



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 July 15, 2024, 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 5**
 - A. Student Pledges - Charter Oak Elementary and Lake Belton Middle School Students
 - B. Student Showcase - Gifted & Talented Family Passion Project
 - C. Department Showcase - Custodial Services
 - D. Community Partner Recognitions
 1. Wal-Mart
 2. Belton Educational Enrichment Foundation (BEEF)
- 3. Public Comments Regarding Items on the Agenda**
- 4. Action Items**

A. Consider, Discuss, and Take Appropriate Action Regarding Adoption of the 2024-2025 District Key Progress Measures	7
5. Reports	
A. Belton Educational Enrichment Foundation (BEEF) Annual Report	13
B. Annual Gifted & Talented Report	22
C. 2022 Bond Projects Report	33
D. Superintendent's Report	48
E. Board Highlights	
6. Consent Agenda: Consider and Take Appropriate Action	
A. Minutes of Previous Meetings:	
1. June 10, 2024 Special Meeting	54
2. June 17, 2024 Workshop Meeting	55
3. June 17, 2024 Regular Meeting	57
B. Unaudited Financial Report for the Month Ending June 30, 2024	64
C. Budget Amendment #10 for 2023-2024	79
D. Expenditures over \$50,000	84
1. Renewal of STAR Early Literacy & Reading Software Licenses	
2. Renewal of Freckle Math Software License for Renaissance Learning	
3. Renewal of Goalbook Toolkit for Special Programs Student Education Plans	
4. Renewal of Nearpod, LLC for Software Licenses	
E. Supply, Equipment, and Service Bids	
1. RFP #2403-525-351 Moving Services and Supplies	86
2. RFP# 2403-800-340 Charter Bus Services	88
3. RFP #2404-375-357 Fine Arts Equipment, Supplies, Materials & Misc. Services (Supplemental II)	90
4. RFP #2404-775-360 Fleet Vehicle Pre-Qualified Dealerships	92
5. RFP #2406-400-367 Cafeteria Tables for Joe Pirtle Elementary	94
F. Memorandums of Understanding	95

1. Renewal of Memorandum of Understanding for OnRamps with the University of Texas at Austin	97
2. Renewal of Memorandum of Understanding for Dual Credit - University of Texas Permian Basin	118
3. Renewal of Memorandum of Understanding for Dual Credit - Temple College	137
G. Renewal of Interlocal Agreement with City of Temple After-School Daycare	143
H. Renewal of School Resource Officer (SRO) Interlocal Agreement between the City of Belton, Texas and the Belton Independent School District	150
I. Renewal of School Resource Officer (SRO) Interlocal Agreement between the City of Temple, Texas and the Belton Independent School District	159
J. Renewal of Resolution Regarding the Extracurricular Status of 4-H Organizations	169
K. County Extension Agents as Adjunct Staff Members	171
L. Renewal of Education Service Center Region 20 Purchasing Cooperative Commitment for 2024-2025	174
M. Designate Officer to Calculate District Tax Rates	177
N. Texas Association of School Boards Insurance Renewal	179
O. Agricultural Property-Use Agreement for River Farms Property	194
7. Board Requests for New Information and/or Reports	
8. Public Comments Regarding Non-Agenda Items	
9. Closed Session (Texas Government Code, Subchapters D and E)	
A. Student Disciplinary Matter - Texas Government Code, Section 551.082	
B. Personnel - Texas Government Code, Section 551.074	
1. Personnel Matters	
2. Formative Evaluation of the Superintendent	
C. Consultation with Attorney - Texas Government Code, Section 551.071	
10. Reconvene in Open Session	

11. Adjourn

Belton Independent School District
Board of Trustee Meeting Agenda Item
July 15, 2024

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 Pledges – Charter Oak Elementary & Lake Belton Middle School

This evening, Lake Belton Middle School sixth-grader Kenneth Carroll and Charter Oak Elementary third-grader Beckett Steinke led the pledges.

Kenneth’s favorite subject is math, and he loves to play video games and soccer.

Beckett is part of the BISD Gifted & Talented program and loves engaging in learning challenges.

Student Showcase – Gifted & Talented Family Passion Project

The showcase for tonight’s meeting features participants from BISD’s Gifted & Talented Family Passion Project. These families spent the day at Lake Belton High School, participating in collaborative experiences that united families around shared interests, hobbies, and causes. Whether it's gardening, cooking, volunteering, or creative arts, these projects offer opportunities for bonding, learning, and making meaningful contributions together. Passion projects ignite creativity, strengthen relationships, and foster a sense of shared purpose within families.

Department Showcase - Custodial Services

We are celebrating our Custodial Services team for their hard work preparing our buildings for the coming school year. BISD's 126 custodians diligently clean every facility, covering over 2 million square feet each day. These dedicated staff members work year-round to provide a clean and safe environment for our students and staff. Among them are 19 lead custodians who guide their respective teams. The Custodial Department is overseen by Custodial Director Maria Garcia and Custodial Supervisor Francisca Guzman.

Community Partner Recognition - Walmart

The district is proud to recognize the Walmart store on West Adams in Temple as this month's community partner. We extend our heartfelt thank you to Walmart for demonstrating their support of our school district and staff during the severe weather in May. Their generosity and assistance have been invaluable in helping us recover and ensure the safety and well-being of our students and staff. We deeply appreciate their commitment to our community during challenging times. Thank you to our friends at Walmart!

Community Partner Recognition - Belton Educational Enrichment Foundation (BEEF)

Belton ISD is celebrating our partnership with the Belton Educational Enrichment Foundation. The Foundation is governed by 33 volunteer Board of Directors who represent various segments of the Belton ISD community. The Foundation serves the district through generous grants and scholarships, fostering educational excellence and innovation. Their commitment helps to fund numerous projects, including classroom initiatives, student enrichment programs, and professional development for teachers.

Fiscal Implications:

None.

Administrative Recommendation(s):

None.

Belton Independent School District
Board of Trustee Meeting Agenda Item
July 15, 2024

Item: Consider, Discuss, and Take Appropriate Action Regarding Adoption of the 2024-2025 District Key Progress Measures

Contact Person: Michael Morgan

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:

Texas Education Code 11.251(a) requires the district to develop, review, and revise the goals and objectives yearly. District staff have developed updated key progress measures and teams have developed actions aligned with the District goals. The administration will ask the Board to consider, discuss, and take appropriate action on the proposed District key progress measures.

[District Goals & Key Progress Measures](#)

Fiscal Implications:

N/A

Administrative Recommendation(s):

To adopt the District Key Progress Measures as presented.



Action: Adoption of the 2024-2025 District Key Progress Measures

BELTON ISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
July 15, 2024





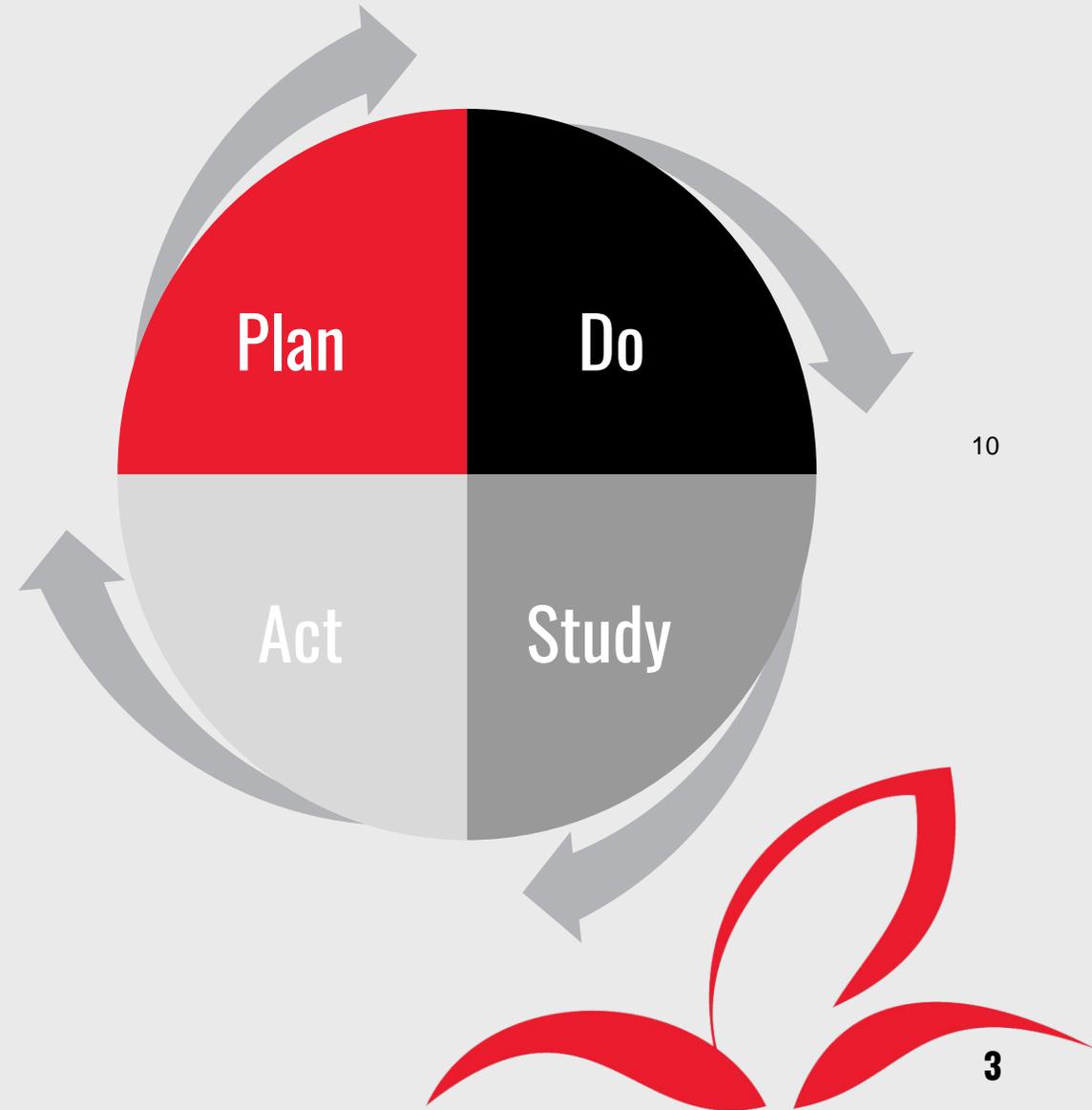
Purpose

Discuss and request approval of the 2024-2025 District Key Progress Measures.



Why

- We **value** continuous improvement.
- We **believe** a mindset of continuous improvement should be modeled by our staff and cultivated in classrooms.



Recommended Key Progress Measures by Goal

1

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

KPM: 100% of Belton ISD departments and campuses will collect and analyze baseline customer service satisfaction data using the District measurement tool and develop and implement data-driven improvement plans by January 2025.

2

Ensure exceptional learning experiences for each & every learner.

KPM: Increase the level of critical thinking in Belton ISD as measured by classroom observations using the Journey of a Graduate Competency Rubric from 63% to 70% by May 2025.

HB 3 Goals will be updated based on STAAR results.

3

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

KPM: By June 2025, 100% of new employees' onboarding plans will be formally assessed at 30, 60 & 90 days post-hire and year end, with documented feedback used to identify and implement improvements.

4

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

KPM: By June 2025, the District will increase the number of staff and student recognitions and celebrations by 25%. Baseline data will be established by October 2024.

5

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

KPM: The District's process and tools will be used to evaluate two primary programs for improvement and resource optimization by June 2025.

11



Discussion



BELTON EDUCATIONAL ENRICHMENT FOUNDATION



Presented by Ellen Burnett, President

July 15, 2024



BEEF HISTORY

FOUNDED IN 1992

Mission

Programs

32 Board Directors

Over \$1.5M in Assets



Board of Directors



Executive Board

- Ellen Burnett – President
- Tansyl White – VP Programs
- Stan Briggs – VP Development
- Tanner Johnson – VP Finance / Governance
- Brooke Helmig – Secretary
- Allyn Testroet – At Large / Development
- Melanie McCarthy – At-Large Finance/Governance
- Allix Jackson – VP Marketing / Events
- Malinda Golden* – Superintendent

Board of Directors

- Andy Bass
- Angi Johnson
- Anthony McDowell
- Beran Luce
- Brandon Bozon
- Cara Janczak
- Chenshu Lu
- Danny Vela
- Dayspring Fowler
- HB Macey
- Juli Bryan
- Jane Dominguez
- Jordan Seideman
- Joshua Knowles
- Lucas Cali
- Madeline Marshall
- Michael Potts
- Michael Woodard
- Pam Harler
- Rucker Preston*
- Ryan Holler
- Shawn Rhodes
- Susan Higgins
- Tiffany Sommerfeld
- *Advisory/Non-Voting



Fundraising

Events

Tennis Tournament

Golf Tournament

Red Carpet

Community Support

Employee Campaign

General Donations

Named Scholarships

Grants

Carpenter Foundation

Walmart

Perry Office Plus





TEACHER GRANTS

Every campus receives funding through campus grants

400+ GRANTS TOTALING OVER \$750,000 AWARDED TO DATE

**SCHOLARSHIPS
AWARDED**



\$2.9 Million

2700 Seniors

100+

Named Scholarships

**SCHOLARSHIPS
AWARDED 2024**



\$495,400

194 Total Scholarships

BHS \$288,000

86 Scholarships

BNTH@W \$45,000

27 Scholarships

LBHS \$162,400

81 Scholarships

JOIN US FOR...



SAVE THE DATE FOR

RED CARPET
10.19.2024

@ BOLD REPUBLIC BREWING CO.

VIP HOUR: 5-6PM

EVENT TIME: 6PM-10PM

Follow us on Facebook
to stay up to date on tickets!

PROJECTING AHEAD

"There is no power for change greater than a community discovering what it cares about."

-Margaret J. Wheatley





Annual Gifted & Talented Report

BELTON ISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
July 15, 2024



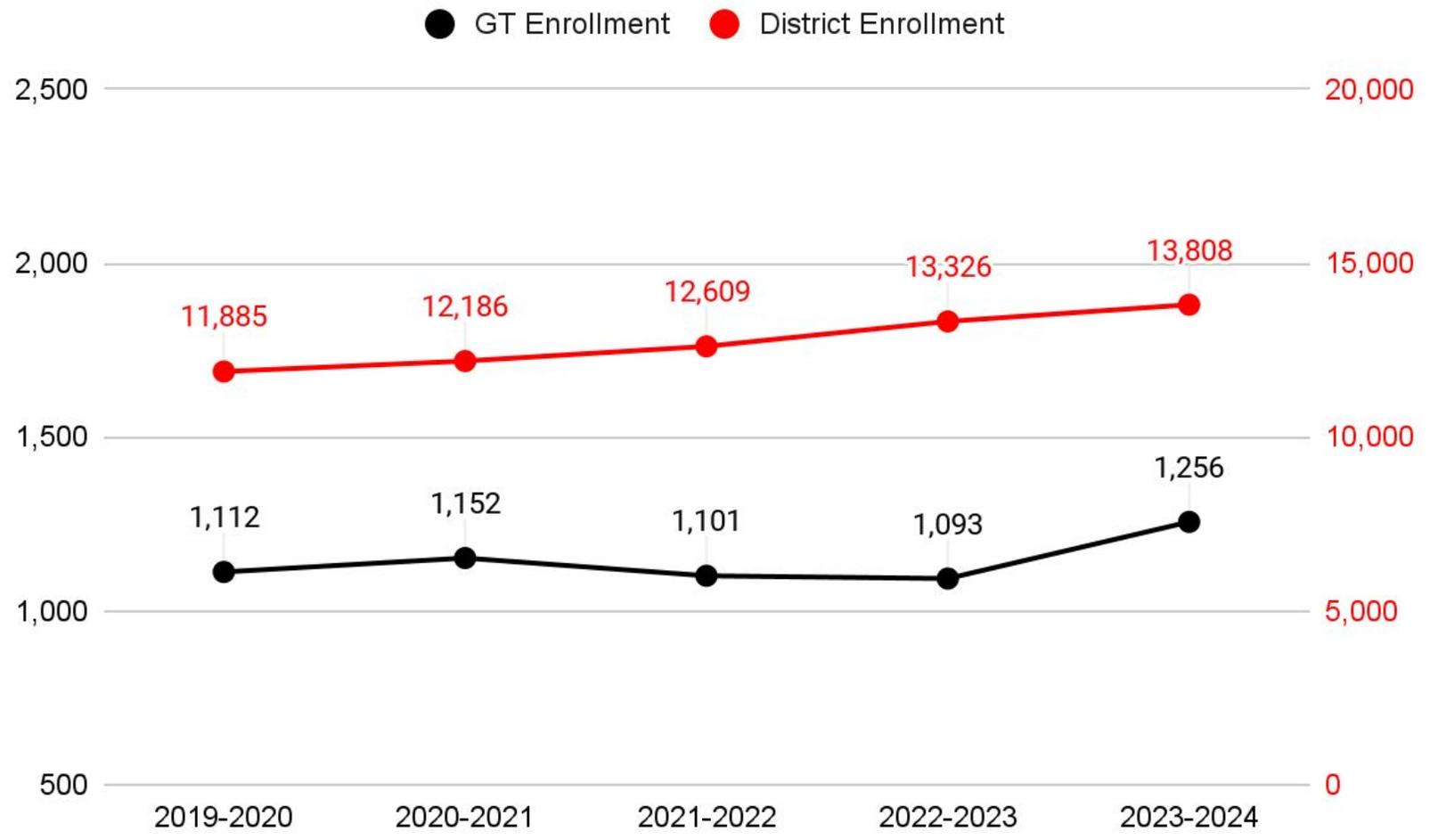


Purpose

Report on Gifted and Talented services and programming in Belton ISD.



Five Year Enrollment



24



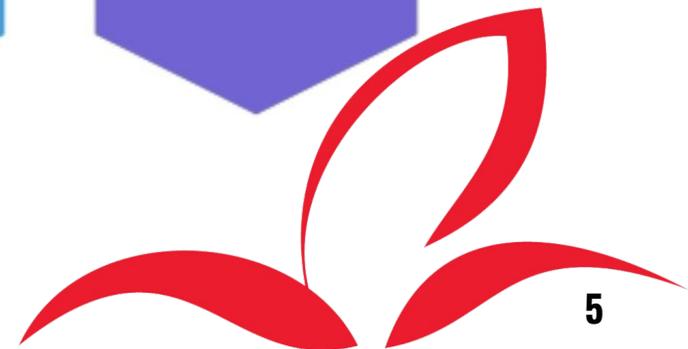
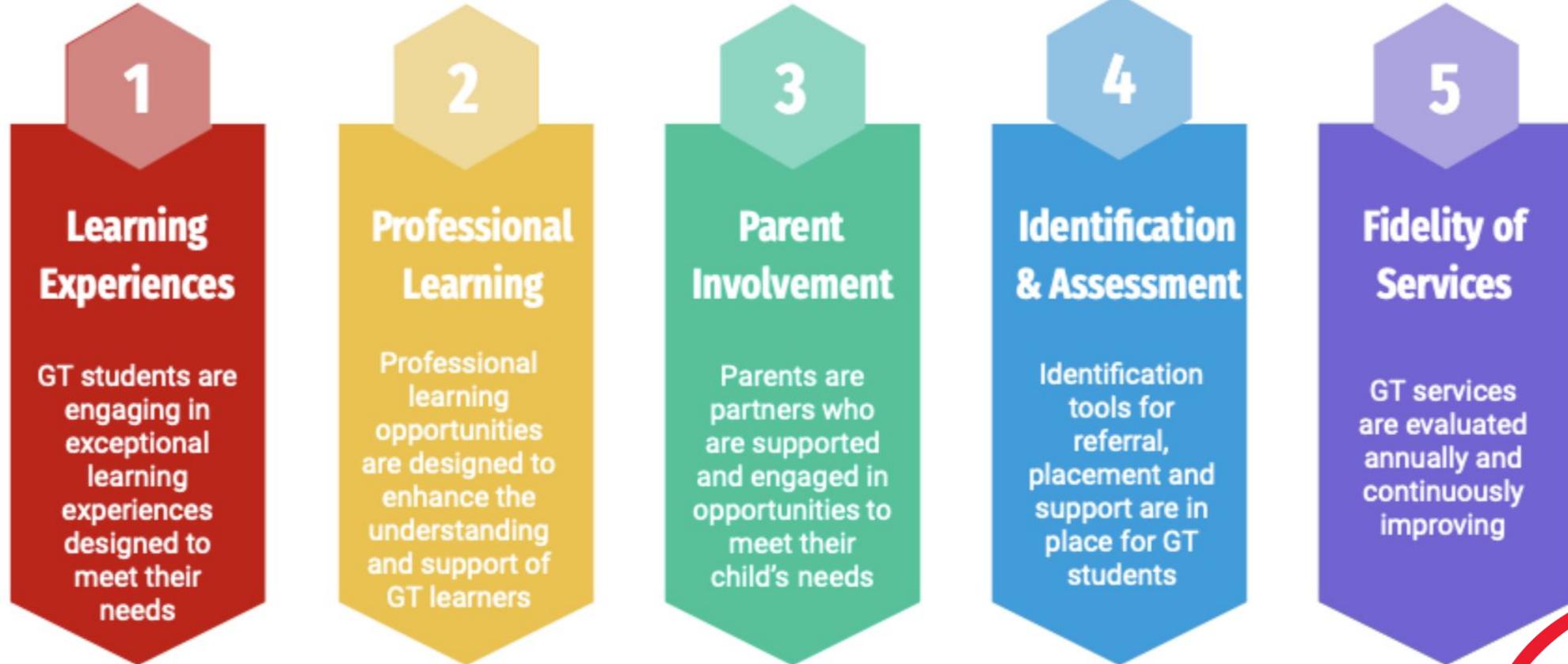
Service Model

Kinder through 5th grade	6th through 8th grade	9th through 12th grade
<ul style="list-style-type: none">● Clustering● Pull-out services	<ul style="list-style-type: none">● Advanced courses in ELAR, math, science & social studies● NEW: GT Pathways Elective	<ul style="list-style-type: none">● Advanced courses in ELAR, math, science, social studies, foreign language & CTE● NEW: AP Seminar & Research● NEW: AP Capstone Diploma Program

25



GT Strategic Plan



Learning Experiences



GT Curriculum developed for K-5th grade



Grade-level Learning Experiences
kindergarten, 7th grade, summer learning
experiences



New courses approved for secondary students



Professional Learning



On-Demand Professional Learning

specific to gifted learners implemented



Depth & Complexity learning sessions to to support learning in the classroom



Developed Professional Learning and Tracking System for staff earning 30 hour initial PD and 6 hour annual updates

1,201
on-demand
learning
enrollments

28

Parent Involvement



Parent Night held to support parents understanding of the needs of their gifted children and how best to support them



Parent Advisory Committee provided input on GT Strategic Plan



GT Showcases held at campuses



Family Passion Project Day



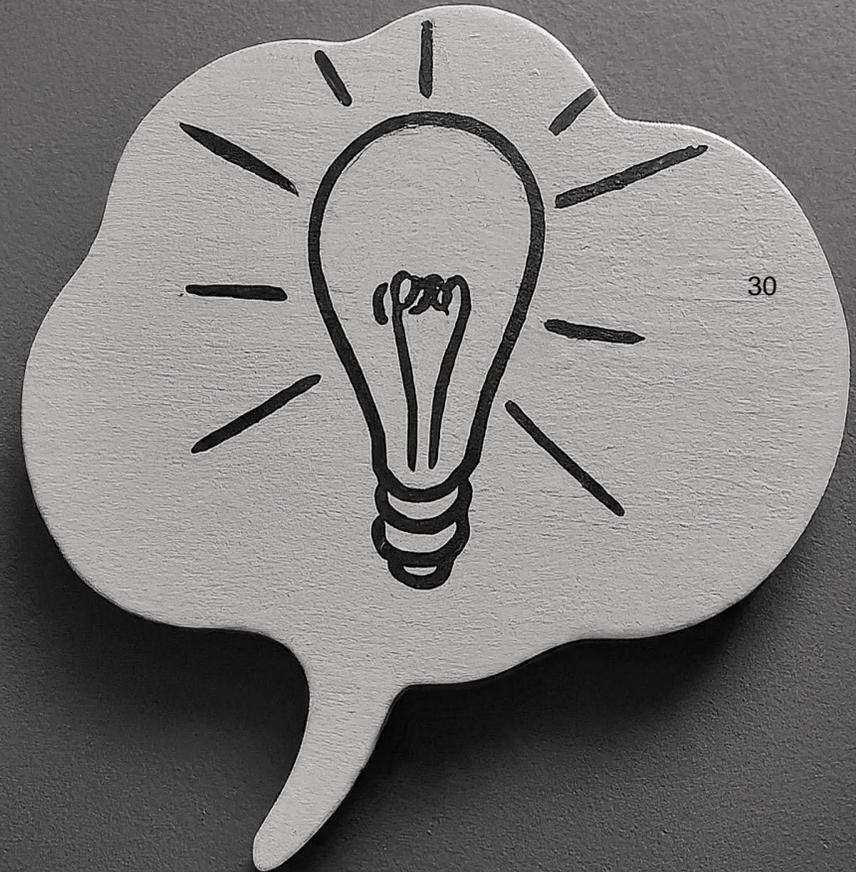
175 registered participants including 49 families



Family Passion Projects focusing on home improvement or community service

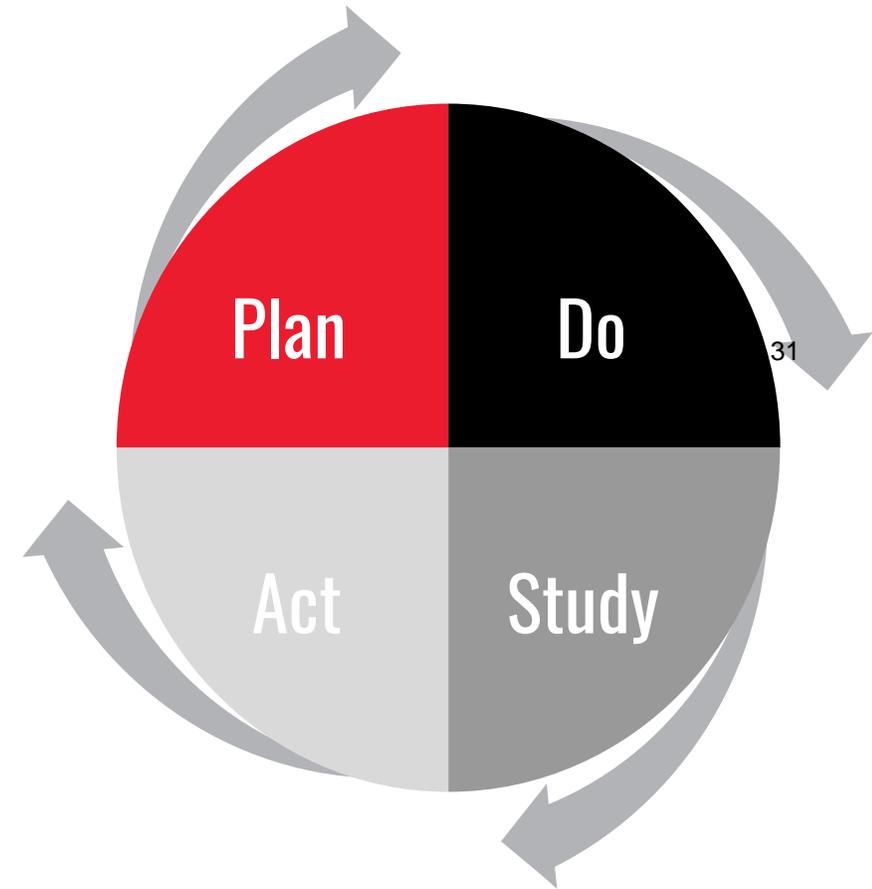


Follows Genius Hour Process including passion, plan, pitch, project, product and presentation



Continuous Improvement

- + **Build** GT Leadership Capacity
- + **Improved** identification and placement process
- + **Curriculum Writing**, resource alignment and program services
- + **Onboarding** of new staff, students and parents
- + **Expand** grade-level learning experiences



Discussion



2022 Bond Projects Report

33

BELTON ISD BOARD OF TRUSTEES
REGULAR BOARD MEETING
July 15, 2024



Purpose

Provide a progress update on the 2022 bond projects

BOND PROJECT TIMELINE

AS OF MAY 2024

Active Construction Projects



Other Ongoing and Planned Projects



Other Projects

Final timeline for these projects to be determined

Technology Infrastructure ✓ BNT@W Facility Upgrades [Completed Summer 2022]

COMPLETE ACTIVE



James L. Burrell Elementary

4



36

Hubbard Branch Elementary

5



Hubbard Branch Elementary

6



BHS Additions and Renovations



BHS Additions and Renovations



40

Lake Belton Middle School Additions

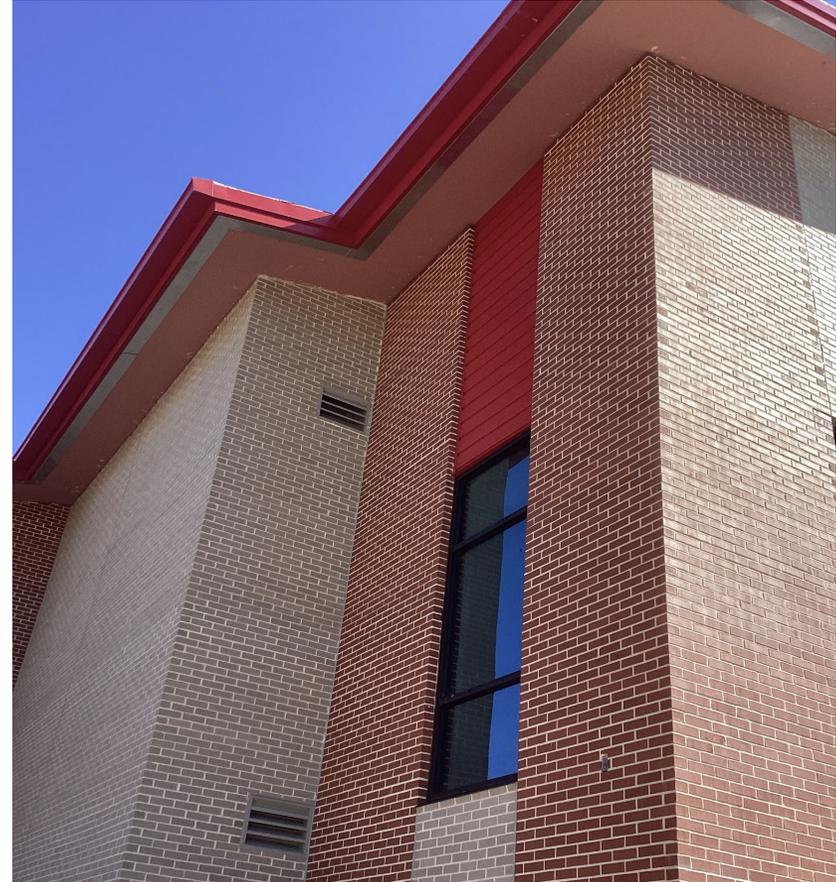


41

Lake Belton Middle School Additions



Southwest Elementary Addition



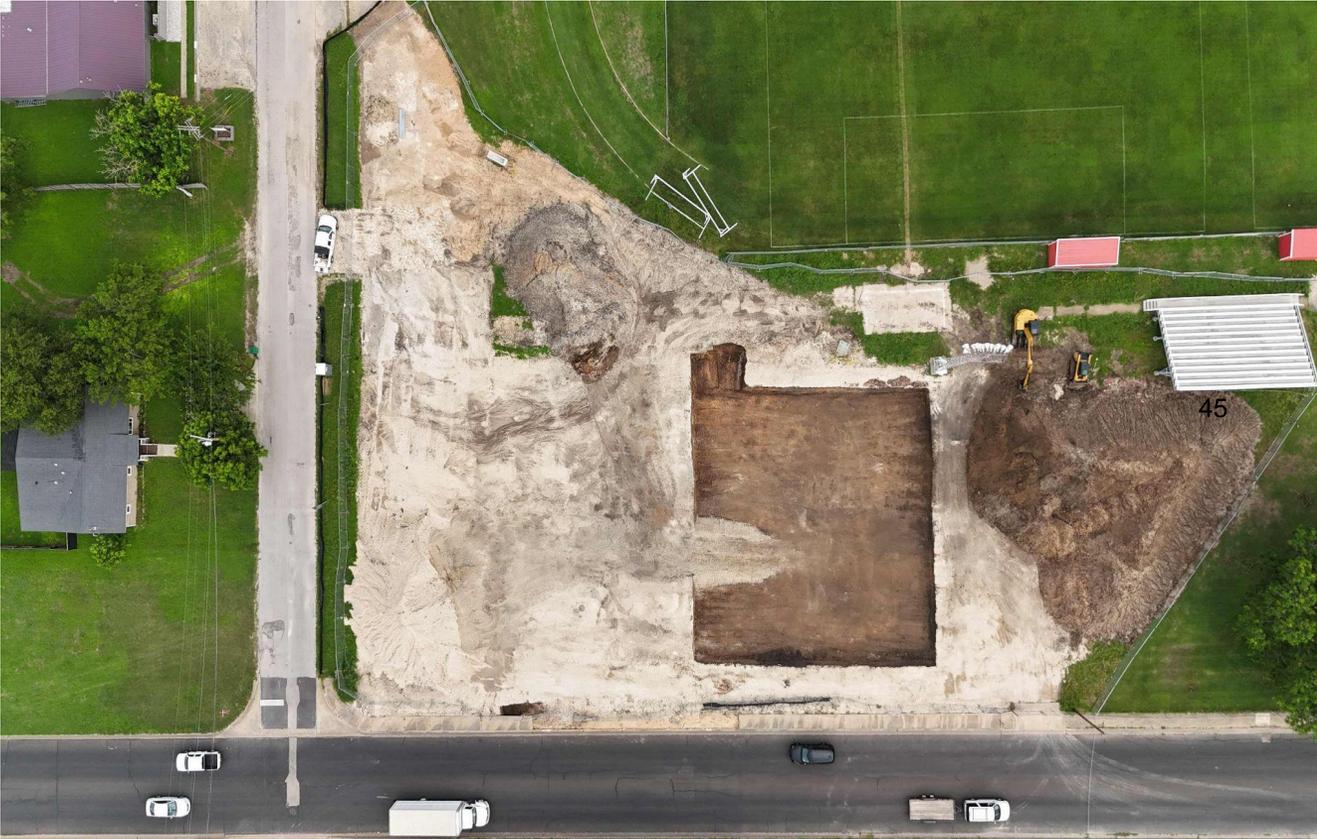
43

Southwest Elementary Addition



44

Agricultural Facility & Delta Facility



Safety and Security Items



Playground Fall Protection and Equipment
Complete



Exterior Lighting Upgrades
Complete



Campus Safety Vestibules
Under Construction



Water Refill Stations
Complete

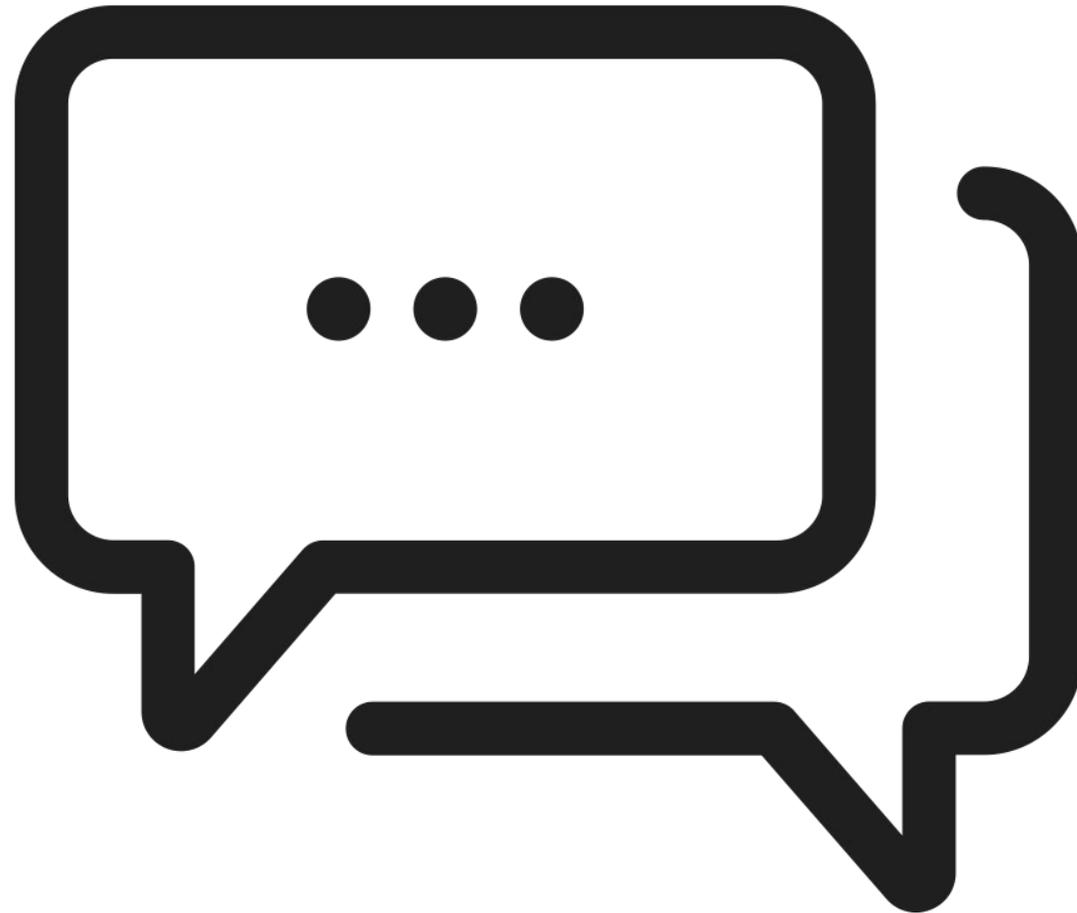


Keyless Access and Security Camera Upgrades
Under Construction



Shatter Resistant Film
Complete

Discussion





SUPERINTENDENT'S REPORT

48

Belton ISD Board of Trustees
Regular Board Meeting
Monday, July 15, 2024

Vision

Empower each and every learner to pursue their dreams and enrich their communities.



EXCEPTIONAL LEARNING EXPERIENCES



COMMUNITY ENGAGEMENT



COMMUNITY ENGAGEMENT



**CELEBRATING
142nd
REUNION**



SUPERINTENDENT'S REMARKS



Belton Independent School District

Special Meeting Minutes

Special Board Meeting, June 10, 2024 - 5:30 p.m.

Bronco Room, 400 N. Wall St Belton, TX 76513

Board Members Present:

Manuel Alcozer
Janet Leigh
Erin Bass
Jeff Norwood
Rucker Preston

Board Members Absent:

Suzanne McDonald
Chris Flor

1. Call to Order:

Manuel Alcozer, 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, noted Suzanne McDonald and Chris Flor were absent, 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.

2. Public Comments:

None.

At 5:31 p.m., Mr. Alcozer 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.

3. Closed Session**A. Level III Parent FNG Grievance Against Employees - Texas Government Code, Sections 551.074; 551.071**

At 6:18 p.m. the Board reconvened in open session. Mr. Alcozer indicated the Board did not take any vote or other action in closed meeting and has heard the complaint of Ms. Kaitlyn Brown.

There were no questions or discussion from the Board. Ms. Leigh made a motion to uphold the administration's recommendation at the Level II Grievance, seconded by Mr. Preston. The motion carried by a vote of 5-0.

Adjourn: There being no further business, the meeting was adjourned at 6:19 p.m.

Manuel Alcozer, President

Erin Bass, Secretary

Belton Independent School District

Workshop Meeting Minutes

Board Workshop Meeting, June 17, 2024 - 5:00 p.m.

Hubbard Branch Elementary School, 1650 O.T. Tyler, Belton TX, 76513

Board Members Present:

Chris Flor

Erin Bass

Suzanne McDonald

Rucker Preston

Janet Leigh

Jeff Norwood

Board Members Absent:

Manuel Alcozer

1. Call to Order:

Chris Flor, Board Vice 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, Manuel Alcozer was absent, that the meeting had been duly called, and notice of the meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

2. Public Comments:

None.

3. 2024-2025 Budget Overview

Dr. Malinda Golden introduced Melissa Lafferty, Chief Financial Officer, and Todd Schiller, Assistant Superintendent of Human Resources, who provided an overview of the 2024-2025 Budget with the following takeaways:

- 1% salary increase recommended for the 2024-2025 Compensation Plan with an impact of approximately \$1.1 million dollars
- \$9.8 million dollar deficit prior to salary increase as a result of the following:
 - Enrollment growth has slowed from an average 3.4% to 1.2%
 - Decrease in fast-growth allotment - \$1.7M
 - Attendance is below pre-COVID levels from 95.3% to 94.1%
 - 50% reduction in Medicaid services funding - \$1.3M
 - Unfunded or underfunded mandates - e.g. Armed security officers at each campus - \$1M
 - COVID Stimulus funding expiring - \$11M over last 3 years
 - Inflationary costs up 19%
 - No increase in basic allotment
- Campuses and Departments reduced budgets by 15%
- Position reductions across the following areas to-date:
 - 5.8% - District Administration

- 7.39% - Educational Aides
- .83% Campus Non-Teachers
- 4.91% Campus Clerical Support
- 7.35% Custodial Services
- 3.17% Teachers
- \$3.7 million dollars in District reductions/budget savings overall

Ms. Lafferty shared an annual timeline on the budgeting process to include challenges on the release of information from the county and state, and how the timing of that information impacts accurate future planning.

Dr. Golden reviewed next steps in the process to include compensation, budget and tax rate adoption in August, communication with staff and community, and, if required, the next phase of budget reductions. She stressed the critical role of advocacy and refining legislative priorities, and also stated that every staff position is vital to the operation of the Belton Independent School District. Jeff bolstered the position, stating the factors that led to position and budget reductions essentially reassigned a greater workload across fewer people with fewer resources.

Adjourn: There being no further business, the meeting was adjourned at 5:57 p.m.

Chris Flor, Vice President

Erin Bass, Secretary

Belton Independent School District

Board Meeting Minutes

Regular Board Meeting, June 17, 2024 - 6:15 p.m.

Hubbard Branch Elementary School, 1650 O.T. Tyler Dr, Belton TX, 76513

Board Members Present:

Chris Flor

Erin Bass

Suzanne McDonald

Rucker Preston

Janet Leigh

Jeff Norwood

Board Members Absent:

Manuel Alcozer

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

Chris Flor, Board Vice President, called the regular meeting of the Belton Independent School District Board of Trustees to order at 6:16 p.m. He stated that a quorum of Board Members was present, noted Manuel Alcozer was absent, 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.

2. Recognitions

Student Pledges — Tarver Elementary School

Alice J. Tarver Elementary fifth-graders Olivia Lovett and Cooper Moehle led the pledges.

Student Showcase — Summer Programs Highlights

The student showcase highlighted activities and exceptional learning experiences that are happening in the BISD Summer Programs. More than 850 elementary students are enrolled in Summer Adventures in Learning (SAIL), 200 middle school students in Seizing Opportunities, Achieving Results (SOAR), and 489 students are in the high school program. The principals are Tammy Baggerly, Akeiah Cipolla and Amy Hughes.

Lake Belton High School Orchestra Solo & Ensemble State Qualifiers

Belton ISD proudly recognized the Lake Belton High School Orchestra Solo and Ensemble state qualifiers Hannah Kim, Rachel Kim (violin), and Emily Jeong (viola) for qualifying for state. They are taught by Jenna Burchell and substitute Celia Bowen.

Texas High School Coaches Association Academic All-State Recipients

BISD honored students chosen for the Texas High School Coaches Association Academic All-State Teams in baseball, softball, golf, powerlifting, and track. To qualify, seniors must be in good standing with their team, demonstrate good moral character, and maintain an overall GPA of 92 or higher. Additionally, class rank and SAT/ACT test scores are considered.

Baseball

From BHS:

The six honorees from BHS are Brett Shadrick (First Team), Sam Shepard (Second Team), Trap Johnson (Second Team), Rykin Harbin (Honorable Mention), Bryson Saucedo (Honorable Mention), and Luke Lamberte (Honorable Mention). The coach is Mark Krueger.

From LBHS:

The seven honorees from the LBHS baseball team include Madison Flor (Elite), Kooper Hobson, Myles Wiser, and Joseph Higgins (Second Team), as well as Jerryn Pettijohn, Mason Trovinger, and Davin Brazzle (Honorable Mention). Their coach is Chris Peacock.

Softball

From LBHS:

Honorees are Trinaty Pearson (Second Team) and Haley Hoffman, Madyson Updyke, Victoria Shimabukuro, Angelina Deleon, Shelby Schultz, and Casey Schultz (Honorable Mention). The coach is Kelsie McEarchern.

From BHS:

The student-athlete being recognized from BHS is Ramsey Evans-Curran (Honorable Mention). The Belton High School team is under the leadership of Coach Morgan Birkel.

Golf

From LBHS:

The two student-athletes from Lake Belton High School are Emily Delgado and Shelby Chaney, who both earned spots on the second team. They are coached by Kelli Widmer.

Powerlifting

Congratulations to LBHS students Rolando Tapia, Adam Walden and Dylan Wellington. They are coached by Matthew Uzzell.

Track

From BHS:

The honorees are Karool Serrano, Abigail Wilmot, Jaci Myers, Kambul Utley (Second Team) and Reyna Trevino (Honorable Mention). They are coached by Emily Winkler.

From LBHS:

The honorees include Aijah Bailey-Ray (Second Team), Vic Shimabukuro, Brenda Villa, Emily Bachicha, Angie Deleon, Deja Cavazos, Dylan Presley, and Maryn Trianni (Honorable Mention). They are coached by Shelbi Jackson.

Texas High School Women's Powerlifting Association Academic All-State Recipients

The Board congratulated seven student-athletes from Lake Belton High School who have been recognized by the Texas High School Women's Powerlifting Association Academic All-State. The students are: Emily Bachicha, Victoria Shimabukuro, Madyson Updyke, Danielle Esquivel, Elizabeth Rutherford, Isabelle Fontenot, and Nicole Wiesman. Their coach is Greg Rudolph.

Golf State Qualifiers

Belton ISD recognized Lake Belton High School golfers for qualifying for the state competition. Carly Marshall, coached by Kelli Widmer, finished in 18th place. Miles Parker, Jackson Null, James Bond, Mason Euer, and Nick Brooks placed 12th as a team and coached by William Sims.

Softball State Qualifiers

The Board celebrated the 5A State Semi-Finalist and regional champions, the Lake Belton High School Lady Broncos softball team! They are Belton ISD's first state-qualifying softball team. They finished a record-breaking season with a 40-5 record. The team members are Natalie Hosch, Lilliana Piedra, Addison Sims, Briley Updyke, Madison Perkins, Victoria Shimabukuro, Casey Shultz, Alexis Ortiz, Shelby Shultz, Madison Naser, Angelina Deleon, Haley Hoffman, and Maddison Ruiz. The Lady Broncos coach is Kelsie McEarchern.

Texas Girls Coaches Association Coach of the Year

The Lake Belton High School Lady Broncos softball coach Kelsie McEarchern was named the Texas Girls Coaches Association's Coach of the Year 5A/6A.

Tennis State Qualifiers

The district celebrated the Lake Belton High School tennis state qualifiers Brodie Reed and Jillian Webb. This mixed doubles pair showed exceptional skill, advancing to the state tournament under the coaching of Niki Morgan.

Track State Qualifiers

The District recognized Lake Belton High School track state qualifiers Kendrick Jones and Abigail Rydberg. Jones earned back-to-back state titles in the 200-meter dash and added the long jump to his list of achievements this year. Abigail Rydberg performed admirably, placing seventh in the pole vault event. These athletes were supported by coaches Brandin Byrd and Shelbi Jackson.

High School BBQ Team National Qualifiers

The Board celebrated “The Slab”, the Belton High School BBQ Team National Qualifiers, for competing against 24 other schools from Texas, Missouri, Oklahoma, and Kentucky in Branson, Missouri. At state, they earned 12th place overall out of 91 teams. They earned fifth place in chicken, eighth place in chili, and third place in the tri-tip categories. The members of The Slab include Hayden McGarry, MaryJane Ramirez, Julietta Bertzield, Cameron Johnson, Aidan Buan, and Jasmine Pecina, under the guidance of instructors Michael Carrillo and Kathy Firkins.

UIL State Qualifiers - Computer Applications & Writing

Belton ISD recognized Anahitaa Malhotra and Steven Melo Arantes, students of Belton High School, for achieving UIL State Qualifications in computer applications and ready writing at the state meet. Malhotra took home third place in computer applications, while Arantes excelled in ready writing and also clinched third place. Their instructor is Pamela Rodriguez.

Texas Bioscience Institute Graduates

The Board honored ten graduates from the Texas Bioscience Institute. Their commitment and determination have driven them to excel in the bioscience realm, making significant contributions to scientific knowledge, innovation, and the workforce. Congratulations to Belton High School students Kevin Alafa, Sirena Saucedo, and Hannah Vorachek and to Lake Belton High School students Cierra Garcia, Daniella Garcia, Austin Inman, Makayla Munson, Nathan Ogden, Nathan Sanders, and Rylan Reasoner.

History Day National Qualifiers

The District celebrated two Belton ISD historians as National History Day National Qualifiers. Alexandria Bui from Lake Belton High School and Lena Cook from Belton High School demonstrated insightful historical analyses and captivating presentations, representing our district with distinction. Their instructors are Mike Kreckler and Danielle Conner.

Department Showcase - Facilities, Grounds & Integrated Pest Management

The BISD Facilities Department includes technical and trade professionals responsible for maintenance, energy management, and asbestos management across all district facilities. The team includes 19 staff members, five of whom hold licenses from the Texas Department of Licensing and Regulation. This dedicated group oversees 2,426,818 square feet, encompassing 20 campuses and 28 ancillary buildings, and is committed to providing exceptional customer service to all employees and students. The Facilities Department is led by Rodney Marek.

We thank the Belton ISD Grounds Department for their service following the tornado. A team of 14 employees from various crews collaborated to restore campuses and administrative buildings based on the severity of the damage. Within a week, the team removed 11 downed trees and countless limbs. We greatly appreciate the collective effort of every employee involved in the swift clean-up process. The grounds team is led by supervisor Patrick Crosby.

Belton ISD's Integrated Pest Management (IPM) team ensures our schools and buildings remain pest-free, addressing issues from insects to wild animals both indoors and outdoors. Spring is an especially busy time for the department as they conduct daily campus inspections for venomous snakes, wasp nests on and around play structures and buildings, and the constant threat of fire ant mounds. They are also responsible for maintaining irrigation systems on athletic fields and around campuses. The IPM team is led by Kenneth Wilson.

New Administrator Introductions

Ashlie Thomas, Principal at Charter Oak Elementary

Belton ISD welcomed Ashlie Thomas as the new principal at Charter Oak Elementary. With six years of experience in education, Thomas has been serving as assistant principal at Lakewood Elementary since February 2020. Prior to that, she taught first and fourth grades and worked as an instructional specialist for Ector County ISD. Additionally, she has taught business leadership at Odessa College. Thomas earned a Bachelor of Science in Interdisciplinary Studies (EC-6) from the University of Texas at Arlington, followed by a Master of Education in Leadership and Policy Studies.

Lexie Newberry, Principal at Leon Heights Elementary

Lexie Newberry joined Leon Heights Elementary as the school's new principal. Newberry has served as an assistant principal at both High Point Elementary and Tarver Elementary schools, and she led the district's summer school program as principal for three years. Before stepping into administrative roles, Newberry was a reading interventionist and elementary teacher. She has 18 years of education experience all within BISD. Newberry earned her bachelor's and master's degrees from the University of Mary Hardin-Baylor.

Sydney Sewell, Principal of Chisholm Trail Elementary

Sydney Sewell was announced as the new principal of Chisholm Trail Elementary School in Belton ISD. Sewell has been serving as assistant principal at Anderson-Shiro Junior High since July 2023. Before that, she taught middle school English Language Arts and Reading and was the English as a Second Language Coordinator. Sewell earned a Bachelor of Science in Interdisciplinary Studies and a Master of Education in Curriculum from Texas A&M University.

Dominic White, Principal at North Belton Middle School

Dominic White is the incoming principal at North Belton Middle School. He brings a wealth of experience and a passion for middle school education to this role, having spent 15 years inspiring young minds here in Belton ISD. Dominic earned a Bachelor of Science in History from the University of Mary Hardin-Baylor and a Master of Educational Administration from Lamar University.

Megan Crook, Principal at Belton Middle School

BISD welcomed Megan Crook to Belton Middle School as the school's new principal. She has spent the last 10 years serving as an assistant principal at both Belton New Tech High @Waskow and Belton High School. In her previous roles, she was a dedicated social studies teacher and team lead for 17 years. Megan earned her Bachelor of Arts in History and Political Science from Western Kentucky University and a Master's of Educational Leadership from Lamar University.

Dr. Lee Vi Moses, Director of Student Services

BISD introduced Director of Student Services Dr. Lee Vi Moses. He is an experienced administrator, having served as principal of Rogers High School since 2013. In his position, Moses will provide support to campus leaders, and oversee districtwide services including the BISD transfer process, assistant principal training, and more. He earned his bachelor's degree from Texas A&M University, a master's degree from Sam Houston State University, and his doctorate from Lamar University.

Community Partner Recognition - Johnnie's Cleaners

The Board honored Johnnie's Cleaning and Tailoring as a community partner. Serving since 1949, this family-owned establishment has offered top-notch dry cleaning and alteration services. Their generous support includes pressing graduation gowns at no cost for staff and students at Belton ISD, exemplifying their commitment to our community.

3. Public Comments Regarding Items on the Agenda

None.

4. Action Items

A. Consider, Discuss, and Take Appropriate Action Regarding the 2024-2025 Compensation Plan

Todd Schiller, Assistant Superintendent of Human Resources, recommended approval of the proposed compensation plan, which includes a \$600-\$900 increase for teachers and a 1% increase for all other staff.

Jeff Norwood stated that this increase is not the raise the Board and District would like to provide, but due to the budget shortfalls across the state, this is all that can be offered at this time. He stated that if there is a possibility to provide an additional increase this school year it will be seriously considered. Board members commented about the desire to give more to employees, but also understand the budget constraints due to State Legislation. They believe this increase is an act of good faith to retain staff as districts across the state are all facing budget shortfalls.

Rucker Preston made a motion, seconded by Jeff Norwood, to approve the 2024-2025 compensation plan as presented. The motion carried by a vote of 6-0-0.

5. Reports

A. May 2024 Weather Damage Assessment Report

Michael Morgan, Deputy Superintendent, shared with the Board an update on the weather damage from May 12 and May 22, 2024. The most substantial damage was to some athletic facilities. The batting cages at BHS are a total loss, fencing at softball, baseball, and tennis courts, as well as wind and debris damage to lighting. Roofs and HVAC system damages are minimal. A full insurance assessment of roof damage will occur in the coming weeks. There are a number of items where insurance is being explored and bids are out for fencing and lighting and other restoration needs.

Erin Bass asked if the District would be able to tap into the benefits of FEMA and other disaster recovery efforts. Mr. Morgan stated that all assistance options will be explored but does not anticipate substantial assistance.

Board members expressed their appreciation of the facilities team and all those who are part of the recovery efforts.

B. Academic Progress Report

Gabi Nino, Assistant Superintendent of Teaching & Learning, provided an academic update to the Board as data on end-of-course (EOC) exams and graduation rates have come in. Belton ISD Graduation rates since 2021 continue to remain above 97%, 5% higher than the region, and no less than 7% higher than the state average. The anticipated graduation rate for 2024 is 98.6%. Students with Industry Based Certifications (IBC's) are up 18% equating to 807 students. Ms. Nino reviewed comparison data on College, Career and Military Readiness (CCMR) in BISD over time, noting a flatline return from 2023-2024, anticipating a 9% increase for 2025 to 82%. House Bill 3 requires 100%. She spoke to curriculum resources, professional learning opportunities, and collaborative partnerships across the District that will bolster resources and systems to improve District CCMR numbers.

C. 2023-2024 Key Progress Measures & Proposed 2024-2025 Key Progress Measures

Mr. Morgan and Ms. Nino presented on Key Progress Measures. They reviewed the Goals and KPM's for 2023-2024 and reported on the progress of each. The 2024-2025 Key Progress Measures were reviewed and are as follows:

Goal 1: 100% of Belton ISD departments and campuses will collect and analyze baseline customer service satisfaction data using the District measurement tool and develop and implement data-driven improvement plans by January 2025.

Goal 2: Increase the level of critical thinking in Belton ISD as measured by classroom observations using the Journey of a Graduate Competency Rubric from 63% to 70% by June 2025. Meet all House Bill 3 targets.

Goal 3: By June 2025, 100% of new employees' onboarding plans will be formally assessed at 30, 60 & 90 days post-hire and year-end, with documented feedback used to identify and implement improvements.

Goal 4: By June 2025, the District will increase the number of staff and student recognitions and celebrations by 25%. Baseline data will be established by October 2024.

Goal 5: Two prioritized District programs will be identified and evaluated for improvement and resource optimization by June 2025.

D. Superintendent's Report

Dr. Golden shared highlights from across the District tied to the Belton ISD Vision, exceptional learning experiences and Journey of a Graduate competencies. These highlights include the staff and community response to the destructive weather in our area and the willingness of the local Wal-Mart for stepping in and helping anywhere needed, graduating over 1,000 students at the Cadence Bank Center, summer learning opportunities for over 1,500 students in June, and the Leadership Retreat.

E. Board Highlights

Janet Leigh shared that there used to be a stigma to attending "summer school", and has personally seen that completely transform over the last few years to engaging learning experiences for kids. She thanked the leadership team for developing this summer offering. Chris Flor spoke to graduation and the Summer Leadership Institute conference Board presentation. Erin Bass praised the Athletics and Fine Arts departments for their summer camps and the hundreds of students that have participated already this summer.

6. Consent Agenda: Consider and Take Appropriate Action

A. Minutes of Previous Meetings:

1. May 13, 2024 Special Meeting
2. May 13, 2024 Workshop Meeting
3. May 13, 2024 Regular Meeting

B. Unaudited Financial Report for the Month Ending May 31, 2024

C. Gifts, Grants, and Bequests

D. Budget Amendment #9 for 2023-2024

E. Expenditures over \$50,000

1. Renewal of Imagine Learning for Digital Libraries
2. Renewal of Vets Securing America for Safety & Security Services
3. Renewal of Education Service Center Region 12 for Reading Academies
4. Navigate360 for Silent Panic Alert Technology
5. CF Supply for Exterior Door Hardware Replacement

F. Supply, Equipment, and Service Bids

1. RFP #2403-475-352 Fencing Services, Equipment and Supplies
 2. RFP #2404-125-356 Apparel and Uniforms, Accessories and Supplies (Supplemental III)
 3. RFP #2404-675-363 Food Service Line for Southwest Elementary
- G. Resolution Regarding Hazardous Transportation Conditions
H. Board Operating Procedures
I. Resolution Regarding Payments to District Employees During Emergency Closure Due to Inclement Weather and Reduction in Educator Required Days of Service

Janet Leigh made a motion, seconded by Erin Bass, to approve the consent agenda as presented. The motion carried by a vote of 6-0-0.

7. Board Requests for New Information and/or Reports

None.

8. Calendar of Events

Reviewed.

9. Public Comments Regarding Non-Agenda Items

Randall Schmidt - Foreign Language Courses

10. Closed Session (Texas Government Code, Subchapters D and E)

The Board went into closed session at 7:55 p.m.

- A. Student Disciplinary Matter - Texas Government Code, Section 551.082
- B. Personnel - Texas Government Code, Section 551.074
- C. Consultation with Attorney - Texas Government Code, Section 551.071
- D. Deliberations about Real Property - Texas Government Code, Section 551.072

11. Reconvene in Open Session

The Board reconvened in Open Session at 8:38 p.m.

12. Adjourn

There being no further business, the meeting was adjourned at 8:38 p.m.

Chris Flor, Vice President

Erin Bass, Secretary

Belton Independent School District
Board of Trustee Meeting Agenda Item
July 15, 2024

Item: Unaudited Financial Report for the Month Ending June 30, 2024

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, the Debt Service Fund 599, and the 2022 Bond Fund 622. These are unaudited figures, and an independent financial audit will be performed for the period ending August 31, 2024, 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).

Fiscal Implications:

For informational purposes only.

Administrative Recommendation(s):

Accept the monthly financial and investment reports as presented.



FINANCIAL STATEMENTS & INVESTMENT REPORT

TABLE OF CONTENTS

Description

- Financials - Unaudited Statements of Revenues and Expenditures
 - General Operating - 199
 - School Nutrition - 240
 - Debt Service - 599

- Project Summary for 2022 Bond Fund

- Investment Report - Monthly

BELTON ISD
Statement of Unaudited Revenues and Expenditures Budget VS. Actual
General Fund (199)
As of June 30, 2024

		Adopted Budget	Amended 2023-24	Y-T-D Actual	Balance	Percent of Total
Revenues						
5700	Local Sources	\$ 48,347,413	\$ 45,949,023	\$ 45,595,588	\$ 353,435	99.2%
5800	State Sources	93,505,385	92,431,324	68,725,730	23,705,594	74.4%
5900	Federal Sources	2,475,000	1,316,437	1,193,741	122,696	90.7%
	Total Revenues	\$ 144,327,798	\$ 139,696,784	\$ 115,515,060	\$ 24,181,724	82.7%
Expenditures						
11	Instruction	\$ 81,038,178	\$ 80,969,293	\$ 67,611,953	\$ 13,357,340	83.5%
12	Instructional resources & media	1,824,126	1,828,685	1,433,380	395,305	78.4%
13	Curriculum & staff development	3,623,503	3,966,458	3,222,690	743,768	81.2%
21	Instructional leadership	2,606,057	2,579,115	2,145,071	434,044	83.2%
23	School leadership	8,909,952	8,883,533	7,561,358	1,322,175	85.1%
31	Guidance, counseling, & evaluation	6,684,883	6,685,344	5,422,845	1,262,499	81.1%
32	Social work services	407,637	407,987	318,782	89,205	78.1%
33	Health services	2,413,880	2,368,739	1,939,513	429,226	81.9%
34	Student transportation	7,015,234	7,014,782	5,665,506	1,349,276	80.8%
35	School Nutrition	-	108,274	93,029	15,245	85.9%
36	Cocurricular/extracurricular	6,032,627	5,999,267	4,808,097	1,191,170	80.1%
41	General administration	4,363,461	4,412,369	3,616,500	795,869	82.0%
51	Plant maintenance and operations	14,878,484	14,962,185	12,183,939	2,778,246	81.4%
52	Security and monitoring services	3,199,814	3,275,286	2,856,272	419,014	87.2%
53	Data processing services	4,791,275	4,697,680	3,907,335	790,345	83.2%
61	Community services	-	-	-	-	0.0%
71	Debt Service	-	300,000	217,446	82,554	0.0%
81	Facilities acquisition & construction	-	663,435	108,946	554,489	0.0%
93	Payments to fiscal agent	-	-	-	-	0.0%
95	Payments to JJAEP	15,000	3,000	-	3,000	0.0%
97	Tax Increment	800,000	500,000	478,695	21,305	95.7%
99	Intergovernmental Charges	739,078	888,078	709,772	178,306	79.9%
	Total Expenditures	\$ 149,343,189	\$ 150,513,510	\$ 124,301,129	\$ 26,212,381	82.6%
Other Sources & Uses						
	Other sources	-	779,385	817,949		
	Other uses	-	(19,564)	(19,564)		
	Total Other Sources (Uses)	-	759,821	798,385		
	Excess (Deficiency) of Revenues over Expenditures	(5,015,391)	(10,056,905)	(7,987,684)		
	Fund Balance (audited), 8-31-2023	\$ 40,124,844	\$ 40,124,844	\$ 40,124,844		
	Fund Balance, Ending	\$ 35,109,453	\$ 30,067,939	\$ 32,137,160		

BELTON ISD
Statement of Unaudited Revenues and Expenditures Budget VS. Actual
Child Nutrition (240)
As of June 30, 2024

	Adopted Budget	Amended 2023-24	Y-T-D Actual	Balance	Percent of Total
Revenues					
5700	Local Sources	\$ 2,220,000	\$ 2,220,000	\$ 2,491,421	\$ (271,421) 112.2%
5800	State Sources	195,000	195,000	120,321	74,679 61.7%
5900	Federal Sources	5,700,000	5,700,000	5,014,771	685,229 88.0%
	Total Revenues	\$ 8,115,000	\$ 8,115,000	\$ 7,626,513	\$ 488,487 94.0%
Expenditures					
35	Food Services, Child Nutrition	\$ 9,111,101	\$ 9,111,101	\$ 7,356,633	\$ 1,754,468 80.7%
	Total Expenditures	\$ 9,111,101	\$ 9,111,101	\$ 7,356,633	\$ 1,754,468 80.7%
Other Sources & Uses					
	Other sources	-	-	19,564	
	Other uses	-	-	-	
	Total Other Sources (Uses)	-	-	19,564	
	Excess (Deficiency) of Revenues over Expenditures	(996,101)	(996,101)	289,444	
	Fund Balance (audited), 8-31-2023	\$ 4,604,495	\$ 4,604,495	\$ 4,604,495	
	Fund Balance, Ending	\$ 3,608,394	\$ 3,608,394	\$ 4,893,939	

BELTON ISD
Statement of Unaudited Revenues and Expenditures Budget VS. Actual
Debt Service Fund (511 and 515)
As of June 30, 2024

		Adopted Budget	Amended 2023-24	Y-T-D Actual	Balance	Percent of Total
Revenues						
5700	Local Sources	\$ 24,677,318	\$ 24,677,318	\$ 22,914,088	\$ 1,763,230	92.9%
5800	State Sources	457,907	457,907	1,945,053	(1,487,146)	424.8%
5900	Federal Sources	-	-	-	-	0.0%
	Total Revenues	\$ 25,135,225	\$ 25,135,225	\$ 24,859,141	\$ 276,084	98.9%
Expenditures						
71	Debt Service	\$ 24,750,088	\$ 24,750,088	\$ 16,831,651	\$ 7,918,437	68.0%
	Total Expenditures	\$ 24,750,088	\$ 24,750,088	\$ 16,831,651	\$ 7,918,437	68.0%
Other Sources & Uses						
	Other sources	-	-	-		
	Other uses	-	(779,385)	(779,385)		
	Total Other Sources (Uses)	-	(779,385)	(779,385)		
	Excess (Deficiency) of Revenues over Expenditures	385,137	(394,248)	7,248,106		
	Fund Balance (audited), 8-31-2023	\$ 11,024,346	\$ 11,024,346	\$ 11,024,346		
	Fund Balance, Ending	\$ 11,409,483	\$ 10,630,098	\$ 18,272,452		

BELTON ISD
Bond Project Summary
Bond Fund (622)
As of June 30, 2024

Local	Project	Proposition Budget	Expenditures as 6/30/2024	Open Purchase Orders	Available Budget
E12	Elementary #12	\$ 40,064,028	\$ 37,020,694	\$ 1,258,950	\$ 1,784,384
E13	Elementary #13	\$ 43,567,482	\$ 35,690,161	\$ 6,064,680	\$ 1,812,641
DPF	Delta Program Facility	\$ 2,500,000	\$ 713,190	\$ 3,794,354	\$ (2,007,544)
SWE	Southwest Elementary Addition	\$ 13,300,000	\$ 9,884,697	\$ 6,437,250	\$ (3,021,946)
MEP	MEP, Roofing and Interior Finishes	\$ 8,942,812	\$ 3,116,187	\$ 2,417,627	\$ 3,408,998
SAF	Campus Safety + Security Upgrades	\$ 6,041,040	\$ 5,690,154	\$ 1,749,230	\$ (1,398,345)
BHS	BHS Additions & Renovations	\$ 28,524,414	\$ 15,981,256	\$ 13,767,507	\$ (1,224,349)
BNT	BNT Facility Upgrades	\$ 2,000,000	\$ -		\$ 2,000,000
LND	Land Acquisition	\$ 7,000,897	\$ 2,847,113	\$ 550	\$ 4,153,234
LBM	Fine Arts & Locker Room Addition	\$ 8,582,703	\$ 5,723,943	\$ 4,481,520	\$ (1,622,759)
TEC	Technology Infrastructure	\$ 676,624	\$ -		\$ 676,624
BUS	New Buses	\$ 5,625,000	\$ 2,630,915	\$ 1,499,602	\$ 1,494,483
AGR	Agriculture Facility	\$ 2,000,000	\$ 2,540,601	\$ 1,277,669	\$ (1,818,270)
		\$ 168,825,000	\$ 121,838,910	\$ 42,748,939	\$ 4,237,151
DEV	Technology Devices	\$ 5,000,000	\$ 2,668,393	\$ 1,495,830	\$ 835,777
		\$ 173,825,000	\$ 124,507,303	\$ 44,244,769	\$ 5,072,928

Belton ISD

Investment Report

As of June 30, 2024

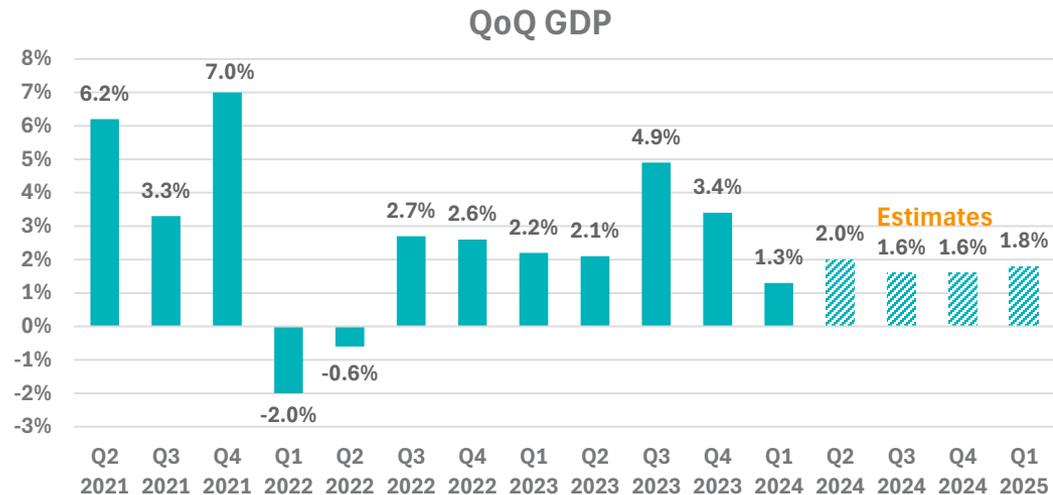


- U.S. economic growth should slow in the second half of 2024, but not be negative
- The unemployment rate pushed above 4% in May from the cycle low of 3.4%
- Fed Funds futures are pointing to two .25% cuts this year and four next year
- Intermediate-term rates have increased this year, but are lower than last year's peak

Expected Downshift in Economic Growth

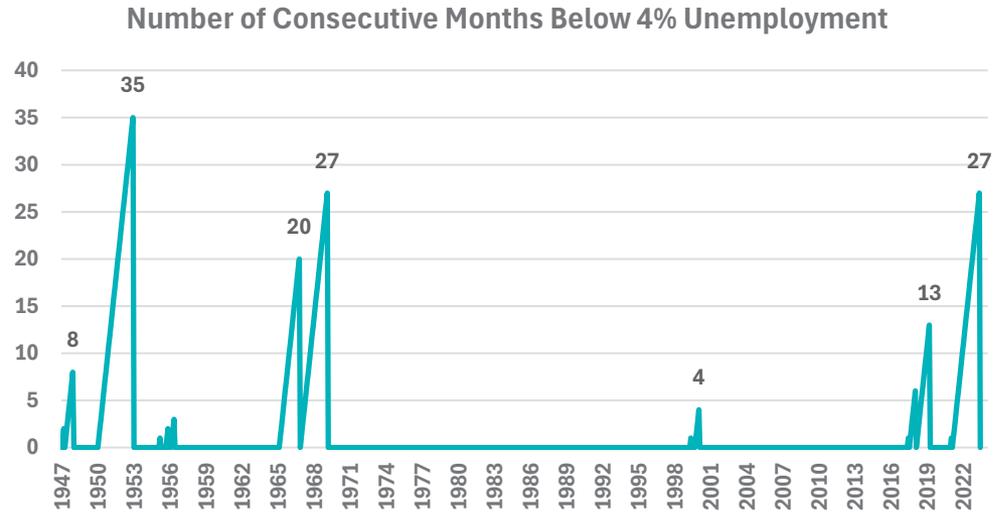
71

- Economists surveyed by Bloomberg are expecting growth to slow in the coming quarters.
- Higher inflation and interest rates have put a crimp in consumer spending.



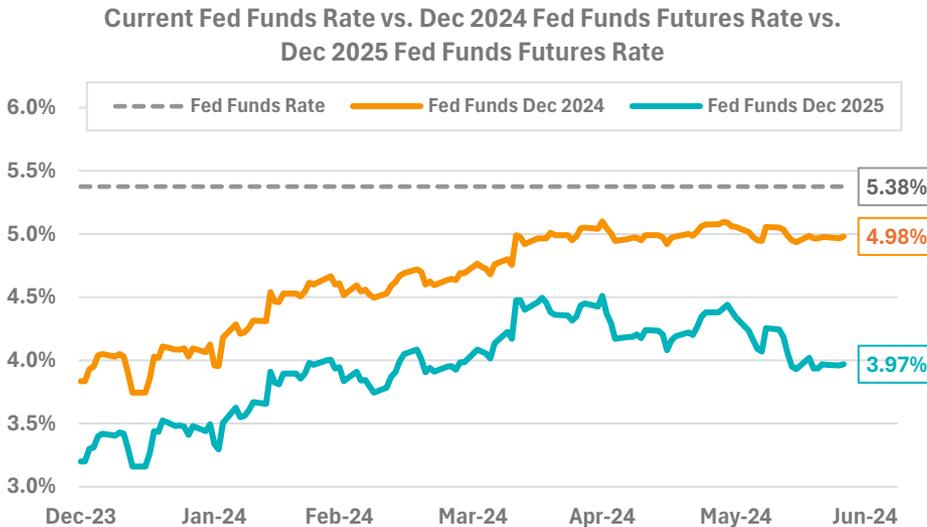
The Unemployment Rate Climbed Above 4%

- The U.S. just finished its second longest streak of having the unemployment rate below 4%.
- The Federal Reserve and most economists expect the unemployment rate to push higher with job growth slowing later this year.



SOURCE: BLOOMBERG, BUREAU OF LABOR STATISTICS

The Fed vs. The Market

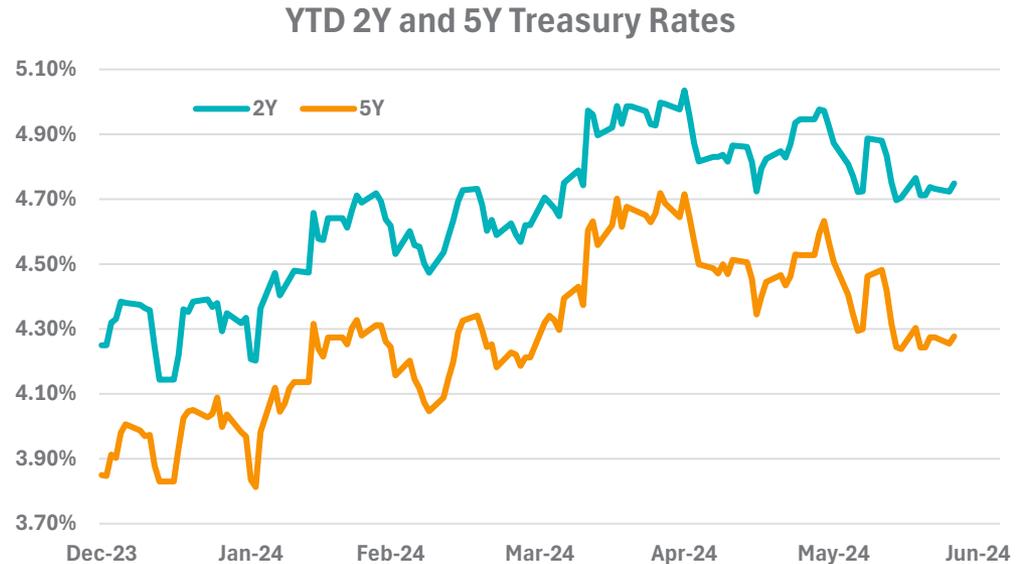


- The Federal Reserve is expecting one .25% cut this year to the Fed Funds Rate and four next year.
- The Fed Funds futures market is expecting two .25% cuts this year and four next year to push the Fed Funds rate down to 3.97% from its current rate of 5.38%

SOURCE: BLOOMBERG

Intermediate-Term Rates Higher In 2024

- Both the 2-year and 5-year U.S. Treasury rates had their cycle peaks last October at 5.22% and 4.96%, respectively.
- Intermediate-term U.S. Treasury rates have climbed higher this year as market participants realized inflation remains sticky and Fed will cut the Fed Funds rate fewer times than was anticipated at the start of 2024.



73

SOURCE: BLOOMBERG

Takeaways

- With intermediate-term interest rates near their highest levels since 2007, locking in those yields will most likely prove prudent.
- It will be interesting to observe Federal Reserve policy later this year as inflation probably remains above their target, with unemployment increasing.



Portfolio Summary

5.21

Average Yield

0.00

Weighted Average Maturity (Years)

0.00

Portfolio Effective Duration (Years)

0.00

Weighted Average Life (Years)

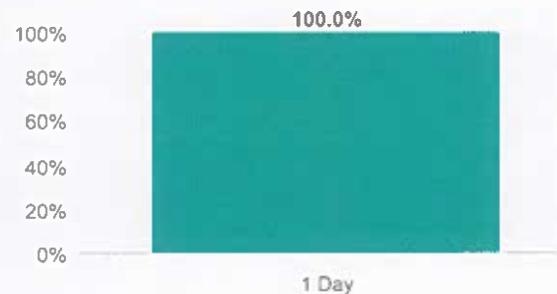
AAA

Average Credit Rating

Portfolio Position

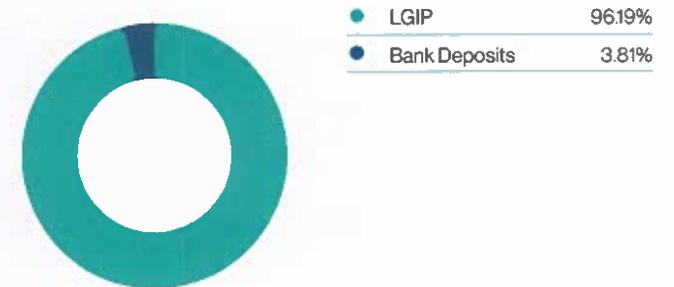
Par Value	\$130,192,374
Principal Cost	\$130,192,374
Book Value	\$130,192,374
Market Value	\$130,192,374
Unrealized Gain/Loss	\$0 ⁷⁴
Accrued Interest	\$0

Maturity Distribution



Melissa Lafferty Chief Financial Officer

Sector Allocation



7/9/24

Kerri Pridemore, Director of Finance

7/9/24

Summary by Type

SECURITY TYPE	# OF SECURITIES	PAR VALUE	BOOK VALUE	% OF PORTFOLIO	YIELD	DAYS TO FINAL MATURITY
2022 BOND FUND						
Bank Deposits	1	501,432.30	501,432.30	0.39	0.00	1
LGIP	3	66,097,474.33	66,097,474.33	50.77	5.40	1
TOTAL	4	66,598,906.63	66,598,906.63	51.15	5.36	1
CONSTRUCTION FUNDS						
Bank Deposits	1	603.85	603.85	0.00	0.00	1
LGIP	1	10,108.35	10,108.35	0.01	5.31	1
TOTAL	2	10,712.20	10,712.20	0.01	5.01	1
DEBT SERVICE FUNDS						
Bank Deposits	1	34,277.88	34,277.88	0.03	0.00	1
LGIP	2	18,805,629.18	18,805,629.18	14.44	5.45	1
TOTAL	3	18,839,907.06	18,839,907.06	14.47	5.44	1
GENERAL FUND						
Bank Deposits	2	4,418,251.94	4,418,251.94	3.39	0.00	1
LGIP	6	40,324,596.02	40,324,596.02	30.97	5.41	1
TOTAL	8	44,742,847.96	44,742,847.96	34.37	4.88	1
GRAND TOTAL	17	130,192,373.85	130,192,373.85	100.00	5.21	1

75

Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
2022 BOND FUND											
46-8635-0176	PNC Government Checking Account	501,432.30	66,328.46	501,432.30	06/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
LSCOP	Lone Star Invest Pool - Corp Overnight Plus Fund	24,744,382.67	24,634,303.69	24,744,382.67	06/30/2024	0.00	5.45	110,078.98	0.00	0.00	110,078.98
TEXSTAR	TexSTAR	21,030,584.35	25,627,047.83	21,030,584.35	06/30/2024	5.30	5.31	103,536.52	0.00	0.00	103,536.52
TXCLASS	Texas CLASS	20,322,507.31	23,529,858.77	20,322,507.31	06/30/2024	0.00	5.43	92,648.54	0.00	0.00	92,648.54
TOTAL		66,598,906.63	73,857,538.75	66,598,906.63		1.67	5.36	306,264.04	0.00	0.00	306,264.04
CONSTRUCTION FUNDS											
49-5257-2338	PNC Corporate Business Account	603.85	602.49	603.85	06/30/2024	0.00	0.00	1.36	0.00	0.00	1.36
TEXPOOL	TexPool	10,108.35	10,064.38	10,108.35	06/30/2024	5.34	5.31	43.97	0.00	0.00	43.97
TOTAL		10,712.20	10,666.87	10,712.20		5.03	5.01	45.33	0.00	0.00	45.33
DEBT SERVICE FUNDS											
49-4026-8128	PNC Corporate Business Account	34,277.88	34,277.88	34,277.88	06/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
TEXPRIME	TexPool Prime	17,911,206.70	17,581,893.35	17,911,206.70	06/30/2024	4.50	5.46	79,388.53	0.00	0.00	79,388.53
TEXSTAR	TexSTAR	894,422.48	890,535.15	894,422.48	06/30/2024	5.30	5.31	3,887.33	0.00	0.00	3,887.33
TOTAL		18,839,907.06	18,506,706.38	18,839,907.06		4.53	5.44	83,275.86	0.00	0.00	83,275.86
GENERAL FUND											
49-4026-8101	PNC Corporate Business Account	2,533,470.04	3,629,023.29	2,533,470.04	06/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
49-4026-8136	PNC Corporate Business Account	1,884,781.90	3,419,352.75	1,884,781.90	06/30/2024	0.00	0.00	0.00	0.00	0.00	0.00
LSCOP	Lone Star Invest Pool - Corp Overnight Plus Fund	24,260,920.95	12,834,618.53	24,260,920.95	06/30/2024	0.00	5.45	71,071.95	0.00	0.00	71,071.95
LSGO	Lone Star Invest Pool - Government Overnight	67.78	67.49	67.78	06/30/2024	0.00	5.33	0.29	0.00	0.00	0.29
TEXPOOL	TexPool	1,089,670.93	1,527,257.41	1,089,670.93	06/30/2024	5.34	5.31	6,129.33	0.00	0.00	6,129.33
TEXPRIME	TexPool Prime	3,783,847.09	11,744,328.79	3,783,847.09	06/30/2024	4.50	5.46	39,518.30	0.00	0.00	39,518.30
TEXSTAR	TexSTAR	11,190,088.24	11,640,078.44	11,190,088.24	06/30/2024	5.30	5.31	50,009.80	0.00	0.00	50,009.80
TXCLASS	Texas CLASS	1.03	1.03	1.03	06/30/2024	0.00	5.43	0.00	0.00	0.00	0.00



Earnings by Fund

CUSIP	DESCRIPTION	ENDING PAR VALUE	BEGINNING BOOK VALUE	ENDING BOOK VALUE	FINAL MATURITY	COUPON RATE	YIELD	INTEREST EARNED	NET AMORTIZATION/ ACCRETION INCOME	NET REALIZED GAIN/LOSS	ADJUSTED INTEREST EARNINGS
TOTAL		44,742,847.96	44,794,727.73	44,742,847.96		1.84	4.88	166,729.67	0.00	0.00	166,729.67
GRAND TOTAL		130,192,373.85	137,169,639.73	130,192,373.85		2.14	5.21	556,314.90	0.00	0.00	556,314.90

Disclosure

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Belton Independent School District
Board of Trustee Meeting Agenda Item
July 15, 2024

Item: Budget Amendment #10 for 2023-2024

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): \$3,669**
 - \$6,950: Increase instructional supplies for the beginning of the year
 - \$164: Increase for various needs
 - (\$3,445): Redistribute for Emergent Tree renewal
- **Library & Media Services (12): (\$4,956)**
 - (\$3,000): Redistribute for teacher professional development
 - (\$2,139): Redistribute for UIL fess
 - \$183: Increase for various needs
- **Curriculum & Staff Development (13): (\$8,608)**
 - (\$6,950): Redistribute for instructional supplies
 - (\$1,658): Redistribute for various needs
- **Instructional Leadership (21): (\$2,150)**
 - (\$2,150): Redistribute for various needs
- **School Leadership (23): \$4,011**
 - \$4,011: Increase for various needs
- **Guidance and Counseling Services (31): (\$1,862)**
 - (\$1,862): Redistribute for various needs

- **Co-curricular Activities (36): \$7,582**
 - \$6,348: Increase for summer fine arts activities
 - \$4,046: Increase to pay for UIL fees
 - (\$2,812): Redistribute for security at athletic events
- **Facilities Maintenance & Operations (51): (\$197)**
 - (\$197): Redistribute to various needs
- **Security and Monitoring (52): \$2,511**
 - \$2,511: Increase for security at district events

The effect of these amendments to the fund balance is zero.

School Nutrition

Revenues

- **Local (5700): \$432,292**
 - \$432,292: Increase in student a la carte purchases and investment earnings
- **State (5800): (\$1,103)**
 - (\$1,103): Decrease in TRS on-behalf estimate
- **Federal (5900): (\$114,520)**
 - (\$114,520): Decreased federal reimbursements

The effect of these amendments to revenue is an increase of \$316,669.

Expenditures

- **School Nutrition (35): \$87,504**
 - \$87,504: Payroll and benefits year-end adjustment

The effect of these amendments to expenditures is an increase of \$87,504.

Other Sources and Uses

- **Other Sources: \$19,564**
 - \$19,564: Increase for General Fund purchase of truck from School Nutrition

The net effect of these amendments to the fund balance is an increase to the fund balance of \$248,729.

Debt Service Fund

Revenues

- **Local (5700): (\$1,775,030)**
 - (\$1,775,030): Decreased tax collections
- **State (5800): \$3,827,948**
 - \$3,827,948: Increase for Hold Harmless EDA allotment

The net effect of these amendments to fund balance is an increase of \$2,052,918.

Administrative Recommendation(s):

Approve amendments as presented.

2023-24 Budget Amendment Proposed For Adoption By The Board Of Trustees
Belton ISD - July 15, 2024

Function	General Fund			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
REVENUES				
Local	\$ 48,347,413	\$ 45,949,023	-	\$ 45,949,023
State	93,505,385	92,431,324	-	\$ 92,431,324
Federal	2,475,000	1,316,437	-	\$ 1,316,437
	144,327,798	139,696,784	-	139,696,784
EXPENDITURES				
11 Instruction	81,038,178	80,969,293	3,669	80,972,962
12 Library & Media Services	1,824,126	1,828,685	(4,956)	1,823,729
13 Curriculum & Staff Development	3,623,503	3,966,458	(8,608)	3,957,850
21 Instructional Leadership	2,606,057	2,579,115	(2,150)	2,576,965
23 School Leadership	8,909,952	8,883,533	4,011	8,887,544
31 Guidance and Counseling Services	6,684,883	6,685,344	(1,862)	6,683,482
32 Social Work Services	407,637	407,987	-	407,987
33 Health Services	2,413,880	2,368,739	-	2,368,739
34 Student Transportation	7,015,234	7,014,782	-	7,014,782
35 School Nutrition	-	108,274	-	108,274
36 Co-curricular Activities	6,032,627	5,999,267	7,582	6,006,849
41 General Administration	4,363,461	4,412,369	-	4,412,369
51 Facilities Maintenance & Operations	14,878,484	14,962,185	(197)	14,961,988
52 Security and Monitoring	3,199,814	3,275,286	2,511	3,277,797
53 Data Processing Services	4,791,275	4,697,680	-	4,697,680
61 Community Services	-	-	-	-
71 Debt Service	-	300,000	-	300,000
81 Facilities Acquisition & Construction	-	663,435	-	663,435
93 Payments to fiscal agent	-	-	-	-
95 Payments to JJAEP	15,000	3,000	-	3,000
97 Tax Increment	800,000	500,000	-	500,000
99 Other Intergovernmental Charges	739,078	888,078	-	888,078
Total Expenditures	149,343,189	150,513,510	-	150,513,510
Revenues Over (Under) Expenditures	(5,015,391)	(10,816,726)	-	(10,816,726)
Other Sources	-	779,385	-	779,385
Other Uses	-	19,564	-	19,564
Budgeted/Estimated Change in Fund Balance	\$ (5,015,391)	\$ (10,056,905)	\$ -	\$ (10,056,905)

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

2023-24 Budget Amendment Proposed For Adoption By The Board Of Trustees
Belton ISD - July 15, 2024

Function	School Nutrition			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
REVENUES				
Local	\$ 2,220,000	\$ 2,220,000	432,292	\$ 2,652,292
State	195,000	195,000	(1,103)	\$ 193,897
Federal	5,700,000	5,700,000	(114,520)	\$ 5,585,480
	8,115,000	8,115,000	316,669	8,431,669
EXPENDITURES				
35 School Nutrition	9,111,101	9,111,101	87,504	9,198,605
Total Expenditures	9,111,101	9,111,101	87,504	9,198,605
Revenues Over (Under) Expenditures	(996,101)	(996,101)	229,165	(766,936)
Other Resources	-	-	19,564	19,564
Other Uses	-	-	-	-
Budgeted/Estimated Change in Fund Balance	\$ (996,101)	\$ (996,101)	\$ 248,729	\$ (747,372)

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

2023-24 Budget Amendment Proposed For Adoption By The Board Of Trustees
Belton ISD - July 15, 2024

Function	Debt Service			
	Original Adopted Budget	Previously Amended Budget	Summary of Proposed Amendments	Proposed Amended Budget
REVENUES				
Local	\$ 24,677,318	\$ 24,677,318	(1,775,030)	\$ 22,902,288
State	457,907	457,907	3,827,948	\$ 4,285,855
Federal	-	-	-	\$ -
	25,135,225	25,135,225	2,052,918	27,188,143
EXPENDITURES				
71 Debt Service	24,750,088	24,750,088	-	24,750,088
Total Expenditures	24,750,088	24,750,088	-	24,750,088
Revenues Over (Under) Expenditures	385,137	385,137	2,052,918	2,438,055
Other Resources	-			
Other Uses	-	(779,385)		(779,385)
Budgeted/Estimated Change in Fund Balance	\$ 385,137	\$ (394,248)	\$ 2,052,918	\$ 1,658,670

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

July 15, 2024

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:

Renewal of STAR Early Literacy & Reading Software Licenses (Renaissance Learning)
Renaissance Learning K-2 STAR Early Literacy & STAR Reading assessment programs are recommended for renewal to meet the TEA requirement for a district to assess & monitor student early literacy skills. Renaissance Learning's Reading & Math for 3-12 provides screener and progress monitor for students. The cost is \$190,235.30. Renaissance Learning is an approved vendor.

Renewal of Freckle Math Software License (Renaissance Learning)
Renaissance Learning Freckle Math helps K-12 teachers differentiate instruction & reach every student at their own level by syncing Renaissance Math (dist. math screener) and provides self-paced exercises that meet students exactly where they are. Teachers can assign specific standards & skills for some or all students to practice. The cost is \$50,000.25. Renaissance Learning is an approved vendor.

Renewal of Goalbook Toolkit for Special Programs Student Education Plans
Goalbook will support Special Education teachers by creating developmentally appropriate goals aligned to student areas of need and the TEKS. It also supports teachers with resources and strategies to help students meet those goals. The cost is \$65,073.96. Goalbook is an approved vendor.

Renewal of Nearpod, LLC for Software Licenses

Nearpod will support all K-12 teachers and students with interactive resources and assessments aligned to core content standards. Supplemental content will give additional support for English Learners, Math and 21st Century learning. The cost is \$74,386. Nearpod, LLC is an approved vendor.

Fiscal Implications:

Renaissance Learning, and Goalbook will be paid from the General Fund budget. Freckle Math and Nearpod will be funded through the TEA Instructional Materials and Technology Allotment.

Administrative Recommendation(s):

Approve the requested expenditures as presented.

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: RFP #2403-525-351 for Moving Services 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 #2403-525-351 for Moving Services and Supplies was posted on March 3, 2024. This proposal allows for 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:

Funding is allocated in the annual budget.

Administrative Recommendation(s):

Approve the vendor list for moving services and supplies. This contract will be effective through June 30, 2025, with three (3) automatic renewal options, unless either party provides a 30-day non-renewal notice.

Moving Services and Supplies
RFP #2403-525-351

AME Movers

Central Transportation Systems

Davis Moving & Cleaning LLC

NorthStar Moving Company

Scobey Moving & Storage

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: RFP #2403-800-340 for Charter Bus Services

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 #2403-800-340 for Charter Bus Services was posted on March 3, 2024. 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 Charter Bus Services are allocated in the annual budget.

Administrative Recommendation(s):

Approve the vendor list for Charter Bus Services. This contract will be effective through June 30, 2025, with three (3) automatic renewals, one year at a time.

Charter Bus Services
RFP #2403-800-340

Echo Transportation (Echo Tours & Chargers, LP)
El Paso United Charters, LLC
Freedom Charters and Tours
M Coach USA, Inc.

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: RFP #2404-375-357 for Fine Arts Equipment, Supplies, Materials & Misc. Services (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 #2404-375-357 for Fine Arts Equipment, Supplies, Materials & Misc. Services (Supplemental II) was posted on April 1, 2024. 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 Fine Arts Equipment, Supplies, Materials & Misc. Services are allocated in the annual budget.

Administrative Recommendation(s):

Approve the vendor list for Fine Arts Equipment, Supplies, Materials & Misc. Services. This contract will be effective through June 30, 2025, with two (2) automatic renewals, one year at a time.

Fine Arts Equipment, Supplies, Materials & Misc. Services
RFP #2404-375-357

Airbrush Images, Inc.
American Band Accessories
Band Today
Bandmans
Barbizon Light of the Rockies
Cheerleading Company, Inc.
Designs by King, Inc.
Field Dots, LLC
Formal Fashions, Inc.
Getpoms.com
Guita Center Stores
Intermedia (Stage Accents)
Lisle Violin Shop
Mighty With All Trades
Norcostco, Inc.
Omega Broadcast and Cinema, LP
Rhythm Band Instruments
SketchforSchools Publishing, Inc.
Sweetwater Sound, Inc.
Texas Motion Sports
Texas Scenic Company, Inc.
The Tuba Exchange (Peruchia, LLC)
Tote Unlimited
Unit Sets Unlimited
Washington Music Center
Wenger Corporation

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: RFP #2404-775-360 for Fleet Vehicle Pre-Qualified Dealerships

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 #2404-775-360 for Fleet Vehicle Pre-Qualified Dealerships was posted on April 28, 2024. 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 Fleet Vehicle Pre-Qualified Dealerships are allocated in the annual budget.

Administrative Recommendation(s):

Approve the vendor list for Fleet Vehicle Pre-Qualified Dealerships. This contract will be effective through June 30, 2028.

**Fleet Vehicle Pre-Qualified Dealerships
RFP #2404-775-360**

Don Ringler Chevrolet-Toyota
Platinum Ford North, LLC
Sames Bastrop CDJ
Sames Bastrop Ford
Sames Laredo Chevrolet

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: RFP #2406-400-367 Cafeteria Tables for Joe Pirtle Elementary

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 #2406-400-367 for Cafeteria Tables at Joe Pirtle Elementary was posted on June 23, 2024. Twenty-two responses were reviewed and evaluated. Based on the evaluation, the Administration recommends the Board approve the proposal of \$47,821.94 submitted by Learning Environments LLC.

This solicitation is in accordance with Title 2 of the Code of Federal Regulations (2CR) Part 200, United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA). A capital expenditure request will be submitted for approval by the Texas Department of Agriculture (TDA).

Pursuant to Section 2252.908 of Government Code, HB 1295 forms have been received and will be acknowledged on the Texas Ethics Commission website.

Fiscal Implications:

The funds for the cafeteria tables are allocated in the School Nutrition budget.

Administrative Recommendation(s):

Approve Learning Environments LLC as the vendor for cafeteria tables at Joe Pirtle Elementary.

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Memorandums of Understanding for Dual Credit and Dual Enrollment - University of Texas OnRamps, University of Texas Permian Basin, and Temple College

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 agreements with University of Texas OnRamps, University of Texas Permian Basin, and Temple College, Belton ISD high schools will continue to offer dual credit and dual enrollment courses on the Temple College campus as well as at high schools and the Texas Bioscience Institute campus.

House Bill 1638 (85th Legislature) requires all dual credit and dual enrollment programs to establish a Memorandum of Understanding (MOU) between the institution of higher education (IHE) and the 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 the 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's between Belton ISD and University of Texas OnRamps, University of Texas Permian Basin, and Temple College meet these requirements.

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

- Memorandum of Understanding, University of Texas OnRamps Dual Enrollment Program, 2024-2025
- Memorandum of Understanding, University of Texas Permian Basin Dual Credit Program, 2024-2025
- Memorandum of Understanding, Temple College Dual Credit Program, 2024-2025

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 2024-2025 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2024, is entered on the Effective Date by and between Contracting Parties on pursuant to the authority granted in and in compliance with Chapter 791 of the Texas Government Code.

Contracting Parties:

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

Performing Party: The University of Texas at Austin (“UT Austin”)
OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712

WHEREAS, UT Austin and BISD are collaborating to offer 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, students will be able to participate in dual enrollment, distance education courses 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 college course.

BISD and UT Austin will share the responsibility to implement OnRamps. 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. The maximum 2024-2025 fee is \$56.87 per credit hour, or \$170.61 for each three-hour course, per student.

BISD is paying a subsidized rate. Subject to available funding, during the 2024-2025 school year, the fee of \$170.61 per three-hour course per student is subsidized to \$149. 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.

UT Austin may opt into the Financial Aid for Swift Transfer program annually which allows eligible students to enroll in OnRamps courses at no cost. UT Austin will determine opt in status annually in accordance with rules stated by Texas Higher Education Coordinating Board.

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, 2024, including FAST opt-in status. The course 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 does not 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
Mail Code: A7300
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 administration, implementation, and improvement, including 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 earn 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 earn college credit in the OnRamps distance college course.
 - iii. 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 students are reported to the University Registrar for official transcription.
 - v. Students who accept college credit will have an official UT Austin transcript showing the letter grade earned in the course.
- H. Provide technology and support services necessary for teaching and learning in OnRamps:
 - 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 OnRamps 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, 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. 2024 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 and high school counselors.
- 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 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 OnRamps 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 OnRamps 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 Economics, 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 Economics, History, or Rhetoric in the fall, the student will have the opportunity to enroll in Economics, 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 OnRamps. 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 OnRamps 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 104N, GEO302E, and PHY 102M.
 - h. The Biology and 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 OnRamps 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 OnRamps requirements, including:
- a. Recruit and approve students to participate in OnRamps courses.
 - b. Ensure students enrolled in OnRamps 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 OnRamps 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 OnRamps 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 OnRamps.
- 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 OnRamps for the purpose of understanding outcomes and OnRamps 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 OnRamps 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, 2024, no matter the date fully executed by both Parties and covers a period beginning June 1, 2024 and ending August 31, 2025. 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 OnRamps 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 OnRamps (“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 OnRamps.

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:

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
Mail Code: A7300
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. Entire Agreement; Modifications

This Agreement supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

17. State Auditor's Office

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (Auditor), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

18. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

19. 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.

20. 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.

21. 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\(g\)](#).

22. 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.

23. 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
Introduction to Quantum Technologies	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 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, 2025 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 participants for the 2024-2025 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2024 – July 2025	<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• Interim Course Performance• 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	September 2024 – May 2025	<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 2025 – July 2025	<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.

4. Information shared with THECB

- 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 Financial Aid for Swift Transfer (FAST).

Exhibit C
OnRamps Teacher Professional Learning and Development Fee Schedule

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 2024-2025	PLI Fee Assessed for Instructor
New Instructor	2024-2025	One	\$850
Returning Instructor	2023-2024 or prior with no gap years	One	\$550
New Instructor for one course; Returning Instructor for one course	One course in 2024-2025; One course in 2023-2024 or prior with no gap years	Two	\$850
Returning Instructor for two courses	Two courses in 2023-2024 or prior with no gap years	Two	\$550

**The University of Texas Permian Basin
Memorandum of Understanding
Academic Dual Credit
Fall 2024–Summer 2025**

This Memorandum of Understanding (“MOU”) is entered into by and between The University of Texas Permian Basin (“UTPB”) and Belton Independent School District, “BISD”, pursuant to section 29.908 of the Texas Education Code.

1. Term

The term of this agreement is August 1, 2024 through and including July 31, 2025.

2. Recitals

NOW, THEREFORE, the parties to this MOU mutually agree to the following:

3. MOU Purpose

The purpose of this MOU is to outline the roles and responsibilities of the University and the School Districts that participate in the Academic Dual Credit Programs at UTPB. This MOU is the agreement that encompasses all programs and initiatives under the Academic Dual Credit Programs as required by the Texas Higher Education Coordinating Board (THECB). An additional Memorandum of Understanding is required by the Texas Education Agency for Early College High Schools, T-STEM and P-TECH schools.

4. Non-Discrimination

The University of Texas Permian Basin is committed to providing an educational, living and working environment that is welcoming, respectful and inclusive of all members of the university community. An environment that is free of discrimination and harassment allows members of the university community to excel in their academic and professional careers. To the extent provided by applicable federal and state law, the University prohibits unlawful discrimination against a person because of their race, color, religion, sex, national origin, age, disability, genetic information, or veteran status. The University's commitment to equal opportunity extends its nondiscrimination protections to include sexual orientation, gender expression and gender identity. For more information, please visit UTPB's Non-Discrimination Policy: <https://www.utpb.edu/life-at-utpb/campus-safety/non-discrimination-policy>

5. Recognition of Higher Education Partner

The School District, when reporting and publicizing high school students' completion of academic dual credit courses, will recognize all Higher Education partners, including The University of Texas Permian Basin. Furthermore, when the School District advertises and/or publicizes including but not limited to, designations, awards received, tuition saved, and articles written in social media, television commercials and print ads for dual credit, the School District

will recognize The University of Texas Permian Basin as their Higher Education partner. The following statement must be included in all the School District's publications and/or advertisements in regards to the Academic Dual Credit Programs: "Belton Independent School District" collaborates with The University of Texas Permian Basin, our Higher Education partner, to offer University credit hours, while saving families hundreds of thousands of dollars in reduced costs in tuition and fees." In addition, the School District shall adhere to the format and style of all advertising, marketing, reporting, and publicity materials, which includes billboards, print ads, and television commercials, as set forth in the University's Branding, Marketing, and Advertising Guidelines for The University of Texas Permian Basin at https://www.utpb.edu/university-offices/communications-and-marketing/images/ut-permian-basin-brand-guidelines_updated-04012019.pdf. Failure to follow this provision will result in a non-compliance notification as stated in Section 23 of this document.

6. Academic Policies and Procedures

Regular academic policies and procedures applicable to regular University courses and students will also apply to dual credit courses and dual credit students.

a) Eligible Courses

Academic courses offered by the University for dual credit are developed based on the guidelines published by the Texas Higher Education Coordinating Board in the Academic Course Guide Manual. The University does not offer remedial, kinesiology, or developmental courses for dual credit.

b) Faculty Qualification, Selection, Supervision, and Evaluation

The University has established an approval process for selecting and/or approving qualified School District faculty (those approved will herein be called "Dual Credit Faculty") to teach dual credit course(s). Each approved Dual Credit Faculty will be supervised by the University's respective department chair or designee and be evaluated and monitored to ensure quality of instruction and compliance with the University's policies and procedures in accordance with the standards established by the State of Texas and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC). For a comprehensive view of the Faculty Credentials and Qualification, Selection, Supervision, and Evaluation process, refer to the UTPB Academic Affairs Handbook (AAH).

- i. The School District will collaborate with the University to ensure that the School District instructor applying to teach in the Academic Dual Credit Program meets the credential requirements.
- ii. The University will ensure that University Faculty requested to teach dual credit courses at the School District sites have met acceptable national criminal background checks.
- iii. School District faculty approved as Dual Credit Faculty must be cleared by the University's Office of Human Resources to teach any dual credit courses.

- iv. Dual Credit Faculty will submit all required reporting documents such as rosters, learning outcome results, syllabi/section outlines, and grades by the deadlines set by the University.
- v. New Dual Credit Faculty approved for the upcoming Academic Year must satisfactorily complete Canvas LMS and Quality Measures Trainings offered through the University's Falcon Online Department prior to or during their first semester teaching Academic Dual Credit Program courses.
- vi. University and UTPB Dual Credit Faculty teaching dual credit courses should check their class rosters during the first week of classes to make sure that all students attending the class are enrolled in the dual credit course. Refer students not on the roster to the appropriate School District counselor and the Dual Credit Department. Any student not listed on the roster by the 12th day of class (Census Day) will not be enrolled in the dual credit course.
- vii. The School District will allow release time from School District duties for all Dual Credit Faculty to attend required University departmental meetings, discipline and course-specific professional development training. The department chairs will provide meeting schedule information to the Dual Credit Faculty before the beginning of the semester, so that the Dual Credit Faculty can coordinate his/her teaching responsibilities at the high school in order to attend required department meetings.
- viii. University Faculty and UTPB Dual Credit Faculty teaching University-level courses are expected to reach out to students who need academic assistance and direct them to the appropriate University or School District support services.
- ix. The School District will forward any concerns regarding UTPB Dual Credit Faculty or University Faculty teaching the University-level course to the University Department Chair for investigation. To resolve the concerns, a meeting shall take place between the University Department Chair (and/or designee) and the School District Principal (and/or other designated high school administrator) to discuss the issues and reach a decision that is mutually agreeable.
- x. Online students shall be informed that they are able to access the online course at any time, not only during a designated time at the high school.
- xi. Even though Academic UTPB Dual Credit Faculty members are full-time employees of the School District wherein they teach the University course(s), they are expected to follow all the University's policies as applicable during the instructional time designated for dual credit courses. Because Dual Credit Faculty are employed by both the University and the School District, they are confronted with unique challenges, but should have the same rights, responsibilities, and privileges as University Faculty teaching a dual credit course

at a high school site. They must fulfill their responsibilities as UTPB Dual Credit Faculty while acting in accordance with the expectations, policies, and responsibilities required by their School District and Principal.

- xii. UTPB Dual Credit Faculty Rights and Responsibilities when teaching a Course for the University:
- **Course Work:** The rigor of University course work can often require additional time outside of class for students to meet course learning objectives and outcomes; therefore, UTPB Dual Credit Faculty should not be coerced to decrease the amount of out-of-class work assigned to students.
 - **Issuing of University Grade:** UTPB Dual Credit Faculty shall not inflate the University letter grade, which might differ from the high school numeric grade.
 - **Contact Hours Pertaining to Dual Credit Students:** Just as UTPB Dual Credit Faculty are expected to meet the required number of contact hours per semester, students enrolled in dual credit courses are required to maintain regular and punctual attendance in classes and laboratories. The student is responsible for communicating with faculty members concerning any absence. The student may be required to present evidence to support an absence, and make-up work for class absences will be permitted only as specified by the faculty in the course syllabus.
 - UTPB Dual Credit Faculty must not be coerced to take unreasonable measures to help a student who, in the estimation of the Faculty member, is failing the course due to a lack of effort and/or excessive student absences.

c) Location, Facilities, Teaching Environment, and University Courses

The location of dual credit courses will be held at approved high school sites in accordance with SACSCOS standards.

i. University Courses

Faculty teaching dual credit courses must use the University's approved Learning Management System. The University maintains security measures to protect faculty and students while learning in an online environment.

ii. Course Delivery at High School

The School District will ensure that all academic dual credit courses taught by UTPB Dual Credit Faculty are conducted through face-to-face instruction, except when a State of Emergency is activated, is when a UTPB Dual Credit

Faculty may be approved to conduct online instruction to adhere to the University's Instructional Guidelines, using the University's Learning Management System.

iii. Online Method of Delivery

UTPB offers one method of delivery via online Learning Management System.

An electronic course is defined as a course in which instruction and content are primarily over the Internet; a student and teacher are in different locations for a majority of the student's instructional period; most instructional activities take place in an online environment; the online instructional activities are integral to the academic program; extensive communication between a student and a teacher and among students is emphasized; and a student is not required to be located on the physical premises of a school district or open-enrollment charter school.

iv. Facilities

The School District will work with the University to ensure that the School District's facilities meet the expectations and criteria required for University classes and are appropriate for University-level instruction by the first day of class including the following:

- School District will ensure that University Faculty and dual credit students have appropriate access to all available instructional facilities, resources, and essential technology;
- School District shall permit access to the University's electronic learning resources when the course is taught at the School District; and
- School District offering science courses shall meet the laboratory safety standards and have material/equipment required for University courses available in all labs in which classes are being taught to comply with the University science program requirements.

v. Teaching Environment

The School District will ensure that the classroom environment is conducive to University level learning by:

- Designating a classroom for the dual credit classes;
- Displaying signs outside of the classroom that indicate "University Course is in Session";
- Assuring no interruptions take place in the University dual credit class while in session, such as removing students for high school activities, or

making announcements except for official business or emergencies. Interruptions for official announcements must be minimized; and

- Accepting the faculty member's attendance requirements as stated in the course syllabus.

d) Course Curriculum, Instruction, and Grading

School Districts that participate in the Academic Dual Credit Programs at the University will comply with procedures and guidelines as published by the University, including the following:

i. Academic Instructional Calendar

Dual credit classes will follow the University Academic Calendar. Exceptions may be arranged through collaboration between the University and the School District. When the requested exception involves the Final Exam Schedule for long semester classes, the College Department Chair and Division Dean should be involved in any decision. The University requires that the Division Dean approve any exception. Notification of conflicts between mandatory State testing and final exams must be made well in advance of final exams. University courses and exams should take reasonable priority over School District activities.

ii. Monitoring Instruction

The School District will work with the University so University personnel will have the opportunity to monitor the quality of instruction in compliance with the University course syllabus and the standards established by the State of Texas, SACSCOC, and the School District.

iii. Books and Supplemental Materials

Courses offered for dual credit will be identified in the course schedule as University-level courses. Instruction and materials for dual credit courses will be equivalent or identical to courses taught to traditional university students. When possible, UTPB will: (i) utilize open resource textbooks for all dual credit courses, and (ii) utilize the same textbook for multiple years. District shall be responsible for providing all academic textbooks to students.

iv. Grading Procedures

All UTPB Dual Credit Faculty will follow the University Grading System as well as the grading criteria in the department approved syllabus.

v. Submission of University Grade

The primary responsibility for assigning University grades in a course belongs to the faculty member, and in the absence of compelling evidence of discrimination, differential treatment, or procedural irregularities, the judgment of the faculty member responsible for the course must remain determinative. University and School District officials will not interfere with the faculty member's responsibility for assigning University grades. The final course grade for the University will be a letter grade and for the high school a numeric grade that might differ from the University grade.

vi. Grade Appeal

The School District will direct students to follow the University's Grade Appeal process. An electronic copy of these documents may be accessed on the Student Services Department webpage at the following link:

<https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances>

7. Student Enrollment & Support Services

a) Student Eligibility

Beginning in the 9th grade, Texas public school students may enroll in dual credit courses for up to 15 hours per semester. Texas Administrative Code §4.85(b) identifies requirements that must be met by students who enroll in a college course for concurrent enrollment college credit.

I. Students must comply with the Texas Success Initiative as follows:

- Reading—TSIA score of 351 or TSIA2 of CRC \geq 950
- Writing—
 - a. a placement score of at least 340, and an essay score of at least 4; or
 - b. a placement score of less than 340 and an ABE Diagnostic level of at least 4 and an essay score of at least 5.
- Mathematics—TSIA score of 350

TSIA2

- Mathematics College and Career Readiness —
 - CRC \geq 950;
 - CRC $<$ 950 and Diagnostic Level = 6
- English Language Arts and Reading College and Career Readiness —
 - CRC $>$ = 945 and Essay $>$ = 5;

- CRC < 945 and Diagnostic Level > = 5 and Essay > = 5 Diagnostic Level Range: 1-6 CRC– College Readiness Classification Test CRC Range 910-990
2. Alternatively, students may qualify under one of the following standardized exemptions from TSI requirements:
- Exemption from TSIA reading and writing:
 - Scored a 23 or higher on the ACT composite and a minimum of 19 on both the English and math tests;
 - SAT administered prior to March 2016: Earned a combined (verbal critical reading + math) SAT score of 1070, with a minimum score of 500 on both sections;
 - SAT administered March 2016 and later: Evidence-Based Reading and Writing (EBRW) minimum score of 480, Mathematics minimum score of 530 (no combined score needed);
 - TAKS scale score of at least 2200 on the math section and/or 2200 on the English Language Arts section with a writing subsection score of at least 3.

b) Library Services

UTPB shall provide dual credit enrolled student's access to the instructional and digital resources available on the campus of UTPB and ensure that all distance education students have access to library resources to support appropriately the courses in which the students are enrolled. These services include document delivery, electronic access to reference services, reserves, interlibrary loan, and a web page that includes ready links to services, contacts, and self-help modules. The library will regularly evaluate the effectiveness of resources provided to distance education students and will demonstrate that services are improved where appropriate. Instructors will provide distance education students information about library services.

c) Student Support Services

Students in dual credit courses may utilize the same or comparable academic support services that are afforded to University students on the main campus. The University is responsible for ensuring timely and efficient access to such services (e.g., academic advising), to learning materials (e.g., library resources), and to other benefits for which the student may be eligible. Currently, services available to the online students from UTPB include:

- Electronic resources, online reference services, and other services of the J. Conrad Dunagan Library;
- Writing Center assistance and tutorials with writing assignments;

- Testing Services & Academic Accommodations for ADA issues, testing services, and study skill development;
- Academic Advising;
- Technical Support for Canvas users

d) Student Policies

Regular academic policies applicable to courses taught at the University's main campus must also apply to dual credit courses, in accordance with TAC Chapter 4. These policies shall include the appeal process for disputed grades, drop policy, the communication of grading policy to students, and when the syllabus must be distributed.

e) Student Complaints

UTPB's policies and procedures for handling student academic and non-academic complaints are applicable to all students including those enrolled in distance education programs and courses. Students with complaints about distance education delivered by UT Permian Basin should follow the process described. Students who wish to file a written complaint are encouraged to submit their complaint using the University Complaint Resolution Portal located at <https://www.utpb.edu/life-at-utpb/student-services/dean-of-students/student-grievances> . If an issue cannot be resolved internally/locally, students may file a complaint about UT Permian Basin with their state of residence or the University's accrediting organization. Information on both are available at [Complaint Process - The University of Texas Permian Basin | UTPB or UTPB Complaint Management - UTPB IRD](#).

f) Student Conduct

Dual credit students must abide by the UTPB Student Code of Conduct outlined in the current Handbook of Operating Procedures.

8. Finance Support Services

a) Faculty Stipend

School District instructors approved by the University to be Dual Credit Faculty and approved to teach University level courses will be paid a stipend by the University per class, per semester, as outlined in the Academic Affairs Handbook (AAH).

b) Tuition and Fees

District shall pay \$55 per semester credit hour. Each school district is liable for making complete payment for all students before the 12th class day. Each district and or dual credit student will adhere to enrollment cancellation processes that are set in place by the University.

c) Financial Aid for Swift Transfer (Fast)

The FAST tuition rate adopted by the THECB for FY 2024 is \$55 per semester credit hour (or equivalent) and serves two purposes:

1. **Funding rate:** Participating institutions will receive an allotment of funding equal to the FAST tuition rate for each semester credit hour (or equivalent) of dual credit coursework taken by an eligible student.
2. **Maximum tuition rate:** Participating institutions that have an agreement with an ISD or charter school may not charge a per-credit tuition rate more than the FAST tuition rate to any student attending high school in a Texas school district or charter school for any eligible dual credit course offered by the participating institution. Institutions may choose to charge a lower rate for any or all dual credit coursework without impacting the funding rate indicated in #1 above.

Institutions whose tuition rate for dual credit coursework has already been set for the 2023-24 academic year at a rate exceeding the FAST tuition rate will be able to participate in the FAST program upon realigning their tuition rate to not exceed the FAST tuition rate for students attending high school in a Texas school district or charter school.

Other Course Charges

Participating institutions may charge dual credit students who are not FAST-eligible other costs, such as fees, books, or supplies. However, FAST-eligible students may not incur these charges.

Participating institutions are not prevented from entering into contracts for other course charges, such as fees, books, supplies, or professional development, to be paid for by school districts or charter schools. (<https://www.highered.texas.gov/our-work/supporting-our-institutions/community-college-finance/fast/>)

d) Invoicing

UTPB will issue an invoice to District listing all enrollments in all subject areas. District will have up 15 business days to appeal any registrations for that semester, to the Office of Accounting. District must remit payment within 30 days of receipt of invoice. Failure to pay may result in District's inability to enroll students in future courses.

e) TXVSN Enrollment

When District enroll in courses via the Texas Virtual Schools Network (TXVSN), it will follow UTPB enrollment procedures, including:

- a. Applying to and enrolling students in UTPB;
- b. Adhering to UTPB's enrollment and drop schedule; and

- c. Entering into a written agreement approved by the governing boards or designated authorities of District and UTPB.
- d. District is responsible for 100% of the course cost for each student that completes coursework. District is responsible for 70% of the course cost for each student who withdraws from a course after expiration of the designated drop period.
- e. TXVSN Central Operations will issue an invoice to District at the end of each semester based on the conditions noted above; TXVSN will remit payment to UTPB at the end of each semester.

9. Human Resources Department, Data Privacy & Sharing Agreement

The School District will collaborate with the University to ensure that all School District faculty applying to teach in the Academic Dual Credit Programs meet the credential requirements, and submit all required documents for the hiring process to the Human Resources Department as well as agree to full information sharing in the event of an investigation of a personnel matter regarding Dual Credit Faculty.

- a) Any non-academic incidents or complaints against Dual Credit Faculty teaching a University course are required to be reported to the University's Office of Human Resources to the attention of the Director for investigation.
- b) The School District will comply with Title IX of the Education Amendments 1972 (20 U.S.C. § 1681 et seq.) regulations as stated in the University's Policy on Sexual Harassment/Sexual Misconduct, and the School District Title IX policy in resolving incidents and complaints. An electronic copy of the University's policy may be accessed on following link: <https://www.utpb.edu/life-at-utpb/campus-safety/sexual-harassmentsexual-misconduct/sh-sm-policy>

Title IX Statement:

The University of Texas Permian Basin (the University) is committed to maintaining a learning and working environment that is free from discrimination based on sex in accordance with Title IX of the Higher Education Amendments of 1972 (Title IX), which prohibits discrimination on the basis of sex in educational programs or activities; Title VII of the Civil Rights Act of 1964 (Title VII), which prohibits sex discrimination in employment; and the Campus Sexual Violence Elimination Act (SaVE Act), Violence Against Women Act (VAWA), and Clery Act. Sexual Misconduct, Retaliation, and other conduct prohibited under this Policy will not be tolerated and will be subject to disciplinary action.

The University will promptly discipline any individuals or organizations within its control who violate this Policy. The University encourages you to promptly report incidents that could constitute violations of this Policy to the Title IX Coordinator (as outlined in Section 3.1 of this Policy).

- c) The School District will designate a specific School District official that is certified as a Title IX Investigator/Coordinator to serve as the authorized liaison for The University of Texas Permian Basin Office of Human Resources. The School District official and the University's representative(s) will work collaboratively and timely to share any and all information necessary in the event of an investigation of a personnel matter.

10. Quality Control

UTPB will monitor student academic performance and quality of instruction to assure compliance with the Texas Administrative Code Title 19, Part 1, Chapter 4.

11. Student Identification

Dual credit students are eligible to receive a UTPB Student Identification Card and students who wish to obtain a UTPB Identification Card shall send an email to the UT System Police at StudentID@utpb.edu, included information should be:

- *Full name, address, and student ID number.
- *A scanned image attachment of another photo-bearing official government ID (driver's license, passport, etc.) for verification in digital (JPEG) format.
- *A scanned image attachment of a passport-quality photo (headshot with a plain background) in digital (JPEG) format.

District or student shall pay a fee of \$10.00 for the ID and will receive the ID in a prompt and timely manner.

12. UTPB Student Authentication Process

UTPB registers students for online courses using a student information system and manages access through a centralized authentication system. The learning management system in which all online courses are hosted authenticates student user accounts and passwords to the UTPB centralized authentication system. To obtain access to online courses in the learning management system, students must establish their identity through a secure login and password. At least one additional student identification technique will be required within each course. This technique is determined and approved by the Provost/Academic VP. The District principal shall notify UTPB in the event a high school does not use photo IDs. UTPB will determine an alternative means of authentication. One additional method of student authentication using an approved photo ID must be clearly stated on the course syllabus minus webcams and may include the following:

- Proctored exams using an approved photo ID.
- Presentation of approved photo ID through a web cam and optional levels of proctoring during assessment.
- Field or clinical experiences using an approved photo ID.
- Synchronous or asynchronous video activities using an approved photo ID.
- Other technologies or procedures specified by faculty in their course syllabus.

- Public school designee/facilitators can proctor an exam identifying themselves to the instructor for testing environment criteria.
- UTPB emails are a secondary form of authentication.

Dual credit students may use District identifications. Approved photo identifications are: passports, government issued identification, driver's licenses, military ID from DoD.

TEC 28.009

UTPB has aligned its goals with House Bill 1638 statewide goals as codified in Texas Education Code, Section 28.009 (b-1) and (b-2). These require the Texas Higher Education Coordinating Board (THECB), and Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs in Texas.

UTPB offers dual credit courses to high school students in accordance with state, legislative, and regulatory requirements, as well as the SACSCOC.

UT Permian Basin offers a course equivalency crosswalk for equating high school courses with college courses. This crosswalk identifies the number of credits that may be earned for each course completed through the dual credit program.

While UTPB offers a variety of dual credit and early college access courses, most courses are part of the Texas Core Curriculum. Core courses are transferable to any public university or college in Texas.

All courses are 3 credit hours unless noted otherwise

* ART 1301: Art Appreciation	MATH 2412: Pre-Calculus {4 credit hours}
COMM 1315: Intro to Public Speaking	MATH 2413: Calculus I {4 credit hours}
CRIM 1301: Intro to Criminal Justice	*MUSC 1301: Jazz, Pop, Rock
ECON 2301: Intro to Macroeconomics	PLSC 2305: American National Politics
*ENGL 1301: Composition I	PLSC 2306: State and Local Politics
*ENGL 1302: Composition II	*PSYC 1301: Intro to Psychology
*ENGL 2322: British Literature to 1800	*SOCL 1301: Intro to Sociology
ENGL 2323: British Literature since 1800	SPAN 1411: Beginning Spanish I {4 credit hours}
*ENGL 2327: American Literature to 1865	SPAN 1412: Beginning Spanish II {4 credit hours}
ENGL 2328: American Literature since 1865	SPAN 2311: Second Year Spanish I
*HIST 1301: U.S. to 1877	SPAN 2312: Second Year Spanish II
*HIST 1302: U.S. since 1877	COSC 1335: Computers & Problem Solving
MATH 1314: College Algebra	COSC 1430: Intro to Computer Science
MATH 1324: Applications of Discrete Mathematics	COSC 2430: Intro to Computer Science II
MATH 1332: Contemporary Mathematics I	BIOL 1308: Biology for Non-Science Majors
BIOL 1108: Biology for Non-Science Majors Lab	

UTPB offers dual credit to Early College High School and high school students across the state of Texas. Our classes are taught by SACSCOC qualified university professors. UTPB ensures the quality and instructional rigor of the dual credit program's content, which meets,

SACSCOCs requirements. Course content and rigor are comparable with similar courses that are taught to traditional UTPB students.

UT Permian Basin Dual Credit goals are listed below.

Goal 1: UT Permian Basin and its school district partner will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.

- Measures of Implementation: Examples of items to include in documentation:
 - a. UT Permian Basin and its school district partner will host informational sessions for students and parents on dual credit opportunities, benefits, and cost.
 - b. UT Permian Basin and its school district partner's webpages will reflect the most current dual credit program information including enrollment and fee policies.
 - c. UT Permian Basin will host dual credit 101 sessions for high school counselors via webinar.
 - d. UT Permian Basin and its school district partner will collaborate on a marketing campaign.

Goal 2: The Dual credit program will assist high school students in the successful transition to and acceleration through postsecondary education.

Goal 3: All dual credit students will receive academic and college readiness advising with academic support services to bridge successfully into college course completion.

- Metric: Examples of items included in analysis:
 - e. Student enrollment in postsecondary after high school
 - f. Time to degree completion
 - g. Decrease in excess number of semester hours beyond required hours to degree completion
- Analysis of measures in enrollment and degree completion, disaggregated by student sub-population.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

Metric: Award of credit and transcripts

- a) UTPB will award academic credit for courses that are listed in the core curriculum. These courses shall be evaluated in accordance with Texas Higher Education Coordinating Board and Texas Education Agency. They shall be at a more advanced and rigorous level than courses taught at the high school level.

- b) For all its programs, including those delivered through distance education, UTPB will identify expected student learning outcomes, assess the extent to which a course achieves these outcomes, and provide evidence of improvement based on analysis of the results. Additional items to be evaluated shall include but are not limited to: the effectiveness and efficiency of delivery systems, academic resources, student services, and access to faculty. Finally, students will evaluate courses delivered via distance education using the course evaluation procedures in effect for campus-based courses.

I3. Schedule Changes

Schedule changes that include additions, drops, and withdrawals will be processed based on established deadlines and must adhere to current policies and procedures.

I4. Transcribing of Credit and Student Withdrawal

A college grade shall be transcribed upon completion of the semester for the courses in which the student officially enrolled and will adhere to the current grading policy.

The school district agrees to evaluate the objectives to be achieved by students completing the UTPB dual credit courses and to transcribe the credit on the student's high school transcript accordingly.

Students may request transcripts at www.getmytranscript.com. The fee is \$7.00.

I5. Grading Periods and Policies

The university has adopted a policy that allow school facilitators observer access in Canvas. The account holder will have credentials and understand that all users of UTPB Information Resources are subject to having all such uses monitored and/or recorded by system personnel, and that anyone using UTPB Information Resources expressly consent to such monitoring and that the results of such monitoring may be provided to law enforcement personnel. Individuals will be able to follow the academic calendar for the grading periods and polices adopted by UTPB and school district.

I6. Use of UTPB Email

Use of UTPB email as primary email in distance education courses further protects student personal emails independent of their coursework and ensures the student enrolled in the online courses is using the email account assigned to that student by UTPB. University email will serve as second authentication method.

I7. Privacy

The Family Educational Rights Privacy Act (FERPA) guidelines will be followed for all students regardless of instructional environment. Submission of student work online creates an academic record that is subject to FERPA. Online posting of grades must not be viewable to other members of the online class. Exemplary works may be posted with individual student permission. Instructors must not compel online students to reveal private information to classmates. Private information includes full name, physical address, birth date, birth place, social security number, gender, race, color, marital status, religion, citizenship, immigration

status, physical image, information about family, or information a student considers too sensitive to share.

18. Data Sharing

FERPA allows protected student data to be exchanged between the University and School District for students that are dually enrolled without the consent of either the parents or the student under § 99.34. If the student is under 18, the parents still retain the right under FERPA to inspect and review any education records maintained by the School District, including records that the University disclosed. The University and the School District are expected to meet FERPA requirements to maintain the privacy of student data. The University will provide data reports to the School District via standard reports as per identified timelines. These reports have been developed in an effort to provide required data in a timely manner to our partners with a signed MOU.

The School District shall provide a primary and secondary contact, at the District and at each high school, to receive data via a secure process from the University. These contacts will be responsible for distributing data securely within their assigned area and within FERPA guidelines. Any data received from the University shall not be shared outside the District without prior authorization from the University. The School District may request data outside of the scheduled report distribution schedule provided:

- An MOU has been executed and is active between the School District and the University
- The data request is submitted, at minimum, three (3) business days prior to the requested delivery date

PLEASE NOTE: Requests are **NOT** guaranteed to be delivered by the requested delivery date and may be delayed depending on the data team's existing request volume. Requests will be prioritized depending on identified need. The School District may submit an e-mail request for reports to: chavez_mi@utpb.edu

19. Transportation

UTPB assumes no obligation/responsibility for transportation of students to and from the UTPB campus.

20. Off-site Locations Southern Association of Colleges and Schools Commission (SACSCOC) Requirement

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) requires Universities to report all off-site locations in which dual credit students may earn at least 25% but less than 50% of credits toward a program, in-person or via distance learning, if courses are taken on high school property. This rule does not give the University the right to manage the classroom or technology in the classroom, nor does it imply that the University will

supply learning technology. However, high schools may be subject to a site visit during SACSOC reaffirmation processes that occur every five years.

21. Decision to Non-Renew MOU Agreement

The Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) substantive change policy requires institutions to notify them of all off-campus instructional locations that require students (including dual credit and early high school students) to take courses in a place that is geographically apart and independent of the main campus location. Furthermore, institutions are required to have an approved teach-out plan that ensures equitable treatment of students when an off-campus instructional site closes. Because a decision not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit high school partner closes an off-campus location, the UTPB teach-out plan will ensure the University makes a good faith effort to assist affected students, faculty, administrative and support staff so that they experience minimal disruption in the pursuit of their course of study or professional careers.

If a decision is made not to renew an agreement between the University of Texas Permian Basin (UTPB) and a dual credit partner, the following proposed protections will occur:

This plan provides details regarding:

- a. administration and organization
- b. affected students
- c. maintenance of records and reports
- d. affected faculty and staff

Administration and Organization

The Administration, Provost, Program Director, and faculty of the UTPB Dual Credit Program will continue to adhere to and remain accountable for ensuring affected students, faculty, and support staff experience minimal disruption in the pursuit of their course of study or professional careers.

The University administration will provide direct support and resources to the appointed Director of Dual Credit/Early College High School in fulfilling his/her responsibilities and duties until all affected students have completed their course work.

Affected Students

The University has maintained and will continue to maintain open communication with all currently enrolled students.

A decision not to renew an agreement between UTPB and a dual credit partner prohibits students enrolled by that high school from taking dual credit courses from UTPB. In that case,

affected students will be notified by mail of the ending agreement and will be informed of their rights as follows:

1. Affected students are no longer eligible to take dual credit courses at the University
2. No additional charges/expenses will incur as a result of the ending agreement
3. Any earned credit will be recorded and remain on student transcripts
4. Affected students are entitled to a copy of their transcripts
5. All other affected student records will be kept on file following UTPB policy
6. Affected students have a right to appeal a grade
7. Grievance procedures still apply
8. Incomplete grades and ongoing agreements between the affected student and instructor will remain honored

Affected students will be notified that they can continue taking dual credit courses at UTPB if the stated agreement is renewed at a later time. Once they graduate from high school, they are eligible to apply to UTPB and complete their programs of study.

Maintenance of Records and Reports

All current records will be maintained in a secure manner to prevent loss, destruction or unauthorized use. All records will be maintained for the required specified time and will remain accessible to those with a need for access (e.g., Program Director, Provost).

The University will also continue to maintain the records listed below in accordance with the required institutional education guidelines:

- a. University catalogs, programs of study, mission and goals, curriculum and course outlines
- b. Student/Faculty records
- c. Memoranda of agreements with affiliating agencies
- d. Strategic planning documents and program/course evaluation methods

Affected Faculty and Staff

In the unlikely event that full-time faculty or staff are affected by the ending contract between UTPB and a dual credit partner, they will be notified in writing.

22. Amendment

Any change to the terms of this MOU must be presented in written form and agreed upon by both UTPB and the school district at least 30 days before any term or provision may be changed.

23. Notification of Non-Compliance and Termination of Agreement

Failure to act in accordance with any provision in this MOU will result in a Notification of Non-Compliance (Notice), which may be initiated by either party. The Notice shall be in writing and shall state in particular the alleged non-compliance. The Notice will be provided to the

University President and School District Superintendent for review and action. Failure to correct non-compliance may result in termination of this agreement.

The University of Texas of the Permian Basin
4901 E. University Blvd.
Odessa, Texas 79761

By:

Date:

Cesario Valenzuela
Senior Vice President of Business Affairs CFO
UT Permian Basin

Belton Independent School District

By:

Date:

Dr. Malinda Golden
Superintendent, Belton Independent School District

**COLLEGE PREPARATORY MATHEMATICS AND ENGLISH LANGUAGE ARTS
COURSES**

MEMORANDUM OF UNDERSTANDING

BETWEEN

BELTON INDEPENDENT SCHOOL DISTRICT

AND

TEMPLE COLLEGE

This Memorandum of Understanding (“MOU”) is entered into as of the First day of August, 2024 (the “Effective Date”) between the Belton Independent School District (“BISD”), a Texas independent school district located at 400 N. Wall St., Belton, TX 76513, and Temple College (“TC”), a community college system located at 2600 South First Street, Temple, TX 76504.

WHEREAS, The State of Texas mandated via House Bill 5, Section 10 that each school district shall partner with at least one institution of higher education to develop and provide courses in college preparatory mathematics and English language arts;

WHEREAS the parties have agreed to enter into a collaborative agreement where students in the independent school district who are deemed to not be college ready per House Bill 5, Section 10;

WHEREAS, Belton Independent School District (BISD) and Temple College (TC) jointly recognized an opportunity to create seamless pathways for students to enter into college level work in mathematics and English Language Arts without further remediation;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BISD and TC, intending to be legally bound, agree as follows:

1. **Scope of Services.** BISD and TC agree to collaborate to develop and maintain college preparatory mathematics and English language arts courses that meet the terms of this agreement as outlined below in the Support and Services section of this MOU. BISD and TC will meet regularly to maintain the integrity and evaluate the effectiveness of the program.
2. **Term.** The initial term of the MOU shall begin on the 1st of August, 2024 and continue for a period of three years. Thereafter, TC may renew this MOU for two (2) consecutive one (1) year terms by delivering written notice to BISD. The initial term and any renewal term(s) are

collectively referred to in this MOU as “Term”. Either party may terminate this MOU, without cause, upon at least thirty (30) calendar days prior written notice to the other party, with termination effective upon the expiration of the thirty (30) days or as mutually agreed to by the parties.

3. **Support and Services**. BISD and TC agree to the following conditions:

- A. TC agrees to the following for both the mathematics and English language arts courses:
 - i. To share data and provide feedback regarding student success on entry-level college mathematics and English language arts courses;
 - ii. To train advisors to recognize and honor course(s) on school district transcripts;
 - iii. To ensure that students are counseled directly into college level mathematics, English language arts, and all other courses that require mathematics and English language arts college readiness;

- B. TC agrees to the following for the college preparatory mathematics course:
 - i. To provide the Student Learning Outcomes;
 - ii. To provide the syllabi for the courses being offered;
 - iii. To provide the departmental final exams for the courses;

- C. TC agrees to the following for the college preparatory English language arts course:
 - i. To provide the final exam for the reading portion of the Integrated Reading and Writing (INRW 0402) course;
 - ii. To provide the types of essays required (expository, persuasive, and critical analysis) and the rubrics for grading those essays;
 - iii. To provide the Student Learning Outcomes for INRW 0402;

- D. BISD agrees to the following for both the mathematics and English language arts courses:
 - i. To provide highly qualified instructors for the courses being taught;
 - ii. To identify students who are not college ready as stated in HB 5 and to notify parents and students of the benefits of enrolling in the college prep course(s);
 - iii. To provide professional development and resources required to teach the mathematics and English language arts courses;
 - iv. To identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number: English Language Arts – CP110100; Mathematics – CP111200
 - v. To provide curriculum for the course that is consistent with TC Student Learning Outcomes;
 - vi. To follow the BISD Grading Expectations;
 - vii. To deny students enrolled in these courses exemptions from TC final exams;
 - viii. To provide assistance with college enrollment and financial aid applications;
 - ix. To accept completion of the college preparatory course(s) and demonstrate readiness by Temple College, the student’s grade for the course must be at least

a 75 or higher and the final exam grade must be at least a 70 or higher. A student earning a grade between 70-74 will receive high school credit for that course but will not have demonstrated college-readiness.

- x. To provide students with a certificate of completion following successful completion of the course(s)

E. BISD agrees to the following for the college preparatory mathematics course:

- i. To administer the TC departmental final exam;
- ii. To provide course material that corresponds to the learning objectives as outlined for college mathematics prep course for each student enrolled in the course;
- iii. To ensure transferability of the course grade to TC and to demonstrate readiness by Temple College, the student's grade for the course must be at least 75 and the student must pass the final exam with a 70 or higher.

F. BISD agrees to the following for the college preparatory English language arts course:

- i. To administer the TC INRW Reading final exam
- ii. To teach and grade the required essays according to the rubrics provided by TC. (T.E.A. Rubrics for Expository, Persuasive, and Literacy Analysis);
- iii. To teach a preliminary semester course that focuses on college readiness and literacy skills; and
- iv. To ensure transferability of the course grade to TC and to demonstrate readiness by Temple College, the student's grade for the course must be at least 75 and the student must pass the final exam with a 70 or higher.

4. **Non-Compliance**. Notwithstanding any provision herein to the contrary, if TC does not comply with any part of this MOU, and the failure to comply is not corrected within thirty (30) calendar days after written notice from BISD, this MOU may be terminated immediately upon written notice from BISD, in BISD's sole discretion.

5. **Liability**. Neither BISD or its trustees, officers, employees or agents shall have any liability or responsibility for any claim or cause or action of any person or group arising from (a) the use of district property and/or equipment by TC and TC's officers, volunteers, employees, contractors, agents, invitees, licensees, participants, and visitors, or (b) non-compliance with this MOU, or (c) any act, omission, or negligence of TC, or any of its officers, agents, employees, contractors, invitees, licensees, volunteers, participants or visitors.

EXCEPT AS MAY OTHERWISE BE PROVIDED HEREIN, BISD MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BISD DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OMISSIONS, COMPLETENESS, AND DELAYS, EXCEPT AS EXPRESSLY PROVIDED HEREIN OR AS REQUIRED BY LAW, UNDER NO CIRCUMSTANCES SHALL BISD BE LIABLE FOR

EXEMPLARY, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS REVENUE, OR GOODWILL DUE TO ANY CAUSE WHATSOEVER, EVEN IF BISD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. **Indemnity.** TC AGREES THAT TC SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS BISD AND BISD'S PAST, PRESENT, AND FUTURE TRUSTEES, OFFICERS, AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DEMANDS, CAUSES OF ACTION, DAMAGES, COSTS, AND EXPENSES, INCLUDING, WITHOUT LIMITATION, COURT COSTS AND REASONABLE ATTORNEYS' FEES, OF ANY KIND OR NATURE ASSERTED BY ANY THIRD PARTY, OCCURRING OR IN ANY WAY INCIDENT TO, ARISING OUT OF, OR IN CONNECTION WITH ANY ACTS OF TC AND/OR TC'S PARTICIPANTS, VISITORS, AGENTS, EMPLOYEES, CONTRACTORS, INVITEES, OR LICENSEES DONE IN CONNECTION WITH THIS MOU. TC's obligations under this clause shall survive termination or expiration of this MOU.

7. **Notice.** All notices or other communications required or permitted hereunder shall be in writing, and shall be personally delivered or sent by registered or certified mail, return receipt request, courier delivery, electronic mail, facsimile or receipted overnight mail, and shall be deemed received upon the earlier of (a) the date of delivery, if personally delivered, or (b) three (3) business days after the date of posting by the U.S. postal service, if mailed. All such notices or communications shall be addressed as follows:

If to BISD: Malinda Golden
Superintendent
400 N. Wall Street
Belton, TX 76513

If to TC: Christy Ponce
President
2600 South First Street
Temple, TX 76504

Either party may change such address for notice for the party designated to receive such notice by giving advance written notice to the other party as provided in this paragraph.

8. **Relationship of the Parties.** It is understood and agreed that TC is a separate legal entity from BISD and TC is not an employee, agent, joint venture, or partner of BISD. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between BISD and either TC or any employee or agent of TC.

9. No Waiver of BISD's Immunity. The execution of this MOU and the performance by BISD or any of its obligations hereunder are not, and are not intended to waive or relinquish, and BISD shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to BISD, its trustees, officers, employees, or agents under federal or Texas laws.

10. No Third Party Beneficiaries. Nothing in this MOU shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against any party to this MOU.

11. Governing Law and Venue. This MOU shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of law provisions. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Agreement shall be in Bell County, Texas.

12. Entire Agreement. This MOU and the attached and incorporated addendum or exhibits, if any, contain the entire agreement of the parties relative to the purpose(s) of the MOU and supersede any other representations, agreements, arrangements, negotiations, or understanding, oral or written, between the parties to this MOU.

13. Severability. In the event that any one or more of the provisions contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

14. Interpretation. The parties agree that the normal rules of construction that requires that any ambiguities in this MOU are to be construed against the drafter shall not be employed in the interpretation of this MOU.

15. Changes and Amendments. This MOU may be amended, modified, and/or supplemented only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this MOU.

16. Assignment. Neither this MOU nor any rights, duties, or obligations under it shall be assignable by TC without the prior written acknowledgement and authorization of ISD. Any attempted assignment by TC without BISD's prior written consent shall be void.

17. No Waiver. No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof. No waiver, alteration, or modification of any of the provisions of this MOU shall be binding unless in writing and signed by duly authorized representatives of the parties hereto.

18. Captions. The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not be considered in the interpretation of any part hereof.

19. Counterparts. This MOU may be executed in separate counterparts, each of which when so executed shall be an original, but all of such counterparts shall together constitute but one and the same instrument.

Executed this _____ day of _____, 2024.

BELTON INDEPENDENT SCHOOL DISTRICT

Malinda Golden, Superintendent

TEMPLE COLLEGE

Dr. Christy Ponce, President

It is the policy of the Belton Independent School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career Technical Education programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Renewal of Interlocal Agreement with City of Temple After-School Daycare

Contact Person: Michael Morgan

Presented for: Action Report Only

Supporting Documents: None Attached Provided Later

District Goal or Objective Addressed:

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

Background Information:

The City of Temple offers state licensed low cost, high quality before and after school care for elementary school aged students in the City of Temple. The City of Temple is trained to offer competent, creative, and concerned supervision. Financial assistance is also available for qualifying families.

The District wishes to renew the child care agreement for the 2024-2025 school year.

Fiscal Implications:

None

Administrative Recommendation(s):

Approve the attached agreement as presented.

**INTERLOCAL AGREEMENT
BETWEEN
THE BELTON INDEPENDENT SCHOOL DISTRICT
AND
THE CITY OF TEMPLE, TEXAS
FOR PROVISION OF AN AFTER-SCHOOL CHILDCARE PROGRAM**

This Interlocal Agreement (the “Agreement”) is made the 19th day of July, 2024 by and between the Belton Independent School District (the “BISD”), an independent school district in the State of Texas, and the City of Temple (the “City”), a Texas home rule municipality, acting through its Parks and Recreation Department, (individually, a “Party” and collectively, the “Parties”) for the purposes, mutual promises, and consideration expressed herein.

WHEREAS, the BISD and the City are both local governmental entities organized under the laws of the State of Texas and authorized under Chapter 791 of the Texas Government Code, the Texas Interlocal Cooperation Act, to contract with each other for the performance of governmental functions;

WHEREAS, a need has been identified in the BISD for an after-school childcare program;

WHEREAS, the City of Temple Parks and Recreation Services Department has proposed a method of fulfilling that need;

WHEREAS, students and parents in the BISD and the citizens of Temple benefit from such a program; and

WHEREAS, the governing bodies of the governmental entities party to this Agreement have considered the Agreement and deem it in the best interest of the public.

NOW, THEREFORE, the Parties agree as follows:

I. PROGRAM

The City will sponsor, conduct, and provide, and the BISD will allow and cooperate in the provisions of an after-school childcare program at Burrell Elementary, Tarver Elementary, Lakewood Elementary, Pirtle Elementary, High Point Elementary, and Charter Oak Elementary School (hereinafter referred to as "the Program.") In consideration for the City’s provision of these services, the BISD hereby waives all fees from the City during the times the Program is conducted at the BISD facilities.

II. HOURS

The Program will be conducted at the aforementioned BISD facilities each school day from the time that school is dismissed until 6:00 p.m.

III. HOLIDAYS

Programs sponsored and conducted for the Program participants during school holidays will be held at an alternate location, and not the listed BISD facilities.

IV. PROGRAM FEE

The City will be responsible for the cost, charge, or collection of any fees approved by the BISD for participation in the Program. The City will be responsible for granting or denying any full or partial fee waivers.

The BISD will not be responsible for the cost, charge, or collection of any fees for participation in the Program, nor will the BISD be responsible for granting or denying any full or partial fee waivers.

V. AVAILABLE PROGRAM AREAS

The areas at each facility to be used by the City for provision of the Program will be as agreed to by the City and the Principal at each facility. In the event that the City and the facility Principal are unable to agree, the Principal will determine the areas to be used by the City, provided, however, the following areas in the specified BISD facilities will be included in the areas available to the City during Program hours:

1. Outdoor play area;
2. Indoor play area, which will include indoor space for table activities, snack, lunch, and interest centers;
3. A gym (if available);
4. Restroom facilities;
5. Water fountain;
6. Storage space (if available); and
7. Flow areas between above-specified spaces.

The BISD reserves the right to utilize the foregoing areas, for either school purposes or for other childcare programs, and the City understands that this Agreement does not constitute an exclusive license to the City for the use of said areas.

The City will be responsible for keeping the available areas in a neat and orderly condition and agrees to replace, at the expense of the City, any damaged or missing equipment or any damage to a BISD facility that results from the City's negligence.

The City will be responsible for securing all areas used at each facility at the end of each day the Program is held at a BISD facility.

The City will provide the following equipment, services, and/or facilities, if necessary:

1. Moveable storage unit(s); and
2. General cleaning of Program areas.

The BISD will designate an area in each facility for the placement of City-provided equipment and/or facilities.

VI. COSTS

The City will bear all costs associated with initiation and provision of the Program, including, without limitation, the cost of obtaining necessary licenses, materials, and staff.

VII. STANDARDS AND LICENSING

The Program is exempt from regulation by the Texas Department of Family and Protective Services, pursuant to Texas Human Resources Code § 42.041(b)(14) and as codified in the Texas Administrative Code § 745.115(3). Texas law exempts elementary age (5-13 years old) recreation programs for children that meet the following criteria:

- A) A municipality operates the program; and
- B) The governing body of the municipality annually adopts standards of care by ordinance after a public hearing for such programs; and
- C) The program provides these standards to the parents of each program participant; and
- D) The ordinance includes, at a minimum, the child/caregiver ratios, minimum staff qualifications, minimum facility, health, and safety standards, and mechanisms for monitoring and enforcing the adopted local standards; and
- E) The program informs the parents that the state does not license the program; and
- F) The program does not advertise itself as a childcare facility.

The City agrees that this Agreement is conditioned on its compliance with the requirements as set forth in § 42.041(b)(14) of the Texas Human Resources Code.

VIII. STUDENTS

PARTICIPATION

Each student participating in the Program will participate in the Program at the BISD facility at which the student normally attends school, unless specifically designated otherwise. The BISD will not be responsible for transporting participating students from one BISD facility to another BISD facility.

The number of students permitted to participate in the Program will be one Program staff for each fifteen children. Access to the Program will not be denied because of race, color, sex, national origin, or handicapping condition.

Each student's participation in the Program is completely voluntary. Neither the BISD nor the City will coerce parents or students to participate in the Program.

DAILY RESPONSIBILITIES

The City will be responsible for the students participating in the Program upon the student's arrival at the facility's Program area.

The City will abide by and enforce standard school rules, including, without limitation, rules requiring walking in the halls and keeping the facilities clean. The City will also establish rules for behavior for students participating in the Program.

The City will take attendance each day of the Program.

The City will keep all students participating in the Program in the areas designated unless such students are accompanied by staff.

IX. PROMOTION AND PUBLIC RELATIONS

The City will be responsible for promoting the Program and recruiting students to participate in the Program. The BISD will assist the City by allowing information to be distributed through the schools. All distributed information will specify that the BISD is neither sponsoring nor operating the Program and that the BISD is not responsible for the care or treatment of the students participating in the Program.

The City will contact parents of students as necessary and will encourage parent involvement.

The City will hold conferences with each Principal on a regular basis to discuss the progress, success, and any problems in the Program.

X. STAFF

Training, supervision, and compensation of all Program staff will be the sole responsibility of the City. The City agrees that the BISD has the right to deny any City staff member access to BISD facilities and/or students in the event the BISD determines that such staff member(s) poses a safety risk to BISD students. In the event such a situation exists, the BISD agrees to give the City notice of the denial of privileges as soon as practical.

XI. INSURANCE AND INDEMNIFICATION

During the term of this Agreement, and any extensions thereof, the City will maintain comprehensive general liability insurance in the amount of one million dollars (\$1,000,000.00). Prior to the initiation of the after-school childcare Program, the City will furnish the BISD with a valid current certificate of insurance evidencing the above coverage. The policies will be endorsed with an 'indemnity under contract' endorsement in favor of the BISD. The limits of liability shown for each type of insurance coverage to be provided by the City pursuant hereto will not be deemed to constitute a limitation of the City liability for claims hereunder or otherwise.

XII. TERM OF AGREEMENT

This Agreement will begin on the day set forth above and will expire on the last school day of the 2025-2026 school year, at which time the Parties may extend or renegotiate the Agreement by mutual consent. Either Party may cancel this Agreement with 60 days written notice for failure by either Party to comply with any of the conditions of this Agreement. The canceling Party will provide written documentation of any non-compliance and a reasonable time for correction.

XIII. NO WAIVER OF IMMUNITY

No provision of this Agreement is a waiver of sovereign immunity from suit or liability, and no provision of this Agreement is a waiver of any public official, employee, or volunteer immunity. The City and the BISD expressly retain all immunities provided to governmental entities, their officials, employees, and volunteers as those immunities now exist or may exist in accordance with the law of the State of Texas.

XIV. MODIFICATIONS

This Agreement may be modified by written approval of the Belton Independent School District Board of Trustees, or its designees, and the City of Temple, Texas, or its designee.

XV. ENTIRE AGREEMENT

This document is the final Agreement of the Parties hereto. There are no representations or promises between the Parties other than those set out herein.

XVI. APPLICABLE LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Texas.

XVII. MULTIPLE ORIGINALS

This Agreement may be executed in a number of identical counterparts, each of which will be deemed an original for all purposes.

XVIII. AUTHORITY AND EXECUTION

The undersigned warrants that he or she is duly authorized to execute this Agreement on behalf of the entity named.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the dates stated.

BELTON INDEPENDENT SCHOOL DISTRICT

Manuel Alcozer, Board of Trustees President

Date: _____

Dr. Malinda Golden, Superintendent

Date: _____

CITY OF TEMPLE, TEXAS

Timothy A. Davis, Mayor

Date: _____

Brynn Myers, City Manager

Date: _____

ATTEST:

APPROVED AS TO FORM:

Jana Lewellen, City Secretary

City Attorney's Office

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Renewal of School Resource Officer (SRO) Interlocal Agreement between the City of Belton, Texas and Belton Independent School District

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.

Background Information:

The District has contracted with the City of Belton since 1996 to provide police protection through the School Resource Officer (SRO) program. Representatives of the District and City of Belton met to update the Interlocal Agreement which is attached. The revised agreement provides additional opportunities for annual training. The administration recommends continuation of an agreement with the City of Belton for the services of SROs in Belton ISD.

Fiscal Implications:

The District will reimburse the City of Belton 10 months of annual salary and benefits for 3 SROs and 1 Sergeant and 12 months annual salary and benefits for an additional SRO. \$6,000 per vehicle for use and travel, and all required training as outlined in the attached agreement.

Administrative Recommendation(s):

Approve the renewal of the Interlocal Agreement between the City of Belton, Texas and the Belton Independent School District as presented.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF BELTON, TEXAS, AND
THE BELTON INDEPENDENT SCHOOL DISTRICT
REGARDING SCHOOL RESOURCE OFFICERS**

THIS Interlocal agreement is made and entered into by and between the City of Belton, Texas (the “CITY”) and the Belton Independent School District (the “BISD”).

Pursuant to the Texas Interlocal Cooperation Act, Tex. Govt. Code, §§791.001 *et seq.*, the parties are empowered to contract with each other for the performance of governmental functions, including police protection.

WHEREAS, the CITY and BISD desire to enter into an interlocal agreement pursuant to which uniformed Belton Police Department (“the Department” or “BPD”) police officers will be assigned to BISD campuses located within the City of Belton as School Resource Officers (“SRO”) under the terms and conditions stated herein, this Agreement will establish a joint cooperative effort and relationship between the CITY and BISD to foster an efficient and cohesive program that will build a positive relationship between police, BISD administration and staff, and students (hereinafter referred to as the “SRO Program”).

A. Term. The initial term of the Agreement shall commence upon the date that parties’ signatures are affixed hereto and shall expire on August 31, 2025. After the initial term, this Agreement will automatically renew and extend for successive one (1) year terms unless either party elects to exercise their right to terminate under Section L of this Agreement.

B. SRO Program. The city agrees to provide Police Officer(s), known as SROs, to BISD schools situated within the jurisdiction of the Department. The number of SROs will be as agreed between the parties to this Agreement.

1. Concept

The SRO Program utilizes the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that the officers assigned to the program are Law Enforcement Officers, Informal Counselors, and Teachers.

SROs are first and foremost Law Enforcement Officers for the City of Belton Police Department. SROs shall be responsible for carrying out all duties and responsibilities as a police officer and shall always remain under the control, through the chain of command, of the Belton Police Department; however, SROs will notify the appropriate Campus Administrators and the BISD Coordinator of Safety before taking police action on campus when practical and are enforcement officers in criminal matters only. SROs are not responsible for enforcement of any “school or house rule.” SROs are not school disciplinarians and will not assume this role. SROs will report directly to their designated supervisor in the Department in connection with normal law enforcement duties and shall consult with BISD Assistant Superintendent for Operations concerning duties that affect the district as a whole or on a particular campus. SROs will not involve themselves in administrative matters of BISD which are not criminal offenses.

SROs are not formal counselors, and will not act as such, however, they may be used as a resource to assist students, faculty, staff and all persons involved with the District in a wide variety of subjects including, but not limited to, drug and alcohol education, in order to build rapport with students and staff.

2. Selection

When a SRO position becomes available, notice shall be given to all sworn Belton Police Officers through regular postings. Interested officers will be interviewed by a committee consisting of Department personnel and BISD administrators with the final selection being made by the Chief of Police with consideration of input from BISD. The Chief of Police will make SRO assignments for the school year with an annual review.

BISD and the City will mutually agree on the specific schools to which each officer will be assigned.

If an assigned officer is not satisfactory to BISD, BISD may request that the officer be removed from the campus or District, and BPD will use good faith efforts to replace the officer, subject to available personnel resources.

3. Qualifications

The SROs will be certified Peace Officers for the State of Texas and meet all requirements as set forth by Department Rules and Regulations.

4. Scope of Services

(a) Assigned officers shall serve primarily as SROs as outlined in this Agreement and will not be regularly assigned additional police duties during the school year. SROs will remain at the assigned BISD campus during duty hours and will attend school activities. The City reserves the right, however, to reassign any or all officers temporarily in the event of an emergency or when the City, in its sole discretion, deems necessary.

(b) SROs will take enforcement action on criminal matters occurring on BISD campuses when appropriate and keep campus administrators and the BISD Coordinator of Safety informed of such actions. SROs will perform other duties consistent with law enforcement, including, but not limited to, traffic enforcement and direction, security monitoring and consulting, and investigation of crimes.

(c) City shall coordinate assignment and duty hours with BISD. SROs will check in with the front office of the assigned BISD campus upon arrival and departure when practical. SROs will notify the BISD Coordinator of Safety and the principal of the assigned BISD campus in advance of a planned absence, and in the event of an unplanned absence, such as an illness or accident, will notify the assigned campus principal and the BISD Coordinator of Safety prior to the beginning of the school day. If necessary, to handle unplanned absences, BPD officers from other units may be assigned temporarily to provide coverage.

(d) The City shall provide to the SROs all the law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all of City's police officers. BISD shall provide any equipment necessary

to allow the SROs to communicate with BISD staff. BISD also agrees to reimburse the city for certain expenses related to vehicle usage and training as outlined in Section I of this Agreement.

(e) SROs will assist the BISD Coordinators of Safety and Emergency Preparedness with the Safety and Security Audit required by Texas Education Code §37.207.

(f) SROs will assist with emergency drills and simulations related to crisis management, emergency operations, drills and threat mediation, as needed.

(g) SROs will attend campus and District meetings, as requested by either the campus principal or District administrative staff.

5. Required Training

Selected SROs are required to have the following training:

- TCOLE #4064 Course, or equivalent course, within three months of the date of SRO assignment, subject to availability.
- The Belton Independent School District (BISD) and the Belton Police Department (BPD) shall collaborate to guarantee that all School Resource Officers (SROs) obtain the current Texas Commission on Law Enforcement Officer Standards and Education (TCOLE) Certifications, including Basic (#41501), Intermediate (#41502), Advanced (#41504), and Master (#41505) School Based Law Enforcement (SBLE) certificates. These courses are administered by the Texas School Safety Center. In recognition of the time-intensive nature and limited availability of these courses, BISD and BPD will work cooperatively to establish a mutually agreeable timeline for ensuring all SROs complete the required certifications
- Use of restraints on students in accordance with Texas Education Code §37.0021 and 19 TAC §89.1053.
- Any other training required by the Texas Education Code and/or requested and paid for by BISD and approved by the Chief of Police.

6. Replacement SRO

In the case of an extended absence (defined as any time in excess of two work weeks or ten (10) consecutive days) of an officer who is assigned to BISD due to illness, vacation, FMLA, pending internal investigation or other leave, the City may assign a replacement officer. The replacement officer must obtain the required training as outlined in Section B, Subsection 5 of this Agreement. If the city chooses or is not able to provide a replacement SRO at the expiration of the extended absence, BPD will prorate the SRO's monthly salary and deduct such amount from its monthly billing to BISD.

C. Confidential Information. BISD, for itself, its officers, agents and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law.

The city, for itself and its officers, agents and employees, agrees that it shall treat all information provided to it by the district as confidential and shall not disclose any such information to a third party, except as required by law. In carrying out its duties, the City, and its officers, agents and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records, including District surveillance video, either for a “legitimate educational purpose” or, in the event of an emergency for the purpose of protecting the health or safety of students or others. BISD will allow each SRO a secure computer terminal for access to select BISD student data, including District surveillance video upon request, maintained in the Skyward software system including student profile information, student family information, emergency contacts and critical alerts, student attendance and each student’s schedule. However, SROs are not authorized to redisclose any personally identifiable information from students’ education records unless the disclosure meets an exception to FERPA’s general consent requirement as set forth in BISD Board Policies FL(LEGAL) and (LOCAL).

Both Parties understand and agree that each Party is subject to the requirements of the Texas Public Information Act (“PIA”), Texas Government Code, Chapter 552. Nothing in this agreement shall be interpreted to waive the requirements of the PIA.

D. Body Worn Cameras. City and District agree that any use of body-worn cameras by SROs will be subject to and in compliance with state law and local regulations regarding the use and operation of body-worn cameras (BWC), in particular Texas Occupations Code §§1701.651, *et seq.* City will provide written information and training to the principal and assistant principals of the schools to which the officers are assigned, on the objectives and procedures for the use of BWCs. City may, if not otherwise prohibited by law, provide the district copies of any such filming of students, parents, employees, or others upon school property, upon request for such copies by the District, as an intergovernmental transfer. In the event the City believes that providing of a copy of such videos would be prohibited, City agrees to utilize its best efforts to facilitate the availability of the officer who made the video to answer questions, upon request by the District, in any school disciplinary investigation concerning the Officer’s knowledge of the facts and circumstances of the incident which was videoed. The parties also agree that any such film or video taken by, and kept in the possession of, the City’s officers may be considered “law enforcement records” under the FERPA, 20 U.S.C. §1232g and 34 C.F.R. §99.8, and that any copy of such film or video, if permitted by law to be provided to the District, may then become an educational record of the District under FERPA.

E. Access to Educational Records. “Status as a “School Official.” In accordance with FERPA and District Board Policy FL (LEGAL) and (LOCAL), an SRO may be considered a “school official” and may access otherwise confidential student educational records when a “legitimate educational interest” exists. Because SRO’s may have access to “education records” for the District’s students as defined under FERPA, the SROs agree to abide by the FERPA limitations and requirements imposed on school officials. The parties agree that: (1) the services/functions to be provided by SRO are services/functions for which the District would otherwise use its own employees; (2) SROs are under the District’s direct control with respect to SRO access to and use of the education records; and (3) SRO is subject to the re-disclosure requirements of 34 C.F.R. 99.33(a) with respect to SRO’s access to and use of the education records. SROs agree to assist the District in maintaining the privacy of educational records as may be required by state and

federal law, including but not limited to FERPA and the Individuals with Disabilities Education Act (“IDEA”).

Administrative Approval and Access. Access to and use of any education records that contain personally identifiable information by SROs shall be done only with the approval of a school administrator and as permitted under FERPA and/or IDEA. Unless an exception applies in accordance with FERPA or IDEA (e.g., health or safety emergency), an SRO may only have access to and use otherwise confidential student records or personally identifiable information within student education records for the purposes of carrying out his/her duties and responsibilities established by this Agreement and will not share such records or information with or disclose to any third party. The SRO may not access or use confidential student education records or personally identifiable information contained within student education records for law enforcement purposes or re-disclose such information to outside law enforcement officers or agencies (including the City, County, or Sheriff’s Office), unless a lawful exception applies that allows for such use or re-disclosure. The provision does not alter the employment relationship between the SRO and the City, nor does it alter any existing rights or benefits of any SRO assigned under this Agreement.

Emergency/After-Hours. In an emergency, after-hours situation, the SRO may also contact the BISD Director of Safety and Security, Executive Director of Student Services, Assistant Superintendent of Operations, or Superintendent to access records or other school data.

F. Restraints. In the event an SRO determines that the use of a restraint is necessary, the SRO shall promptly complete the BISD Restraint Incident Report form as required by Texas Education Code §37.0021 and as mutually agreed upon.

G. Supervision. The day-to-day operation and administrative control of the SRO Program shall remain with the City of Belton Police Department. The Department shall assign supervisory personnel to oversee the program.

H. Independent Contractor. City shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of BISD. The city shall be solely responsible for the acts and omissions of its officers, members, agents, servants and employees. BISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither City nor BISD shall be responsible under the Doctrine of Respondent Superior for the acts and omissions of the officers, members, agents, servants, employees or officers of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of City or BISD.

I. Compensation. BISD, in consideration for the governmental services being provided by the city pursuant to this Agreement, agrees to reimburse the City for the following expenses:

1. 10 months of 3 SRO’s and 1 Sergeant’s annual salary and benefits, subject to deductions due to an extended absence of an SRO.
2. 12 months of 1 SRO’s annual salary and benefits, subject to deductions due to an extended absence. Salary and benefits of an officer to attend the basic peace officer academy and field training may be covered by BISD with prior approval if the officer in training is being hired to backfill this SRO position.

3. \$6,000 annually per SRO, for all police vehicle travel and use, equipment and supplies; and
4. The cost of all training as outlined in Section B, Subsection 5 of this Agreement, upon proof of completion.

The City shall provide an invoice to BISD within 15 days at the end of each month from August to June. BISD shall pay the invoice within 30 days of receipt.

J. BISD Responsibilities. BISD will work cooperatively with the SROs to reduce criminal acts on school property and threats to schools. This will be accomplished by:

- Reporting violations of the law committed on school property, at off-campus school programs, or crimes about which school staff become aware to the SROs or the appropriate local law enforcement agency as soon as possible after becoming aware of the incident.
- Reporting suspicious activity or other events that come to the attention of school staff that could jeopardize school safety or prevent a criminal act.
- Turning over to SROs or the appropriate law enforcement agency illegal contraband seized or found by BISD staff.

BISD shall provide the SROs the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

- Access to an air-conditioned and properly lit private office, which shall contain a telephone, to be used for general business purposes.
- A location for files and records which can be properly locked and secured.
- A desk with drawers, chair, filing cabinet and office supplies.
- A campus hand-held communication radio.

K. Notice. Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

District: Superintendent
Belton Independent School District
P.O. Box 269
Belton, Texas 76513

City: City Manager
City of Belton
333 Water St.
Belton, Texas 76513

The foregoing addresses for notice may be changed by either the City or BISD by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

L. General Provisions.

1. Interlocal Cooperation.

The City and BISD agree to cooperate with each other in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body.

2. Entire Agreement/Amendments.

This Agreement contains the entire agreement between the parties respecting the subject matter thereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the parties hereto.

3. Invalid Provisions.

Any clause, sentence, paragraph or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.

4. Applicable Laws.

This Agreement shall be constructed in accordance with Texas law.

5. Governmental Powers/Immunities.

It is understood and agreed that by execution of this Agreement, neither the City nor BISD waives or surrenders any of its governmental powers or immunities.

6. No Waiver.

The failure of the City or BISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or BISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

7. Force Majeure.

The City and BISD shall exercise their best efforts to meet their respective duties and obligations as set for thin this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

M. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. However, BISD shall be responsible for payment due to the City for officers provided at any time during the immediately preceding year.

**BELTON INDEPENDENT
SCHOOL DISTRICT**

CITY OF BELTON

President, Board of Trustees

Mayor

Date: _____

Date: _____

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Renewal of School Resource Officer (SRO) Interlocal Agreement between the City of Temple, Texas and the Belton Independent School District

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.

Background Information:

The District has contracted with the City of Temple since 2014 to provide police protection through the School Resource Officer (SRO) program. Representatives of the District and City of Temple met to update the Interlocal Agreement which is attached. The revised agreement provides additional opportunities for annual training. The administration recommends continuation of an agreement with the City of Temple for the services of SROs in Belton ISD.

Fiscal Implications:

The District will reimburse the City of Temple for 70% of each SRO's salaries and benefits, \$3,600 annually per police vehicle for use and travel and 100% of overtime costs.

Administrative Recommendation(s):

Approve the renewal of the Interlocal Agreement between the City of Temple, Texas and the Belton Independent School District as presented.

**INTERLOCAL AGREEMENT
BETWEEN THE CITY OF TEMPLE, TEXAS, AND
THE BELTON INDEPENDENT SCHOOL DISTRICT
REGARDING SCHOOL RESOURCE OFFICERS**

This Interlocal Agreement (the “Agreement”) is made and entered into by and between the City of Temple, Texas (the “CITY”), a Texas home rule municipality, and the Belton Independent School District (the “BISD”). The City and BISD may be referred to herein individually as a “Party” or collectively as the “Parties.”

Pursuant to the Texas Interlocal Cooperation Act, Texas Government Code, §§ 791.001 *et seq.*, the parties are empowered to contract with each other for the performance of governmental functions, including police protection.

WHEREAS, the CITY and BISD desire to enter into an interlocal agreement pursuant to which uniformed Temple Police Department (“the Department” or “TPD”) police officers will be assigned to BISD campuses located within the City of Temple as School Resource Officers (“SROs”) under the terms and conditions stated herein; this Agreement will establish a joint cooperative effort and relationship between the CITY and BISD to foster an efficient and cohesive program that will build a positive relationship between the SROs, the BISD administration, and staff, and students (the “SRO Program”).

A. Term. The initial term of the Agreement shall commence upon the date that parties’ signatures are affixed hereto and shall expire on July 31, 2025. After the initial term, this Agreement will automatically renew and extend for successive one (1) year terms unless either party elects to exercise their right to terminate under Section L of this Agreement. BISD and the City will review the terms of this Agreement at a minimum of every two years.

The payment of any funds in future budget years, as may be provided for in this Agreement, shall be subject to annual appropriation in the Parties’ budget and the obligations contained herein shall not constitute a general obligation or indebtedness under the Constitution or laws of the State of Texas, and nothing contained herein shall ever be construed as to require the Parties to create a sinking fund or to assess, levy, and collect any tax to fund its respective obligations under this Agreement. Notwithstanding anything contained herein to the contrary, a Party will have the right to withdraw from this Agreement on the last day of the Party’s fiscal year if the governing body fails to appropriate funds to cover the cost of this Agreement in the upcoming fiscal year budget, and the remaining Party will be under no obligation to the other Party beyond the currently funded fiscal year.

B. SRO Program. The City agrees to provide SROs to BISD schools situated within the jurisdiction of the Department. The number of SROs will be as agreed between the parties to this Agreement.

1. Concept

The SRO Program utilizes the SRO Triad concept as set forth by NASRO (National Association of School Resource Officers). The SRO Triad concept generally means that

the officers assigned to the program are Law Enforcement Officers, Informal Counselors, and Teachers.

SROs are first and foremost Law Enforcement Officers for the City of Temple Police Department (the “Department”). SROs shall be responsible for carrying out all duties and responsibilities as a police officer and shall remain at all times under the control, through the chain of command, of the Temple Police Department; however, SROs will notify BISD administrators and the Coordinator of Safety before taking police action on campus, when practical, and are enforcement officers in criminal matters only. SROs are not responsible for enforcement of any “school or house rule”. SROs are not school disciplinarians and will not assume this role. SROs will report directly to their designated supervisor in the Department and Coordinator of Security in connection with normal law enforcement duties and shall consult with BISD administrators concerning duties that affect BISD as a whole or a particular campus. SROs will not involve themselves in administrative matters of BISD, which are not criminal offenses.

SROs are not formal counselors, and will not act as such; however, they may be used as a resource to assist students, faculty, staff, and all persons involved with BISD in a wide variety of subjects including, but not limited to, drug and alcohol education, in order to build rapport with students and staff.

2. Selection

The City, through its Chief of Police, shall select and assign police officers to schools within BISD and within the city limits of the City of Temple to serve as SROs as outlined in this Agreement. BISD and the City will mutually agree on the specific schools to which each SRO will be assigned.

SROs will be provided by the City for an 8-hour workday, 5 days per week during the regular school year (i.e., not including summer school). Any hours worked by an SRO beyond the 8-hour shift, or beyond the regular school year, will be subject to overtime pay.

If additional SROs are requested by the BISD, the BISD must submit a written request at least one (1) year in advance for consideration of staffing needs by the City/Police Department.

If an assigned SRO is not satisfactory to BISD, BISD may request that the SRO be removed from the campus or BISD, and the Department will use good faith efforts to replace the officer, subject to available personnel resources.

3. Qualifications

The SROs will be licensed peace officers for the State of Texas and meet all requirements as set forth by the Texas Commission on Law Enforcement and all Department Rules and Regulations.

4. Scope of Services

(a) Assigned peace officers shall serve primarily as SROs as outlined in this Agreement and will not be regularly assigned additional police duties for the Department during the regular school year. SROs will remain at the assigned BISD campus during duty hours and will attend school activities. The City reserves the right, however, to reassign any or all SROs temporarily in the event of an emergency or when the City, in its sole discretion, deems it necessary.

(b) SROs will take enforcement action on criminal matters occurring on BISD campuses when appropriate and keep campus administrators and the Coordinator of Safety informed of such actions. SROs will perform other duties consistent with law enforcement, including, but not limited to, traffic enforcement and direction, security monitoring and consulting, and investigation of crimes.

(c) The City shall coordinate the assignment and duty hours of the SROs with BISD. SROs will check in with the front office of the assigned BISD campus upon arrival and departure when practical. SROs will notify the Coordinator of Security and the principal of the assigned BISD campus in advance of a planned absence; in the event of an unplanned absence, such as an illness or accident, an SRO will notify the Coordinator of Safety prior to the beginning of the school day.

(d) The City will provide the SROs with uniforms, law enforcement training and certification, vehicles and police equipment, benefits, and insurance (including liability coverage) that are provided to all of the Department's police officers. BISD agrees to reimburse the City for SRO services, including salary and benefits, vehicle usage, and training as outlined in further detail below.

(e) BISD shall provide SROs the following materials and facilities, which are deemed necessary to the performance of the SROs duties:

- (1) Access to an air-conditioned and properly lit private office, which shall contain a telephone, to be used for general business purposes.
- (2) A location for files and records that can be properly locked and secured.
- (3) A desk with drawers, chair, filing cabinet, and office supplies.
- (4) A communication device for communication with BISD/campus staff.

(f) SROs will assist the Coordinator of Security and Coordinator of Emergency Preparedness with the Safety and Security Audit required by Texas Education Code § 37.207.

(g) SROs will assist with emergency drills and simulations related to crisis management, emergency operations, soft, and hard lockdown drills, and threat mediation, as needed.

(h) SROs will attend campus and district meetings, as requested by either the campus principal or the Coordinator of Security.

5. Required Training

- (a) Selected SROs are required to have the following training:
- TCOLE #4064 Course, or equivalent course, within three months of the date of SRO assignment, subject to availability;
 - The Belton Independent School District (BISD) and the Temple Police Department (TPD) shall collaborate to guarantee that all School Resource Officers (SROs) obtain the current Texas Commission on Law Enforcement Officer Standards and Education (TCOLE) Certifications, including Basic (#41501), Intermediate (#41502), Advanced (#41504), and Master (#41505) School Based Law Enforcement (SBLE) certificates. These courses are administered by the Texas School Safety Center. In recognition of the time-intensive nature and limited availability of these courses, BISD and TPD will work cooperatively to establish a mutually agreeable timeline for ensuring all SROs complete the required certifications;
 - Use of restraints on students in accordance with Texas Education Code § 37.0021 and 19 TAC § 89.1053;
 - Any other training requested and paid for by BISD and approved by the Chief of Police.
- (b) The City will pay 100% of the costs of TCOLE-required training and certification for peace officers.
- (c) BISD will reimburse the City for 100% of SRO-related training costs. BISD will also reimburse the City for 100% of all specialized training requested by the school district. Training expenses include all costs, including hotel, meals/per diem, and travel required.

C. Confidential Information. BISD, for itself, its officers, agents, and employees, agrees that it shall treat all information provided to it by the City as confidential and shall not disclose any such information to a third party without the prior written approval of the City, except as required by law. The City, for itself and its officers, agents, and employees, agrees that it shall treat all information provided to it by BISD as confidential and shall not disclose any such information to a third party, except as required by law. In carrying out its duties, the City, and its officers, agents, and employees, shall at all times recognize and respect the confidentiality of student information, including but not limited to confidential student records, and shall seek access to such records only for a “legitimate educational purpose” in accordance with the requirements of the Family Education Rights and Privacy Act, 20 U.S.C. § 1232g (“FERPA”) and BISD Board Policies FL (LEGAL) and (LOCAL).

Both Parties understand and agree that each party is subject to the requirements of the Texas Public Information Act (“PIA”), Texas Government Code, Chapter 552. Nothing in this Agreement shall be interpreted to waive the requirements of the PIA.

D. Unauthorized Access. The City and BISD shall store and maintain information from the other Party in a secure manner and shall not allow unauthorized users to access, modify, delete or otherwise corrupt the information in any way. The City and BISD shall notify the other party

immediately if the security or integrity of any information has been compromised or is believed to have been compromised, in which event, the City or BISD, as the case may be, shall, in good faith, use all commercially reasonable efforts to cooperate with the other party in identifying what information has been accessed by unauthorized means and shall fully cooperate with the other party to protect such information from further unauthorized disclosure.

E. Body Worn Cameras. Body Worn Camera (BWC) recordings will be made in accordance with Chapter 1701, Texas Occupations Code, and Temple Police Department policy. Creation, maintenance, and release of any BWC recordings will be in compliance with statute and departmental policy.

F. Access to Educational Records.

1. For purposes of this section, “student educational records” means those records that are directly related to a student and maintained by the District, but does not include records of law enforcement, including those made by an SRO in fulfilling his/her law enforcement duties under this Agreement, subject to 34 CFR §99.8.

2. In accordance with FERPA and District Board Policy FL (LOCAL), an SRO may be considered a “school official” and may access otherwise confidential student educational records when a “legitimate educational interest” exists. Because SRO’s may have access to “education records” for the District’s students as defined under FERPA, the SROs agree to abide by the FERPA limitations and requirements imposed on school officials. This includes the ability to disclose information from education records in connection with an emergency if the knowledge of the information is necessary to protect the health or safety of the student or other individuals in accordance with 34 C.F.R. §99.31(a)(1), .36.

3. The parties agree that: (a) the services/functions to be provided by SRO are services/functions for which the District would otherwise use its own employees; (b) SROs are under the District’s direct control with respect to SRO access to and use of the education records, and (c) SRO is subject to the re-disclosure requirements of 34 C.F.R. 99.33(a) with respect to SRO’s access to and use of the education records. SROs agree to assist the District in maintaining the privacy of educational records as may be required by state and federal law, including but not limited to FERPA and the Individuals with Disabilities Education Act (“IDEA”).

4. Principal’s Approval and Access. Access to and use of any education records that contain personally identifiable information by SROs shall be provided only with the principal’s approval and as permitted under FERPA and/or IDEA.

5. Unless an exception applies in accordance with FERPA or IDEA, an SRO may have access to and use otherwise confidential student records or personally identifiable information within student education records only for the purposes of carrying out his/her duties and responsibilities established by this Agreement and will not share such records or information with or disclose to any third party. SROs may not access or use confidential student education records or personally identifiable information contained within student education records for law enforcement purposes or re-disclose such information to outside law enforcement officers or agencies (including the City, County, or Sheriff’s Office)

unless a lawful exception applies that allows for such use or re-disclosure. However, if an SRO has a rational basis for believing that a health and safety emergency exists, and determines that there is an articulable and significant threat to the health or safety of a student or other individuals, he/she may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other individuals (34 CFR §99.36), and such disclosure will not constitute a violation of this Agreement and is not considered an unlawful disclosure under FERPA. This provision does not alter the employment relationship between the SRO and the City, nor does it alter any existing rights or benefits of any SRO assigned under this Agreement.

The City will provide records to BISD as an intergovernmental transfer as permitted by law. If the City believes that the release or sharing of such records is confidential or otherwise prohibited by law, the City will facilitate the availability of the SRO who created the record to answer any questions in any school disciplinary investigation concerning the SRO's knowledge of the facts/circumstances of the incident.

G. Restraints. In the event an SRO determines that the use of a restraint is necessary, the SRO shall promptly complete the BISD Restraint Incident Report form as required by Texas Education Code § 37.0021.

H. Supervision. The day-to-day operation and administrative control of the SRO Program shall remain with the Department. The Department shall assign supervisory personnel to oversee the program.

I. Independent Contractor. The City shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of BISD. The City shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. BISD shall be solely responsible for the acts and omissions of its officers, members, agents, servants, and employees. Neither the City nor BISD shall be responsible under the Doctrine of Respondeat Superior for the acts and omissions of the officers, members, agents, servants, employees, or officers of the other. Nothing in this Agreement shall waive any statutory or common-law immunity or defense of the City or BISD.

J. Compensation and Reimbursement. BISD, in consideration of the fair compensation of governmental services being provided by the City pursuant to this Agreement, agrees to reimburse the City for the following expenses:

1. 70% of an SRO's annual salary and benefits. Salary and benefits include all of the City's wage and benefit costs related to employing and retaining the officer, and includes but is not limited to: all wages, including certification pay, longevity pay, etc.; payroll taxes; Medicare/FICA contributions; retirement contributions; employer's contributions to health and dental insurance; employer-paid contributions to long term disability life and AD&D insurance; worker's compensation insurance; any other benefits or expenses necessary for the employment of the officer.
2. BISD will reimburse the City for the SRO Sergeant's salary. The City will credit any amounts received from the Child Safety fund in the preceding year to the Sergeant's salary, and BISD and Temple ISD will split any balance remaining. (For example, the Child Safety check the City received in January 2022 will be applied to the fiscal year

2023 contract.)

3. BISD will reimburse the City for 100% of overtime costs incurred by SROs providing service to BISD. Summer school will be considered overtime, and BISD will reimburse the City for 100% of SRO salary and benefits for any hours worked during summer school.
4. BISD will reimburse the City at a rate of \$3,600 annually per police vehicle for each SRO's use and travel.

The City will invoice BISD monthly for expenses incurred in the preceding month, and BISD will pay the invoice within 30 calendar days of receipt.

K. BISD Responsibilities. BISD will work cooperatively with SROs to reduce criminal acts on school property and threats to schools. This will be accomplished by:

1. Reporting violations of the law committed on school property, at off-campus school programs, or crimes about which school staff become aware to the SROs or the appropriate local law enforcement agency as soon as possible after becoming aware of the incident.
2. Reporting suspicious activity or other events that come to the attention of school staff that could jeopardize school safety or prevent a criminal act.
3. Turning over to SROs or the appropriate law enforcement agency illegal contraband seized or found by BISD staff.

L. Notice. Any notice given hereunder shall be in writing, and may be affected by personal delivery or by registered or certified mail, return receipt requested, at the address of the respective parties indicated below:

BISD: Superintendent
Belton Independent School District
P.O. Box 269
Belton, Texas 76513

City: City Manager
City of Temple
2 North Main Street, Ste. 306
Temple, Texas 76501

With mandatory copy to: City Attorney's Office
City of Temple
2 North Main Street, Ste. 308
Temple, Texas 76501

The foregoing addresses for notice may be changed by either the City or BISD by delivering written notice of such change, in accordance with the requirements of this Section, to the other party.

M. General Provisions.

1. Interlocal Cooperation.

The City and BISD agree to cooperate with each other in good faith, at all times during the term hereof in order to effectuate the purposes and intent of this Agreement. Each Party hereto acknowledges and represents that this Agreement has been duly authorized by their respective governing body. Each party paying for the governmental functions or services as specified herein must make such expenditures from the current revenues available to the paying party.

2. Entire Agreement/Amendments.

This Agreement contains the entire agreement between the Parties respecting the subject matter thereof and supersedes all prior understandings and agreements between the parties regarding such matters. This Agreement may not be modified or amended except by written agreement duly executed by the Parties hereto.

3. Invalid Provisions.

Any clause, sentence, paragraph, or article of the Agreement which is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, in any respect shall not be deemed to impair, invalidate or nullify the remainder of this Agreement.

4. Applicable Laws.

This Agreement shall be constructed in accordance with Texas law.

5. Governmental Powers/Immunities.

It is understood and agreed that by execution of this Agreement, neither the City nor BISD waives or surrenders any of its governmental powers or immunities, whether by statute or at common law.

6. No Waiver.

The failure of the City or BISD to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of the City's or BISD's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

7. Force Majeure.

The City and BISD shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law, ordinance or regulation, acts of God, acts of the public enemy, fires, strikes, lockouts, natural disasters, wars, riots, material or labor restrictions by any governmental authority, transportation problems and/or any other similar causes.

N. Termination of Agreement. This Agreement may be terminated by either party upon thirty (30) days written notice. However, BISD shall be responsible for payment due to the City for officers provided at any time during the immediately preceding year.

**BELTON INDEPENDENT
SCHOOL DISTRICT**

CITY OF TEMPLE

Dr. Malinda Golden, Superintendent

Brynn Myers, City Manager

Date: _____

Date: _____

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney's Office

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Resolution Regarding the Extracurricular Status of 4-H Organizations

Contact Person: Gabi Nino

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:

Requirements for Student Attendance Accounting for State Funding Purposes allow public school students to be considered “in attendance” when participating in off-campus activities that are given extracurricular status. In order to allow students to participate in 4-H activities that qualify, the Board is asked to adopt a resolution regarding extracurricular status consideration under 19 Texas Administrative Code Chapter 76.1, pertaining to extracurricular activities.

The resolution is attached for your consideration.

Fiscal Implications:

None

Administrative Recommendation(s):

Approve the resolution regarding 4-H extracurricular status as presented.

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Belton ISD

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the

Bell County

County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district.

Texas A&M AgriLife Extension will request academic eligibility for all 4-H competitive activities, regardless if a school absence is or is not required, and for non-competitive purposes when an absence is required.

Approved this _____ day of _____, 20_____.

Board of Trustee

Superintendent

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: County Extension Agents as Adjunct Staff Members

Contact Person: Gabi Nino

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:

In the State Board of Education's 19 Texas Administrative Code 1929.21(k)(1) rules, requirements for Student Attendance Accounting for State Funding Purposes allow public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Therefore, each year the Board approves eligible County Extension Agents as adjunct staff members for this purpose. Attached is the adjunct faculty agreement from the Texas Agrilife Extension Service for the following individuals who qualify for the 2024-2025 school year:

Sheryl Long, County Extension Agent – 4H
Bachelor's Degree, Tarleton State University
Master's Degree, Texas A&M University Kingsville

Vacant, County Extension Agent – Natural Resources

Beverly Hodges, County Extension Agent – Family & Community Health
Bachelor's Degree, Southeastern Louisiana University
Master's Degree, Texas A&M School of Public Health

Floyd Ingram, County Extension Agent – Agricultural
Bachelor's Degree, Tarleton State University
Master's Degree, Tarleton State University

Fiscal Implications:

None

Administrative Recommendation(s):

Approve Adjunct Staff agreement as presented.

ADJUNCT FACULTY REQUEST

**THE STATE OF TEXAS
COUNTY OF BELL**

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Belton Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual(s) as an adjunct member of the Belton Independent School District.

Upon consideration and vote of _____ in favor, _____ is hereby named as adjunct faculty member(s) of the Belton Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the _____ day of _____, 20____ and remain in effect until the _____ day of _____, 20_____.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Sheryl Long	CEA – 4-H Youth Dev	Bachelors' Degree	Tarleton State University	2008
		Master's Degree	Texas A&M University – Kingsville	2011
VACANT	CEA – Natural Resources	Bachelors' Degree		
		Master's Degree		
Floyd Ingram	CEA – Agriculture	Bachelors' Degree	Tarleton State University	2013
		Master's Degree	Tarleton State University	2015
Beverly Hodges	CEA – Family & Community Health	Bachelors' Degree	Southern Louisiana University	1975
		Master's Degree	Texas A&M School of Public Health	2006

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration Belton_Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 8 or Bell County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District 8 shall have no responsibility for any of such benefits or plans.

Adjunct faculty member(s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such. Bell County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Bell County Extension Agents, Sheryl Long, Whitney Ingram, Floyd Ingram and Beverly Hodges are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Belton Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 20_.

_____ Independent School District

By: _____

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Renewal of Education Service Center Region 20 Purchasing Cooperative Commitment for 2024-2025

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:

The District is a member of several purchasing co-ops and uses them to make purchases when an individual District bid, or proposal is not more advantageous. The cooperative service arrangements used by the purchasing co-ops are an approved method of purchase under the District's legal policy.

Education Service Center Region 20 offers a number of categories of bid items for the district's consideration and will increase the flexibility of the purchasing operation.

The participation commitment is attached.

Fiscal Implications:

The membership fee is allocated in the annual budget.

Administrative Recommendation(s):

Approve the Purchasing Cooperative Commitment with Education Service Center Region 20 for the 2024-2025 school year. (August 1, 2024, through July 31, 2025)

REGION 20 PURCHASING COOPERATIVE

ESC-20 Participation Commitment for 2024-2025

District Name: Belton ISD County/District Number: 014-903

Education Service Center, Region 20 (Center) and the above named school district or open enrollment charter school (District) enter into the following cooperative service arrangement for the 2024-2025 school year, August 1, 2024 through July 31, 2025:

The Center will:

- Provide a resolution to be approved by the District's board for ESC-20 to act on its behalf in soliciting proposals
- Revise specifications each year
- Prepare and combine quantity request forms for each proposal
- Handle bidding procedures
- Abide by all procurement laws
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test and award proposals
- Develop award information forms for district use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals
- Provide technical assistance to coop members
- Includes membership for the participation in PACE Purchasing Cooperative

The District will:

- Ensure an approved resolution to participate in Cooperative is on file with ESC-20
- Designate a district employee to serve as a liaison with ESC-20 for each of the selected options below
- Provide release time for meetings, proposal openings, and testing assistance as needed
- When requested and agreed, provide work space and additional employees to assist with testing
- Identify delivery location within District on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide ESC-20 with evaluation forms regarding vendor and product concerns

OPTION 1	GENERAL SUPPLIES	Participation fee: \$875
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The Cooperative will solicit proposals for office and computer supplies, paper supplies, art supplies, PE supplies, visually impaired, instructional supplies, adaptive & assistive devices, custodial supplies, air filter, printer cartridges, electrical supplies, reproduction supplies, graphing calculators, floor care products and machine pads and general supplies. The general supplies proposals cover the areas of athletic equipment, band instruments, carpet/flooring, first aid and medical supplies, maintenance, merchandise, playground equipment, lawn and garden supplies, fire extinguishers, loss prevention supplies, stage equipment, bus and vehicle parts, furniture, marquees and uniforms. Also included is participation in PACE and its associated solicitations.

OPTION 2	EDUCATIONAL TECHNOLOGY	Participation fee: \$772
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The Cooperative will solicit proposals for Apple Microcomputer products, MS-DOS Microcomputer products, business office equipment, educational software, and other educational technology products and services requested by member districts. Also included is participation in PACE and its associated solicitations.

REGION 20 PURCHASING COOPERATIVE

ESC-20 Participation Commitment for 2024-2025

District Name: Belton ISD County/District Number: 014-903

Please circle options.

OPTION 1	\$875		
OPTION 2	\$772		

Superintendent Signature: _____

ESC-20 Contact Person:

District Contact Person: Tammy Shannon

Jim Metzger

E-Mail/Phone: tammy.shannon@bisd.net

E-mail: jim.metzger@esc20.net

(210) 370-5204

Please return by July 13, 2024 to: ESC-20 Business Office **Maintain a copy for district file.**
1314 Hines Avenue
San Antonio, TX 78208-1899

--For ESC-20 Use Only--

Revenue Codes: *Option 1 199-00-5729-00-240-400*
 Option 2 199-00-5729-04-240-400

Distribution: *Business Office*

Division: *Business & Human Resources*

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Designate Officer to Calculate District Tax Rates

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:

Senate Bill 2 of the 86th Texas Legislature requires the Board to designate the officer to perform Truth in Taxation tax rate calculations for the No New Revenue Rate and the Voter Approval Tax Rate. The Chief Financial Officer, with the assistance of the Bell County Tax Appraisal District, is responsible for calculating the district's rates.

Fiscal Implications:

None.

Administrative Recommendation(s):

Approve the resolution as presented.

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE BELTON INDEPENDENT SCHOOL DISTRICT DESIGNATING THE TAX RATE CALCULATION OFFICER FOR 2024-2025

WHEREAS, Senate Bill 2 of the 86th Texas Legislature requires the Board to designate the officer to perform Truth in Taxation tax rate calculations for the No New Revenue Rate and the Voter Approval Tax Rate.

NOW, THEREFORE, BE IT RESOLVED

That the District has complied with the requirements of Senate Bill 2 and designates the following as the Truth in Taxation Tax Rate Calculation Officer for the District:

Melissa Lafferty, Chief Financial Officer

PASSED, ADOPTED AND APPROVED THIS 15TH DAY OF JULY, 2024.

AUTHORIZED SIGNATURE:
BELTON INDEPENDENT SCHOOL DISTRICT

ATTEST:

Manuel Alcozer
President – Board of Trustees

Erin Bass
Secretary – Board of Trustees

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Texas Association of School Boards Insurance Renewal

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:

In accordance with Board Policy CH(LOCAL), any single budgeted purchase of goods or services in excess of \$50,000 shall require Board approval before a transaction may take place.

The District participates through an interlocal agreement with TASB for insurance coverage. The anniversary date for coverage is September 1 of each year.

The proposed premium for the District's Property, Automobile, School Liability, and Privacy & Information Security insurance coverage is \$1,440,505. The premium cost increased \$409,285 or 40% over last year. This is driven by increased building square footage from bond projects and severe weather perils.

The Workers' Compensation plan is an aggregate deductible plan that will renew at an annual contribution of \$156,463 but includes an additional deductible of \$492,116 for the payment of actual claims. The district has not historically experienced a level of claims that comes near the additional deductible amount. This should lead to significant savings for the district. Unemployment coverage is based on actual claims and will be finalized at a later date. It is not expected to increase.

Fiscal Implications:

Premiums of \$1,440,505 and \$156,463 are proposed for insurance coverage for the 2024-25 fiscal year. This expense is included in the general operating budget for the District.

Administrative Recommendation(s):

Approve the TASB insurance coverage for the 2024-25 fiscal year.

Belton ISD

Contribution & Coverage Summary (CCS) Participation Period: 9/1/2024 through 8/31/2025

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on the following pages and are part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Property	See Property Coverage Summary	See Property Coverage Summary	\$1,278,782
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$2,500	\$70,563
Automobile Physical Damage	Actual Cash Value	See Automobile Coverage Summary	\$35,828
School Liability including Professional Legal, General, and Employee Benefits Liability	See School Liability Coverage Summary	See School Liability Coverage Summary	\$45,332
Privacy & Information Security	\$500,000	\$0	\$10,000
Violent Acts	\$250,000	\$0	No Cost
Total Contribution			\$1,440,505

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

Belton ISD

Property Coverage Summary Participation Period: 9/1/2024 through 8/31/2025 Total Property Contribution: \$1,278,782

The following is an overview of the limits and deductibles for risk of Direct Physical Loss to Covered Property. Additional coverages, limits, exclusions, and terms are included in the Fund's Coverage Agreement for this Participation Period. All limits are per Occurrence unless otherwise shown.

Coverage	Limit	Deductible
All Perils except Weather Perils	\$400,000,000	\$100,000
Weather Perils except Named/Numbered Windstorm	\$400,000,000	2% Minimum \$1,000,000
Named/Numbered Windstorm	\$50,000,000	2% Minimum \$1,000,000
Flood – Annual Aggregate Limit	\$2,000,000	\$50,000
Earthquake – Annual Aggregate Limit	\$2,000,000	\$50,000
Crime	\$100,000	\$5,000
Equipment Breakdown	\$100,000,000	\$50,000

Additional Sublimit for Weather Perils	Limit	Deductible
Sublimit for Wind, Hail Loss to Single Ply Membrane roofs and accompanying roof systems; all other deductibles apply. This does not apply to Named/Numbered Windstorm Loss in Tier 1, Tier 2, or Harris counties.	\$1,000,000	Weather Perils Deductible applies

Property Coverage Provisions

Weather Perils: Weather Perils is an Occurrence of wind, hail, convective storm, or freeze. The Weather Perils Limit and Deductible shown on this CCS will apply to Loss (including ensuing Loss) by a Weather Peril. Weather Perils does not include Named/Numbered Windstorm.

Named/Numbered Windstorm: Named/Numbered Windstorm is an Occurrence of hurricane, typhoon, tropical cyclone, tropical storm, or tropical depression that is designated by name or number by the National Weather Bureau, National Hurricane Center, or any recognized meteorological authority, including any related wind-driven rain, flood, tidal water or wave, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these conditions. The Named/Numbered Windstorm Limit and Deductible indicated on this CCS will apply to Loss (including ensuing Loss) by a Named/Numbered Windstorm.

Percent Deductible/Occurrence Minimum Deductible: When Covered Property sustains a Loss caused by a Weather Peril or Named/Numbered Windstorm, the Fund Member's deductible will be either a percent-based deductible or an Occurrence-based minimum deductible, depending on which is higher.

The percent deductible will be calculated based on the designated percent, as shown on the CCS, applied to the Total Covered Value of the Loss-affected structure (including contents) in the Statement of Values schedule, which is considered a part of this CCS. This designated percentage is reflected as the deductible dollar amount listed under the deductible column of the schedule for each Loss-affected structure. The Fund will only pay once the covered Loss amount for each Loss-affected structure exceeds the deductible amount listed on the schedule. This deductible amount remains the same even if the entire structure (or contents) did not sustain a Loss. In the case of an Occurrence causing Loss to more than one member structure, the member may incur multiple percent-based deductibles, which will be added up to determine the total percent deductible.

Regardless of the total percent deductible, the amount of Loss sustained, or the number of Loss-affected structures in an Occurrence, in no event will the member's total deductible obligation be less than the Occurrence-based minimum deductible listed on the CCS. To determine whether the total amount of the percent-based deductible(s) exceeds the Occurrence minimum deductible, only the actual Loss will apply toward the Occurrence minimum deductible. However, the Fund's payment obligations in excess of this Occurrence deductible are based on the Loss to each structure exceeding that structure's scheduled deductible dollar amount.

No coverage is available for Loss to Fund Member property excluded by the Property Coverage Agreement.

Location: Location is a single street address that is the site of the Covered Property. Locations may have multiple Covered Properties, including structures.

Flood Zone Exclusions: The Fund Member's Covered Property (as defined in the Coverage Agreement) is excluded from coverage under the Flood Endorsement of the Coverage Agreement if any portion of the Covered Property subject to loss is located in any Special Flood Hazard Areas (SFHA) beginning with 'A' or 'V' as identified on the most recently published pre-Loss FEMA Flood Insurance Rate Map (FIRM).

Other Limits: If more than one Per Occurrence Limit may be applicable, the Fund shall determine which limit will apply.

Statement of Values: The Statement of Values schedule will be provided to the Fund member before the beginning of the Participation Period and is considered incorporated into the Agreements between the Fund and the member. The Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property periodically and agrees to accept values provided by the Fund. The Fund reserves the right to adjust the Fund Member's Contribution for new Covered Property accepted within the first 180 days of the Participation Period.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.



Single Ply Membrane: 'Single Ply Membrane' is a synthetic roofing material that includes EPDM, TPO, and PVC membranes. For Weather Perils, Single Ply Membrane roofs are subject to the Single Ply Membrane sublimit and deductible indicated on the CCS, except for roofs rated for Very Severe Hail by FM Global or UL Solution's equivalent rating, which are subject to the Weather Perils limit and deductible.

Fund Member Mitigation: As indicated in the Property Coverage Agreement, including Sections 9.29 and 12.5, the Fund Member must preserve Covered Property before and after Loss, or the Fund may exclude coverage.

Fund Member Notice: As indicated in the Property Coverage Agreement, including Section 13.1, time is of the essence for the Fund Member to give notice of a claim for all Loss. Coverage is only available if the Fund Member reports all Loss within 365 days of an Occurrence.

Limit Elimination: The Fund may reduce all Property limits to zero and cease all payments (promised or otherwise) to the member for any claim under this CCS if the Fund's applicable property reinsurance coverage exhausts during the Participation Period through any property claim payment to any Fund member.

Belton ISD

Automobile Coverage Summary

Participation Period: 9/1/2024 through 8/31/2025
Total Automobile Contribution: \$106,391

The following is an overview of the limits and deductibles for risks associated with the ownership, maintenance, or use of Covered Automobiles. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Automobile Liability	\$100K Person Bodily / \$300K Occurrence Bodily / \$100K Occurrence Property	\$2,500
Automobile Physical Damage - Collision	Actual Cash Value	\$2,500
Automobile Physical Damage - Comprehensive	Actual Cash Value	\$2,500
Automobile Physical Damage - Catastrophic	Actual Cash Value	\$100,000

Automobile Terms & Conditions

Statement of Values: The Fund Member has provided the Fund with the most complete and accurate listing of vehicles owned and leased by the Fund Member and will make this listing current throughout the Participation Period. The Fund Member agrees to allow the Fund to conduct vehicle appraisals of the Fund Members' fleet periodically and agrees to accept values provided by the Fund, if any.

Salvage: The Fund will have the right, at its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Excluded Vehicles: Vehicles specifically listed on this CCS are excluded from all Automobile coverage as noted under 'Exclusion.'

Belton ISD

School Liability Coverage Summary

Participation Period: 9/1/2024 through 8/31/2025
Total School Liability Contribution: \$45,332

The following is an overview of the limits and deductibles for legal, general, and other liability risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Limit	Deductible
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$10,000
General Liability	\$1,000,000	\$0
Employee Benefits Liability	\$100,000	\$0

School Liability Coverage Provisions

Known Prior Acts: As indicated in the School Liability Coverage Agreement, including in Section 4.1, the Fund Member agrees that all known prior acts (including previously reported acts) that may result in a legal claim against the Fund Member have been fully disclosed to prior carriers, including the Fund, and no coverage will apply to these acts under this CCS. However, this CCS does not void coverage afforded to the Fund Member under any previous CCS.

Fund-requested Settlement Contributions: As indicated in the School Liability Coverage Agreement, including Section 4.6, the Fund may request a monetary or non-pecuniary contribution from the Fund Member to address the portion of a Claim that is not covered by the Coverage Agreement so that the Fund can settle the Claim in its entirety. Any refusal by the Fund Member to contribute to the settlement as requested by the Fund will result in the Fund Member being responsible for further defense costs and indemnity payments other than what the Fund would have paid.



Belton ISD

Privacy & Information Security Coverage Summary
Participation Period: 9/1/2024 through 8/31/2025
Total Privacy & Information Security Contribution: \$10,000

The following is an overview of the limits and deductibles for privacy and information security risks. The Fund's Coverage Agreement includes additional coverages, limits, exclusions, and terms for this Participation Period.

Coverage	Aggregate Limit Per Event	Deductible
Privacy & Information Security	\$500,000	\$0

Privacy & Information Security Conditions

No Known Losses: Fund Member certifies that all known or reported events occurring prior to the effective date of this coverage, as applicable, which it is reasonably believed may result in a claim under this Coverage have been fully disclosed or reported.



Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator's name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF- Unemployment Compensation	Tanya Bane	Human Resources Director Employee Benefits	Tanya.bane@bisd.net
TASB RMF-Workers' Compensation	Tanya Bane	Human Resources Director Employee Benefits	Tanya.bane@bisd.net
TASB RMF-Property	Melissa Lafferty	Chief Financial Officer	melissa.lafferty@bisd.net
TASB RMF-Auto	Melissa Lafferty	Chief Financial Officer	melissa.lafferty@bisd.net
TASB RMF-Liability	Melissa Lafferty	Chief Financial Officer	melissa.lafferty@bisd.net

Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to tasbrmf@tasbrmf.org to provide Program Coordinator updates.



Contribution & Coverage Summary General Provisions

Coverage: This CCS and the Fund’s corresponding Coverage Agreements for this Participation Period outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the Interlocal Participation Agreement outlines the termination-related provisions that govern this CCS. These provisions include that this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized Signature

Date

Printed Name

Title



Belton ISD

Contribution & Coverage Summary (CCS)
Participation Period: 9/1/2024 through 8/31/2025

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on the following pages and are part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Limit	Deductible	Contribution
Workers' Comp Aggregate Deductible	Statutory	\$492,116	\$156,463
Total Contribution			\$156,463

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

Belton ISD

Workers' Compensation – Aggregate Deductible

Participation Period: 9/1/2024 through 8/31/2025

Total Workers' Compensation – Aggregate Deductible Contribution: \$156,463

The following is a summary of estimated payrolls and contribution for Workers' Compensation coverage. The Contribution and Claims Liability amounts shown are subject to audit at the end of the Participation Period.

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - BUS DRIVERS	\$3,090,980	0.00469107	\$14,500
7720 - POLICE OFFICER	\$0	0.00584600	\$0
8810 - CLERICAL OFFICE EMPLOYEES	\$4,910,680	0.00030770	\$1,511
8868 - PROFESSIONAL/ADMINISTRATON	\$89,966,917	0.00083058	\$74,725
9101 - ALL OTHERS	\$10,682,983	0.00615250	\$65,727
Total	\$108,651,560		\$156,463

Estimated Contribution	\$156,463
Estimated Claims Liability	\$492,116
Estimated Maximum Program Cost	\$648,579

Workers' Compensation – Aggregate Deductible Provisions

Claims Liability: The Fund Member agrees to reimburse the Fund for amounts paid for workers' compensation claims with injury dates within the Participation Period up to the Claims Liability amount (Aggregate Deductible). The Fund will pay claims in excess of the Claim Liability amount.

Benefit Limits: Workers' Compensation benefits paid to the Fund Member's employees under this CCS will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This CCS does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of the Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: The Fund Member designates the TASB Risk Management Fund as the Workers' Compensation claim administrator of record for all purposes. The Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

Claims Reporting: For Workers' Compensation claims arising during the Participation Period, the Fund Member agrees to report those claims timely and solely to the Fund. The report of Workers' Compensation claims to any other entity will waive all Fund liability under this agreement for those claims, regardless of reporting sequence. Any fines levied against the Fund for the Fund Member's failure to comply with the rules and regulations of the Act will be the Fund Member's sole responsibility.



Seasonal Benefits Adjustments: The Fund adjusts weekly workers' compensation Temporary Income Benefits (TIBS) to zero during specific holiday periods. Benefit adjustments are always made during the summer, Thanksgiving, spring, and winter breaks. Other extended holiday periods may also trigger benefit adjustments.

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TASB RMF-Auto	Melissa Lafferty	Chief Financial Officer	melissa.lafferty@bisd.net
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Authorized Signature

Date

Printed Name

Title

Belton Independent School District
Board of Trustee Meeting Agenda Item

July 15, 2024

Item: Agricultural Property-Use Agreement for River Farms Property

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:

Belton ISD owns approximately 15 acres generally located at West Toll Bridge Road, Belton, TX 76513. Prior to the District purchasing the property, Mr. Travis Meyer was leasing the property to plant and harvest hay. We would like to continue this arrangement with Mr. Meyer to keep the property neatly maintained. This would be at no cost to the District and can be canceled at any time without penalty or cost.

Fiscal Implications:

None

Administrative Recommendation(s):

Approve the Agricultural Property-Use Agreement as presented.

Property Use Agreement

Owner: Belton Independent School District

Licensee: Travis Meyer

Property: Approximately 15 acres recently purchased by Owner, generally located at West Toll Bridge Road, Belton, TX 76513

Licensee for a period of time has farmed hay on a parcel of land which includes the Property.

Owner recently obtained ownership of the Property and wishes to prevent the property from becoming overgrown and to minimize diversion of Owner’s resources for maintenance and upkeep of the Property.

The parties agree as follows:

1. Owner hereby authorizes Licensee to enter upon the Property for the sole purpose of farming and harvesting hay. This is a non-exclusive license. Owner does not convey any interest in the Property.
2. In exchange, Licensee shall be responsible for, at his own expense, securing the Property and keeping it in a safe and reasonably neat and proper condition. Licensee shall not cause or permit any damage to the Property.
3. Licensee shall not use the Property in any manner not authorized by this Agreement. Licensee shall use the Property in accordance with all applicable laws.
4. Owner is not restricted from entering the Property at any time.
5. Nothing in this Agreement will be construed to waive, modify, or amend any legal defense available to Owner or any past or present trustee, officer, agent, or employee, including but not limited to governmental immunity from suit as provided by law.
6. Either party may terminate this Agreement at any time by providing written notice to the other party.
7. This Agreement contains the entire agreement of the parties relating to its subject matter and supersedes all previous agreements, written or verbal.
8. To the fullest extent allowed by law, Licensee shall indemnify, defend, and hold Owner, its employees, officers, and agents, harmless from and against any and all claims, damages, liabilities, expenses, and costs, including, but not limited to, reasonable attorney’s fees, arising out of or in any way connected with Licensee’s use of the Property.

Travis Meyer

Date

Owner

Date