUCT, AND IF THE COMPANY INCURS CLAIMS THAT ARE CAUSED BY THE CONCURRENT FAULT OR NEGLIGENCE OF COMPANY AND THE CITY, THE CITY'S OBLIGATION WILL BE LIMITED TO A FRACTION OF THE TOTAL CLAIMS EQUIVALENT TO THE CITY'S OWN PERCENTAGE OF RESPONSIBILITY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

9. NOTICES.

Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered (i) personally, with acknowledgment of receipt being obtained by the delivering Party; (iii) by U.S. Certified Mail, return receipt requested; or (iv) by overnight delivery service by a reliable company, such as Federal Express or the United States Parcel Service. Until further notification by written notice in the manner required by this Section 9, notices to the Parties shall be delivered as follows:

City:

City of Temple

Attn: City Manager
2 N. Main Street, Suite 306
Temple, Texas 76501
Email: citymanagerweb@templetx.gov

Company:

H-E-B, LP
Attn: Vice President of Real Estate
646 South Flores Street
San Antonio, Texas 78204
price.donna@heb.com
baker.brett@heb.com

With a copy to:

Legal Department
Attn: City Attorney
2 N. Main Street, Suite 308
Temple, Texas 76501
Email: legal@templetx.gov

With a copy to:

Golden Steves & Gordon
Attn: Ami Gordon
200 East Basse Road, Suite 200
San Antonio, Texas 78209

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the third (3rd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

10. ASSIGNMENT AND SUCCESSORS.

10.1 Affiliates.

Company may assign its rights and obligations under this Agreement, in whole or in part, without the consent of the City, but upon written notice to the City to an Affiliate or in connection with any merger, reorganization or consolidation of the Company. Upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned.

10.2 Collateral Assignment.

Company may assign its rights and obligations under this Agreement to a financial institution or other lender for purposes of granting a Mortgage in the Land and/or improvements thereon without the consent of the City, but upon written notice to the City.

10.3 Other Assignment.

Except as otherwise provided herein, Company may not assign, transfer or otherwise convey any of its rights or obligations under this Agreement to any other person or entity without the consent of the City Council, which consent shall not be unreasonably withheld, conditioned or delayed; provided that the proposed assignee

first executes a written agreement with the City under which the proposed assignee agrees to assume and be bound by all covenants and obligations of Company under this Agreement, to the extent of the rights and obligations assigned (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder to the extent of the rights and obligations so assigned). Any permitted assignee or successor in interest of Company under this Agreement shall be deemed "Company" for all purposes under this Agreement.

11. ESTOPPEL CERTIFICATE.

Upon written request by Company to the City, the City will provide Company within fifteen (15) days with a certificate stating, as of the date of the certificate, (i) whether this Agreement is in full force and effect and, if Company is in default of this Agreement, the nature of the default and the curative action required to cure the same; (ii) a statement as to whether this Agreement has been amended and, if so, the identity of each amendment; and (iii) any other factual matters reasonably requested that relate to this Agreement. The City Manager or its authorized designee may execute, on behalf of the City, any estoppel certificate requested by the Company that is consistent with this Section 11. The City acknowledges that an estoppel certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Land.

12. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS.

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations.

13. LIMITED WAIVER OF IMMUNITY.

The Parties are entering into this Agreement in reliance upon its enforceability. Consequently, the City unconditionally and irrevocably waives all claims of sovereign and governmental immunity which it may have (including, but not limited to, immunity from suit and immunity to liability), if any, to the extent, but only to the extent, that a waiver is necessary to enforce specific performance of this Agreement (including all of the remedies provided under this Agreement) and to give full effect to the intent of the Parties under this Agreement. Notwithstanding the foregoing, the waiver contained herein shall not waive any immunities that the City may have with respect to claims of injury to persons or property, which claims shall be subject to all of their respective immunities and to the provisions of the Texas Tort Claims Act. Further, the waiver of immunity herein is not enforceable by any party not a Party to this Agreement.

14. NO WAIVER.

The failure of either Party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that Party's right to insist upon appropriate performance or to assert any such right on any future occasion.

15. VENUE AND JURISDICTION; ATTORNEYS' FEES.

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in and be brought exclusively in the courts of Bell County, Texas. This Agreement shall be construed in accordance with the laws of the State of Texas. In the event any action is brought by either Party hereto against the other Party, relating to or arising out of this Agreement, the transaction described herein or the enforcement hereof, the prevailing Party shall be entitled to recover from the other Party the reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including, without limitation, the costs and fees incurred in connection with the enforcement or collection of any judgment obtained in any such proceeding. The provisions of this Section 15 shall survive the termination of this Agreement and the entry of any judgment, but shall not merge, or be deemed to have merged, into any judgment.

16. MORTGAGES.

16.1 Mortgages.

This Agreement shall not prevent or limit the Company from encumbering the Land or any estate or interest therein, portion thereof, or any improvement thereon, in any manner whatsoever by one or more Mortgages with respect to the construction, development, use or operation of the Project or any portion thereof. The City acknowledges that the Company may request modifications of this Agreement required by a lender. The City will not unreasonably withhold its consent to any such requested modification that is consistent with the intent and purposes of this Agreement and does not alter, diminish or reduce any of the Company's financial obligations of the City.

16.2 Mortgagee Not Obligated.

A Mortgagee shall not have any obligation or duty to perform pursuant to the terms set forth in this Agreement unless it or any of its insiders or affiliates acquire all or any part of the Land or Project as a result of exercise of its foreclosure or other remedies.

16.3 Mortgagee Notice and Cure Rights.

If requested in writing by a Mortgagee, the City shall deliver to such Mortgagee any notice of default delivered to the Company hereunder. Notwithstanding any statement to the contrary herein, a Mortgagee shall have the right, but not the obligation, to cure any monetary default thirty (30) days after such Mortgagee receives such notice, during which period the City shall not exercise any remedies hereunder.

17. SEVERABILITY; CONFLICTING LAW.

If any provision of this Agreement is held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired. If any law is enacted after the Effective Date that prohibits either Party from materially performing its duties and obligations under this Agreement or that affects the ability of Company to receive the Abatement (or any portion thereof) hereunder, the Parties agree to meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement that preserves, to the extent reasonably possible, the original intentions of the Parties under this Agreement, with the understanding that this Agreement cannot be amended without the approval of the City Council.

18. CONFIDENTIAL INFORMATION.

City and Company acknowledge and agree that this Agreement and any information provided by Company to the City may be subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the “TPIA”). If the City receives a request for information about Company or this Project that may be considered a trade secret or confidential business information, the City shall follow the standards set out in the TPIA and under the Texas Attorney General’s procedures for such requests. Company shall be responsible for defending the confidentiality of such information at its sole cost and expense.

19. MUTUAL ASSISTANCE; DISPUTE RESOLUTION.

The Parties will do all things reasonably necessary or appropriate to carry out the objectives, terms and provisions of this Agreement and to aid and assist each other in carrying out such objectives, terms and provisions, including without limitation, the City facilitating approval of City permits, documents, and other instruments as may be reasonably necessary in carrying out such objectives. In case of any disputes arising under this Agreement, the City and Company agree to attempt to resolve such disputes through good faith negotiations between authorized representatives of both Parties. If a dispute cannot be resolved through good faith negotiations, either Party may pursue any available legal remedies in any court of competent jurisdiction that satisfies the requirements of Section 15, or, if both Parties mutually agree, the dispute may be submitted to binding arbitration in accordance with procedures to which both Parties agree.

20. CITY PROCEDURES AND ACTIONS.

The City Council, after conducting a duly-noticed public meeting, adopted Resolution No. _____ on March 16, 2023, effective immediately upon adoption, which resolution (i) confirmed the City Council’s approval of this Agreement and the City Council’s finding that the provisions of this Agreement are consistent with the Comprehensive Plan and the Applicable City Rules and (ii) authorized the execution of this Agreement. The City represents and warrants to the Company that (a) the City has the full power and authority to enter into this Agreement and to perform its obligations

hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

21. NO THIRD-PARTY RIGHTS.

The provisions and conditions of this Agreement are solely for the benefit of the Parties, including any successor or permitted assign of Company, and are not intended to create any rights, contractual or otherwise, to any other person or entity.

22. FORCE MAJEURE.

It is expressly understood and agreed by the Parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of Force Majeure, the Party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or performance deadline shall be extended for a period of time equal to the period such Party was delayed; provided, however, in all cases, only to the extent that the Party claiming Force Majeure (1) did not cause such Force Majeure condition, and (2) throughout the pendency of such Force Majeure condition, utilizes commercially reasonable efforts to minimize the impact and delays caused by such Force Majeure condition.

23. INTERPRETATION.

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any Party, regardless of the actual drafter of this Agreement.

24. CAPTIONS.

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

25. ENTIRETY OF AGREEMENT.

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Parties as to the matters contained herein. Any prior or contemporaneous oral or written agreement regarding tax abatement, is hereby declared null and void to the extent in conflict with any provision of this Agreement, and superseded by this Agreement. Notwithstanding anything to the contrary herein, this Agreement shall not be amended unless executed in writing by both Parties and approved by the City Council.

26. WAIVER OF JURY TRIAL.

EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION

OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

27. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.

28. CONFLICTS OF INTEREST.

Neither the Land nor any improvements thereon are owned or leased by any member of the City Council or any member of the City Planning and Zoning Commission.

29. COMPLIANCE WITH TEXAS GOVERNMENT CODE.

For purposes of sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Company verifies that the Company and any parent company, wholly owned subsidiary, majority-owned subsidiary, and Affiliate (i) do not boycott energy companies and are authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in section 809.001 of the Texas Government Code; (ii) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and are authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in section 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in section 2274.001(6) and (7) of the Texas Government Code; (iii) do not boycott Israel and are authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in section 808.001 of the Texas Government Code; and (iv) unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, are not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under section 2252.153 or section 2270.0201 of the Texas Government Code.

[SIGNATURES ON NEXT PAGE]

EXECUTED as of the last date indicated below:

CITY:

City of Temple,
a municipal corporation of the State of Texas

By: _____
Name: Brynn Myers
Title: City Manager

Date: _____

APPROVED AS TO FORM AND LEGALITY:

By: _____
Name: Kathryn H. Davis
Title: City Attorney

H-E-B, LP,
a Texas limited partnership

By: _____
Name: Benjamin R. Scott
Title: Vice President of Real Estate

Date: _____

Belton Independent School District

The governing body of Belton Independent School District approves this Tax Abatement Agreement.

Belton Independent School District

Attest

School Board President

EXHIBITS

“A” – Description of the Land

“B” –Phase 1 Development Site

“C” – Form of Phase 1 Development Completion Report

“D” – Form of Subsequent Investment Report

“E” – Form of Certificate of Compliance

EXHIBIT "A"

Legal Description of the Land

Lot 1, Block 1, HEB-CTRSC, Phase Two, an addition to the City of Temple, Bell County, Texas, according to the map or plat of record in Document No. 2021-54948, Official Public Records of Real Property, Bell County, Texas.

ISSUE #	DATE	DESCRIPTION

100% DESIGN DEVELOP FOR REVIEW (CIVIL PACKAGE)

CIVIL SITE PLAN

C3.1

EXHIBIT B



- LEGEND**
- NEW PAVEMENT SECTION (PER SECTION DETAIL)
 - NEW HEAVY DUTY PAVEMENT SECTION (PER SECTION DETAIL)
 - NEW PAVING LOT
 - NEW CONCRETE SLAB (PER PROJECT DETAILS)
 - NEW CONCRETE CURBS AND GUTTERS (PER PROJECT DETAILS)
 - NEW WATER SERVICE/TIRE SERVICE (PER PROJECT DETAILS)
 - NEW 12" WATER MAIN
 - NEW FIRE HYDRANT
 - NEW SANITARY SEWER SERVICE
 - NEW SANITARY SEWER MANHOLE
 - NEW SANITARY SEWER CLEANOUT
 - NEW STORM SEWER
 - NEW STORM INLET
 - NEW MANHOLE

- KEYED NOTES**
1. CALL OUT DETAIL FOR R/W/STAKE POLE
 2. CATCH BASIN OVERFLOW BENCHING
 3. EXISTING PAVING
 4. EXISTING WATER MAIN/UTILITY
 5. EXISTING SANITARY SEWER
 6. EXISTING STORM SEWER
 7. NEW SANITARY SEWER SERVICE (CONSTRUCTION)
 8. NEW WATER SERVICE/TIRE SERVICE (OPEN TO UTILITY DEPT FOR CONSTRUCTION)
 9. NEW 12" WATER MAIN (OPEN TO UTILITY DEPT FOR CONSTRUCTION)
 10. FIRE HYDRANT (PER HIS SPECIFICATIONS)
 11. FURNISH AND INSTALL (PER HIS SPECIFICATIONS)
 12. NEW STONE BANKING (PER HIS SPECIFICATIONS)
 13. NEW PAVEMENT (PER HIS SPECIFICATIONS)
 14. NEW SECURITY DRIVE

BENCHMARK INFORMATION

NO.	NORTHING	EASTING	ELEV.
801	10326309.21'	32324348.84'	726.46'
802	10326340.23'	32323963.07'	726.41'

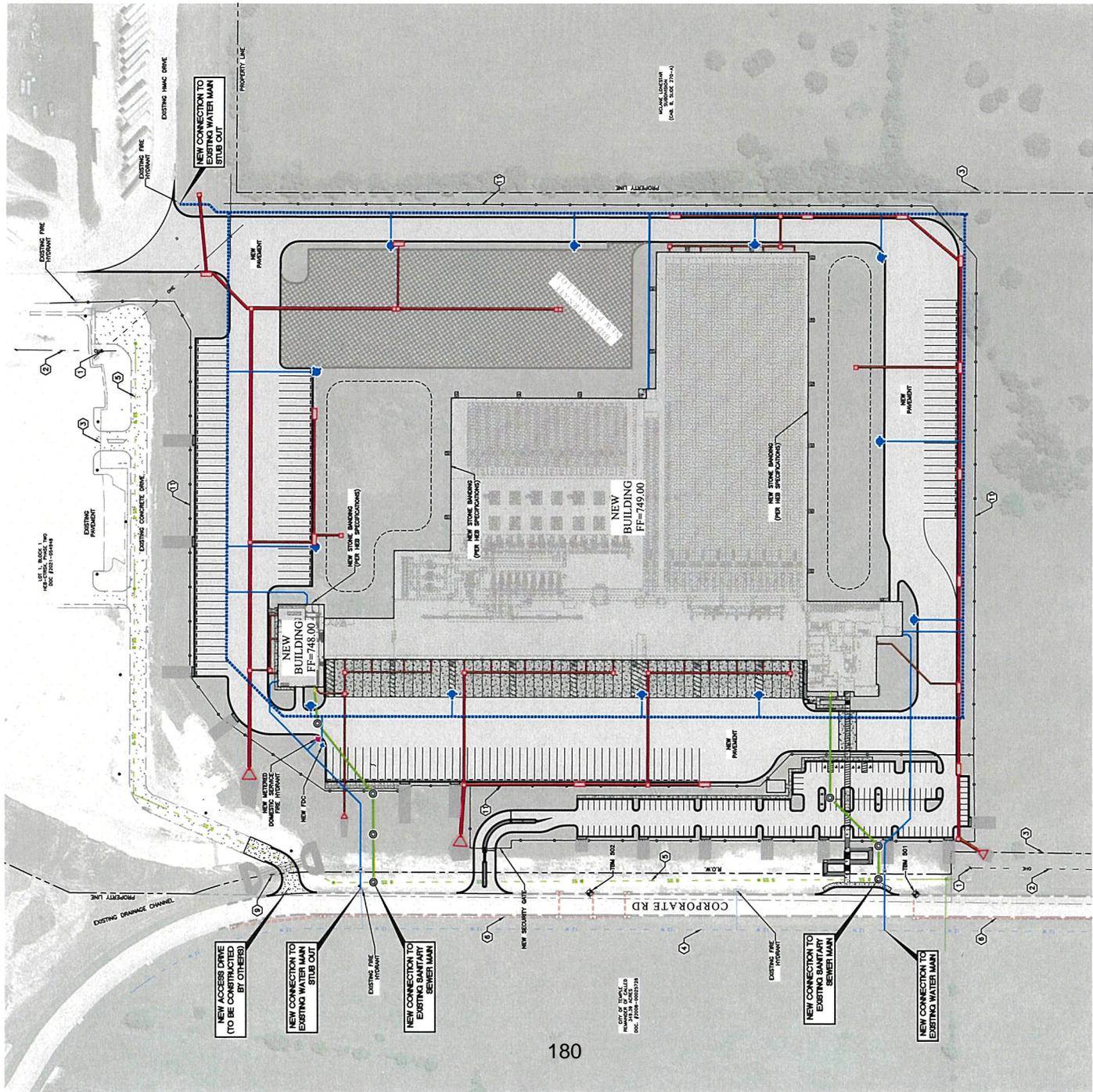


EXHIBIT "C"

Form of Phase 1 Development Completion Report

**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT
PHASE 1 DEVELOPMENT COMPLETION REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Development Costs for Phase 1	Reported Investment in Personal Property for Phase 1	Total Reported Investment for Phase 1
Total	\$	\$	\$

EXHIBIT "D"

Form of Subsequent Investment Report

**CITY OF TEMPLE – TAX ABATEMENT AGREEMENT
SUBSEQUENT INVESTMENT REPORT**

Date:
Company:
Effective Date of Agreement:

Calendar Year	Reported Investment in Development Costs for Applicable Phase	Reported Investment in Personal Property for Applicable Phase	Total Reported Annual Investment for Applicable Phase
Total	\$	\$	\$

EXHIBIT "E"

Form of Certificate of Compliance

To be filed annually with the City on or before April 30th of each year of an Abatement Period.

CERTIFICATE OF COMPLIANCE

**WITH TAX ABATEMENT AGREEMENT
BETWEEN THE CITY OF TEMPLE AND HEB GROCERY COMPANY, LP
("Agreement")**

Capitalized terms herein have the same meaning as in the Agreement.

_____, a _____ (the
"Company") hereby certifies that:

Initials _____

- 1) the Project Improvements related to the outstanding abatements have been completed and all such improvements have been constructed or installed pursuant to said Agreement,
- 2) all ad valorem taxes not abated by the Agreement have been timely paid by Company,
- 3) If applicable, Company is in compliance with the Employment Commitment for such year; and
- 4) all other terms and conditions of this Agreement have been complied with.

OR

The Company hereby certifies that:

Initials _____

The Company is not in compliance with the Agreement because Company does not meet the following requirements for the current year (list all that apply):

Executed on the _____ day of _____, _____

Printed Name: _____
 Title: _____
 Signature: _____