

## COUPLAND ISD

620 S COMMERCE ST

COUPLAND, TX 78615

512-856-2422

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### REGULAR MEETING AGENDA

Date: Thursday, November 14, 2024  
Time: Immediately following FIRST Public Hearing  
Location: Coupland School Library  
620 S. Commerce Street  
Coupland, TX 78615

#### AGENDA

1. Call the meeting to order and establish a quorum.
2. Pledge of Allegiance
3. Administer Statement of Officer and Oath of Office to New Board of Trustees Member
4. Consider and Take Action to Elect Board of Trustees Officers
5. Recognitions
6. Principal's Report
7. Construction Update:  
Christine Walker- Claycomb and Associates (Architect)  
Randy Boone - Weaver & Jacobs (CMAR)
8. Public Comments
9. MONTHLY ACTION ITEMS:
  - A. Consider and Approve the Board of Trustees Meeting Minutes for the Regular Board meeting held on October 10, 2024.
  - B. Approve Monthly Bills (check registers) and Monthly Financial Report
10. APPROVAL OF ADDITIONAL ACTION ITEMS AS NEEDED:
  - A. Consider and Take Action to Canvass and Approve Returns from the November 5, 2024 Voter Approved Tax Ratification Election
  - B. Consider and Take Action on a Resolution Regarding a One-Time Retention Incentive for Staff
  - C. Consider and Approve Budget Amendment

- D. Consider and Take Action on a Resolution to Set the Tax Rate for Coupland Independent School District Tax Year 2024
- E. Consider and Take Action to Cast Votes for Candidates for the Board of Directors for Williamson Central Appraisal District (WCAD)
- F. Consider and Approve a Resolution Designating 2024 - 2025 Nonbusiness Days for the Public Information Act in Accordance with HB 3033
- G. Consider and possible action regarding the proposed Non-Standard Retail Water Service Agreement for Industrial or Commercial Development Between Manville Water Supply Corporation and Coupland Independent School District, which includes a Groundwater Deed from Coupland Independent School District to Manville Water Supply Corporation for the conveyance of water rights related thereto for property described as: Approximately 61.6 acres of land, more or less, out of the Joseph Jordan Survey Abstract No. 357, in Williamson County, Texas which is recorded and more fully described in Document 2007071605 of the Official Property records of Williamson, County Texas); including approval of possible Resolution authorizing the conveyance and approval of the service agreement, which may include delegation of authority to the Superintendent or his designee to negotiate and finalize the agreement and deed and execute same and all relevant related documents in a form approved by legal counsel.

11. Superintendent's Report

12. DISCUSSION ITEMS

- A. Discuss Future Action and Discussion items
- B. VATRE Follow Up
- C. Construction Budget Update
- D. Staff Appreciation
- E. Discuss New and Current Board Member Training Requirements
- F. Apptegy ROOMS Update

13. Future Board Meeting Dates

14. Executive Session:

As determined by the Board of Trustees, there may be an executive session pursuant to the Texas Open meetings Act (Texas Gov't Code Chapter 551). An Executive Session - may occur at any time during the meeting as permitted under the Open Meetings Act. The list of topics below are some, but not an exhaustive list, of items that would be considered in an executive session:

Personnel (Texas Gov't Code 551.074),  
Student Discipline (Texas Gov't Code 551.082),  
Attorney consultation (Texas Gov't Code 551.071),  
Purchase, exchange, lease or value of real property (Texas Gov't Code

551.072),  
Prospective gift (Texas Gov't Code 551.073),  
Employee - Employee Complaint (Gov't code 551.082),  
Student Discipline Complaint (Gov't Code 551.082),  
Security (Gov't Code 551.076)

Any action will be taken in a public session.

- A. Discuss Evaluation of Superintendent of Schools
  - B. Discuss New Hires
15. ACTION ITEMS:  
(Action Items post executive session are items that must be discussed in executive session. All actions must be taken in an open session.)
- A. Consider and Take Action on Evaluation of Superintendent of Schools
  - B. New Hire Recommendations
16. Report Items
- A. Board Calendars
17. ADJOURNMENT:

This agenda was posted on the front door of the school building and on the school district website at: This agenda was posted on the 11th day of November, 2024 at 12:00p.m. on the front door of the school building and the school district website.

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Dr. Earl W. Parcell, Superintendent

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Dr. Earl W. Parcell, Superintendent

## Statement of Officer and Oath of Office

Published online in [TASB School Law eSource](#)

Forms for the required statement of officer and oath of office are attached. For additional election information, including forms, calendars, and other election resources, see the [Secretary of State Elections Division](#) website and TASB [School Law eSource](#).

*This document is provided for educational purposes and contains information to facilitate a general understanding of the law. References to judicial or other official proceedings are intended to be a fair and impartial account of public records, which may contain allegations that are not true. This publication is not an exhaustive treatment of the law, nor is it intended to substitute for the advice of an attorney. Consult your own attorney to apply these legal principles to specific fact situations.*

Updated August 2024

STATEMENT OF OFFICER

"I, \_\_\_\_\_, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God."

Title of Position to Which Elected/Appointed: \_\_\_\_\_

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**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

*Tex. Const. art. XVI, § 1(b)*

OATH OF OFFICE

"I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of School Board Trustee for the \_\_\_\_\_ School District of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this state, so help me God."

\_\_\_\_\_  
Signature of Officer

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Certification of Person Authorized to Administer Oath

State of \_\_\_\_\_  
County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

(Affix Notary Seal,  
only if oath administered  
by a notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to  
Administer an Oath

\_\_\_\_\_  
Printed or Typed Name

*Tex. Const. art. XVI, § 1(a)*



# Board of Trustees

Date of Meeting	
Item Type	

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
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Contact Person	<input type="text"/>	E-Mail Address	<input type="text"/>
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OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LEGAL)

**Selection of Officers** At the first meeting after each election and qualification of trustees, the members shall organize by selecting:

1. A president, who must be a member of the board.
2. A secretary, who may or may not be a member of the board.
3. Other officers and committees the board considers necessary.

*Education Code 11.061(c)*

**Reorganization** In addition to the required post-election organization, a board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

**Duties/Powers of Board President** The duties and powers of the president of a board include, but are not limited to, the following:

1. Call a meeting of the board for the purpose of adopting a budget and provide for the publication of notice of the budget and proposed tax rate meeting under Education Code 44.004. [See CE and CCG]
2. Submit the annual financial statement to a newspaper for publication under Local Government Code 140.006. [See CFA]
3. Execute a mineral deed or lease under Education Code 11.153. [See CDB]
4. Execute the deed for the sale of property, other than minerals, held in trust for public school purposes under Education Code 11.154(b). [See CDB]





# Board of Trustees

Date of Meeting

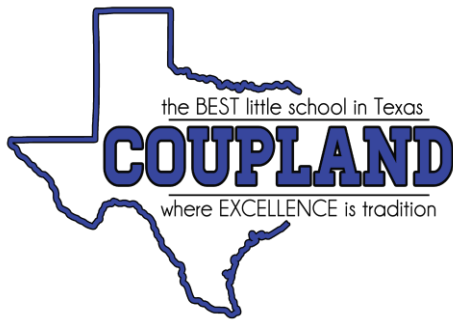
Item Type

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
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Contact Person

E-Mail Address



# COUPLAND ISD

620 S COMMERCE ST

COUPLAND, TX 78615

512-856-2422

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## REGULAR MEETING AGENDA

**Date:** Thursday, October 10, 2024

**Time:** 7:00 PM

**Location:** Coupland School Library  
620 S. Commerce Street  
Coupland, TX 78615

Board Members:

Crystal Ward – Present

Michael Roepke – Absent

Misty Garwood – Present

Andrew Gonzales – Present

David Young – Present

Rev. Dr. Karen Holgersen - Present

Superintendent:

Dr. Earl Parcell – Present

### AGENDA

**1. Call the meeting to order and establish a quorum. @ 7:00**

**2. Pledge of Allegiance**

Led By: Wyatt Pachl

**3. Recognitions**

Mr. Booker recognized Cowboy, Teacher and Staff Member of the Month. All awardees received a certificate and the Cowboys of the Month were also awarded a "Cowboy of the Month" yard sign that they can be proudly displayed in their yard for the month.

**4. Principal's Report**

Mr. Booker reported on teaching and learning as well as campus events and activities.

**5. Public Comments**

None

**6. MONTHLY ACTION ITEMS:**

**A. Consider and Approve the Board of Trustees Meeting Minutes for the Public Hearing held on September 12, 2024, and the Regular Board meeting held on September 12, 2024.**

I move that we Approve the Board of Trustees Meeting Minutes for the Public Hearing held on September 12, 2024, and the Regular Board meeting held on September 12, 2024.

Motion made by: Rev. Dr. Karen Holgersen

Seconded by: Misty Garwood

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea  
Yea – 5; Nay – 0

**B. Approve Monthly Bills, Monthly Financial Statement, and 4th Quarter Investment Report**

I move that we Monthly Bills and Monthly Financial Statement.

Motion made by: David Young

Seconded by: Misty Garwood

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea  
Yea – 5; Nay – 0

**7. APPROVAL OF ADDITIONAL ACTION ITEMS AS NEEDED:**

**A. Consider and Take Action to Accept the Report on Continuing Education Credit Requirements for School Board Members**

I move that we Approve the Report on Continuing Education Credit Requirements for School Board Members.

Motion made by: Rev. Dr. Karen Holgersen

Seconded by: David Young

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea  
Yea – 5; Nay – 0

## **8. Superintendent's Report**

Dr. Parcell reported on enrollment, attendance, growth, achievement, and walk-through data.

## **9. DISCUSSION ITEMS**

### **A. Discuss Future Action and Discussion items**

### **B. Construction Update**

Dr. Parcell shared construction updates with the board about HVAC concerns in the new middle school, noted that several permits are in motion, and that survey work has already begun at the site. Additionally, the construction entrance will be in place by Tuesday, October 15, 2024.

### **C. Groundbreaking for New Middle School**

The groundbreaking ceremony will be Tuesday, October 15, 2024, at 6:00. Dr. Parcell and Mrs. Ward will provide brief remarks but so too will our keynote speakers, our students! Parking will be limited. Cookies and water provided after pictures have been taken.

### **D. Technology**

Dr. Parcell shared that we have eliminated a physical server by moving to cloud-based servers which are much safer.

### **E. Apteegy and Rooms (2-way communication with parents)**

The two-way communication component, Rooms, which is an expansion of our current website, will be officially launched Thursday, October 17 when parents and guardians will receive an official invite to access their child(ren) through this feature. This application will enable parents/guardians and teachers to communicate directly.

### **F. Bus parking proposal**

Dr. Parcell shared plans to do some work to create an additional parking spot for the additional bus behind the current maintenance shed. This location is easily assessable and will help keep the circle drive clear for deliveries.

### **G. Staff Appreciation**

The annual staff appreciation event is December 6 and will be held at Beyersville Hall. The board discussed food and drink options, swag items, a possible theme, and games for the event. The entire staff has worked extremely hard and the board wants to recognize them for all of their hard work.

### **H. VATRE Information**

VATRE facts and information have been made available on the website, in a flier, in videos that are accessible on the district website, has been shared with the Coupland Civic Organization, City Council, City Mayor, and will be shared via the district's APP. Dr. Parcell will also offer a Q & A session in person and is considering a Facebook Live Q & A session as well.

### **I. Team of 8 training**

With three new board members coming on board, Dr. Parcell suggested scheduling the annually required Team of 8 training for January or February so that the new team can begin the year with a solid foundation and understanding of what a board does together. Trainers from Region 13 are preferred.

### **J. Date of Meeting to Canvas Election Results**

Canvassing of the election results (VATRE) will take place on November 14, 2024, at the regular board meeting. This date falls within the required dates for canvassing the election.

## **10. Future Board Meeting Dates**

The next board meeting in November 14, 2024 at 6:00 pm in the Coupland ISD library.

## **11. Executive Session:**

**As determined by the Board of Trustees, there may be an executive session pursuant to the Texas Open meetings Act (Texas Gov't Code Chapter 551). An Executive Session - may occur at any time during the meeting as permitted under the Open Meetings Act. The list of topics below are some, but not an exhaustive list, of items that would be considered in an executive session:**

**Personnel (Texas Gov't Code 551.074),  
Student Discipline (Texas Gov't Code 551.082),  
Attorney consultation (Texas Gov't Code 551.071),**

**Purchase, exchange, lease or value of real property (Texas Gov't Code 551.072),  
Prospective gift (Texas Gov't Code 551.073),  
Employee - Employee Complaint (Gov't code 551.082),  
Student Discipline Complaint (Gov't Code 551.082),  
Security (Gov't Code 551.076)**

**Any action will be taken in a public session.**

***The Board went into executive session at 8:50 PM.***

***The Board came out of executive session at 10:09PM.***

**A. Discuss Evaluation of Superintendent of Schools**

**B. Discuss Security Items:  
District Vulnerability Assessment (DVA)  
Emergency Operation Plan  
Cybersecurity**

**C. Discuss New Hires**

**12. ACTION ITEMS:**

**(Action Items post executive session are items that must be discussed in executive session. All actions must be taken in an open session.)**

**A. Consider and Take Action on Evaluation of Superintendent of Schools**

I move that we Approve the Evaluation Tool of Superintendent of Schools.

Motion made by: Misty Garwood

Seconded by: Rev. Dr. Karen Holgersen

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea

Yea – 5; Nay – 0

**B. Consider and Take Action to Approve the District Cybersecurity Annex**

I move that we Approve the District Cybersecurity Annex.

Motion made by: Rev. Dr. Karen Holgersen

Seconded by: Misty Garwood

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea  
Yea – 5; Nay – 0

**C. Consider and Take Action to Approve the District Vulnerability Assessment**

I move that we Approve the District Vulnerability Assessment.

Motion made by: Rev. Dr. Karen Holgersen

Seconded by: Misty Garwood

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea  
Yea – 5; Nay – 0

**D. Consider and Take Action to Approve the Emergency Operation Plan**

I move that we Approve the Emergency Operation Plan.

Motion made by: Rev. Dr. Karen Holgersen

Seconded by: Misty Garwood

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea  
Yea – 5; Nay – 0

**E. New Hire Recommendations**

No Action taken

**13. Report Items**

**A. Board Calendars**

**B. Donation**

**14. ADJOURNMENT:**

I move that we Adjourn. @ 10:12 pm

Motion made by: Rev. Dr. Karen Holgersen

Seconded by: Misty Garwood

Crystal Ward: Yea, Michael Roepke: Absent, David Young: Yea; Andrew  
Gonzales: Yea; Rev. Dr. Karen Holgersen: Yea, Misty Garwood: Yea

Yea – 5; Nay – 0

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**Board President**

**Date**

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**Board Secretary**

**Date**





# Board of Trustees

Date of Meeting	
Item Type	

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
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Contact Person	<input type="text"/>	E-Mail Address	<input type="text"/>
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# COUPLAND INDEPENDENT SCHOOL DISTRICT

## GENERAL FUND FINANCIAL STATEMENT

**Fund 199**  
**OCTOBER 2024**



	2024-2025			2023-2024		
	Current Budget	Actual	Actual to Budget	Current Budget	Actual	Actual to Budget
<b>REVENUES:</b>						
Local and Intermediate Sources	\$ 2,255,228	\$ 62,633	2.78%	\$ 2,252,749	\$ 33,920	1.51%
State Program Revenues	2,549,634	2,124,523	83.33%	1,832,545	1,776,727	96.95%
Federal Program Revenues	14,500	-	0.00%	12,445	-	0.00%
Other Financing Sources	-	-	0.00%	-	-	0.00%
<b>Total Revenues</b>	<b>\$ 4,819,362</b>	<b>\$ 2,187,156</b>	<b>45.38%</b>	<b>\$ 4,097,739</b>	<b>\$ 1,810,647</b>	<b>44.19%</b>
<b>EXPENDITURE SUMMARY BY FUNCTION:</b>						
11 - Instructional	\$ 2,815,770	\$ 475,947	16.90%	\$ 2,275,216	\$ 373,130	16.40%
12 - Instructional Resources and Media Services	7,850	1,634	20.82%	21,100	900	4.27%
13 - Curriculum and Instructional Staff Development	19,700	-	0.00%	23,250	743	3.19%
21 - Instructional Leadership	12,362	-	0.00%			
23 - School Leadership	318,115	49,750	15.64%	335,307	42,966	12.81%
31 - Guidance, Counseling and Evaluation	176,740	27,259	15.42%	98,339	25,669	26.10%
33 - Health Services	3,550	131	3.69%	18,400	-	0.00%
34 - Student Transportation	155,663	78,360	50.34%	144,542	19,807	13.70%
35 - Food Service	-	-	0.00%	-	-	
36 - Cocurricular/Extra Curricular Activities	27,714	4,201	15.16%	33,022	3,641	11.03%
41 - General Administration	367,327	61,288	16.68%	301,670	56,872	18.85%
51 - Plant Maintenance and Facility Services	361,367	78,858	21.82%	402,305	72,036	17.91%
52 - Security and Monitoring Services	48,750	5,500	11.28%	39,000	3,500	8.97%
53 - Data Processing Services	259,144	82,890	31.99%	172,712	22,345	12.94%
61 - Community Services	3,000	258	8.60%	18,750	3,713	19.80%
71 - Debt Service	66,436	5,718	8.61%	69,000	6,185	8.96%
81 - Capital Outlay	-	-	0.00%			
93 - Payments to Fiscal Agents				106,000	-	0.00%
99 - Other intergovernmental Charges	25,000	5,385	21.54%	14,000	3,027	21.62%
Operating Transfer to Cafeteria	9,681	-	0.00%	25,126	-	0.00%
<b>Total Expenditures</b>	<b>\$ 4,678,169</b>	<b>\$ 877,179</b>	<b>18.75%</b>	<b>\$ 4,097,739</b>	<b>\$ 634,535</b>	<b>15.49%</b>
<b>EXPENDITURE SUMMARY BY OBJECT CODE:</b>						
61XX - Payroll Costs	\$ 3,748,360	\$ 605,198	16.15%	\$ 3,095,116	\$ 496,082	16.03%
62XX - Professional and Contracted Services	554,530	123,924	22.35%	404,400	64,677	15.99%
63XX - Supplies and Materials	128,200	20,476	15.97%	289,642	24,780	8.56%
64XX - Other Operating Expenses	170,962	61,863	36.19%	198,455	42,811	21.57%
65XX - Debt Service - Principal	66,436	5,718	8.61%	69,000	6,185	8.96%
66XX - Capital Outlay Expenses	-	60,000		16,000	-	0.00%
Operating Transfers	9,681	-	0.00%	25,126	-	0.00%
<b>Total Expenditures</b>	<b>\$ 4,678,169</b>	<b>\$ 877,179</b>	<b>18.75%</b>	<b>\$ 4,097,739</b>	<b>\$ 634,535</b>	<b>15.48%</b>



**COUPLAND INDEPENDENT SCHOOL DISTRICT**  
**CHILD NUTRITION FUND FINANCIAL STATEMENT**  
**Fund 240**  
**OCTOBER 2024**

	2024-2025			2023-2024		
	Current Budget	Actual	Actual to Budget	Current Budget	Actual	Actual to Budget
<b>REVENUES:</b>						
Local and Intermediate Sources	\$ 60,000	\$ 15,394	25.66%	\$ 67,300	\$ 15,222	22.62%
State Program Revenues	11,058	226	2.04%	11,086	-	0.00%
Federal Program Revenues	167,000	19,068	11.42%	139,506	17,255	12.37%
Other Financing Sources	9,681	-	0.00%	25,126	-	0.00%
<b>Total Revenues</b>	<b>\$ 247,739</b>	<b>\$ 34,688</b>	<b>14.00%</b>	<b>\$ 243,018</b>	<b>\$ 32,477</b>	<b>13.36%</b>
<b>EXPENDITURES:</b>						
35 - Food Services	\$ 247,739	\$ 37,187	15.01%	\$ 243,018	\$ 34,255	14.10%
<b>Total Expenditures</b>	<b>\$ 247,739</b>	<b>\$ 37,187</b>	<b>15.01%</b>	<b>\$ 243,018</b>	<b>\$ 34,255</b>	<b>14.10%</b>
<b>EXPENDITURE SUMMARY BY OBJECT CODE:</b>						
61XX - Payroll Costs	\$ 142,039	\$ 22,396	15.77%	\$ 135,912	\$ 21,255	15.64%
62XX - Professional and Contracted Services	6,500	-	0.00%	11,500	-	0.00%
63XX - Supplies and Materials	98,500	14,791	15.02%	94,906	13,000	13.70%
64XX - Other Operating Expenses	700	-	0.00%	700	-	0.00%
64XX - Other Operating Expenses	-	-	0.00%	-	-	0.00%
<b>Total Expenditures</b>	<b>\$ 247,739</b>	<b>\$ 37,187</b>	<b>15.01%</b>	<b>\$ 243,018</b>	<b>\$ 34,255</b>	<b>14.10%</b>

**COUPLAND INDEPENDENT SCHOOL DISTRICT**  
**DEBT SERVICE FUND FINANCIAL STATEMENT**  
**Fund 599**  
**OCTOBER 2024**



	2024-2025			2023-2024		
	Current Budget	Actual	Actual to Budget	Current Budget	Actual	Actual to Budget
<b>REVENUES:</b>						
Local and Intermediate Sources	\$ 1,547,519	\$ 19,308	1.25%	\$ 1,550,025	\$ 398	0.03%
State Program Revenue	\$ 92,381		0.00%	\$ -	\$ -	
<b>Total Revenues</b>	<b>\$ 1,639,900</b>	<b>\$ 19,308</b>	<b>1.18%</b>	<b>\$ 1,550,025</b>	<b>\$ 398</b>	<b>0.03%</b>
<b>EXPENDITURES:</b>						
71 - Debt Service	\$ 1,639,900	\$ -	0.00%	\$ 1,550,025	\$ -	0.00%
<b>Total Expenditures</b>	<b>\$ 1,639,900</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,550,025</b>	<b>\$ -</b>	<b>0.00%</b>
<b>EXPENDITURE SUMMARY BY OBJECT CODE:</b>						
65XX - Debt Service Expenses	1,639,900	-	0.00%	1,550,025	-	0.00%
<b>Total Expenditures</b>	<b>\$ 1,639,900</b>	<b>\$ -</b>	<b>0.00%</b>	<b>\$ 1,550,025</b>	<b>\$ -</b>	<b>0.00%</b>



# Board of Trustees

Date of Meeting

Item Type

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
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Contact Person  E-Mail Address

**THE BOARD OF TRUSTEES OF THE COUPLAND INDEPENDENT SCHOOL DISTRICT**

**November 14, 2024**

**RESOLUTION**

**WHEREAS**, the Board of Trustees (“Board”) wishes to reward Coupland ISD (the “District”) employees for continued loyalty and service provided to the District; and

**WHEREAS**, the Board will provide a one-time retention incentive to be paid to all individuals employed with the District before September 1, 2024 and who remain employed as of December 20, 2024, in the amount of \$500.00 for regular full-time employees; and

**WHEREAS**, an employee employed after September 1, 2024 will be paid a prorated amount per attached addendum; and

**WHEREAS**, a public school purpose will be served by the payment of a one-time retention incentive to District employees, in order to demonstrate support of its employees, enhance employee morale and support the continued retention of employees; and

**Now therefore it be resolved by the Board that:**

1. The Board authorizes the payment of a one-time retention incentive to each individual employed with the District as of December 20, 2024, as compensation for continued service to the District; and
2. Any employee who is on involuntary administrative leave or suspension as of December 20, 2024 shall not be eligible for the retention incentive; and
3. The Board finds that a public purpose and a benefit to the Coupland ISD exists in the payment of this one-time retention incentive; and
4. The Superintendent shall exercise final authority and discretion in determining which employees are eligible for this retention incentive, and shall take any and all actions necessary to fulfill the intent and purpose of this Resolution.

Adopted by the vote of the majority of members of the Board of Trustees of the Coupland ISD present and voting at an open meeting of the Board on the 14th day of November, 2024, at which a quorum was present:

BY: \_\_\_\_\_

Mrs. Crystal Ward, Board President

BY: \_\_\_\_\_

Mr. David Young, Board Secretary

**THE BOARD OF TRUSTEES OF THE COUPLAND INDEPENDENT SCHOOL DISTRICT**

**November 14, 2024**

**ADDENDUM**

**One-Time Retention Incentive Payment**

**Definitions:**

- Regular Part Time Employee – an employee who works at least three (3) hours per day but less than five (5) hours a day and whose salary is annualized.
- Regular Full Time Employee – an employee who works at least five (5) hours per day and whose salary is annualized.

**One-Time Incentive Proration will be as follows:**

- If employment commences during prior to August 14, 2024 (\$500)
- If employment commenced during the month of September 2024 (\$375)
- If employment commenced during the month of October 2024 (\$250)
- If employment commenced during the month of November 2024 (\$125)
- If employed during the month of December, 2024 (No Incentive Paid)

BY: \_\_\_\_\_

Mrs. Crystal Ward, Board President

BY: \_\_\_\_\_

Mr. David Young, Board Secretary



# Board of Trustees

Date of Meeting

Item Type

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
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Contact Person

E-Mail Address





**COUPLAND ISD  
GENERAL FUND  
PROPOSED BUDGET AMENDMENT  
BOARD MEETING NOVEMBER 2024**

	Description	Approved Budget	Increase (Decrease)	Proposed Budget
<b>Revenue:</b>				
57XX	Local Revenue	2,255,228.00	(72,023.00)	2,183,205.00
58XX	State Revenue	2,549,634.00	60,887.00	2,610,521.00
59XX	Federal Revenue	14,500.00	0.00	14,500.00
79XX	Other Resources	0.00		0.00
	<b>Revenue Budget</b>	<b>4,819,362.00</b>	<b>(11,136.00)</b>	<b>4,808,226.00</b>
<b>Expense:</b>				
11	Instruction	2,815,770.00	69,551.00	2,885,321.00
12	Instruction Media/Library	7,850.00		7,850.00
13	Curriculum Development and Instructional Staff Development	19,700.00		19,700.00
21	Instructional Leadership	12,362.00		12,362.00
23	Campus Administration	318,115.00	2,058.00	320,173.00
31	Guidance & Counseling	176,740.00	1,029.00	177,769.00
33	Health Services	3,550.00		3,550.00
34	Student Transportation	155,663.00	1,029.00	156,692.00
35	Food Service	0.00	2,058.00	2,058.00
36	Cocurricular Activities	27,714.00		27,714.00
41	General Administration	367,327.00	1,029.00	368,356.00
51	Plant Maintenance	361,367.00	2,058.00	363,425.00
52	Security & Monitoring Services	48,750.00		48,750.00
53	Data Processing	259,144.00	515.00	259,659.00
61	Community Services	3,000.00		3,000.00
71	Debt Service	66,436.00		66,436.00
93	Payments to SSA	0.00		0.00
99	Intergovernment Payments	25,000.00		25,000.00
89XX	Transfer to Food Service	9,681.00		9,681.00
	<b>Expenditure Budget</b>	<b>4,678,169.00</b>	<b>79,327.00</b>	<b>4,757,496.00</b>
<b>FUND BALANCE</b>				
	<b>Fund Balance Increase (Decrease)</b>	<b>141,193.00</b>	<b>(90,463.00)</b>	<b>50,730.00</b>



# Board of Trustees

Date of Meeting

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Attachments	
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Contact Person

E-Mail Address



# COUPLAND ISD

620 S COMMERCE ST  
COUPLAND, TX 78615  
512-856-2422

## Resolution of the Board to Set Tax Rate

### For Coupland Independent School District for the Tax Year 2024

Date: November 14, 2024

On this date, we, the Board of Trustees of the Coupland Independent School District, hereby levy or set the tax rate on a \$100 valuation for the District for the tax year 2024 at a total tax rate of \$1.166900, to be assessed and collected by the duly specified assessor and collector as follows:

\$0.666900 for the purpose of maintenance and operations, and

\$0.500000 for the purpose of payment of principal and interest on debts.

\$1.166900 Total Tax Rate for Coupland ISD

Such taxes are to be assessed and collected by the tax officials designated by the District.

**THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

Signed:

\_\_\_\_\_  
Crystal Ward, CISD Board President

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
David Young, CCISD Board Secretary

\_\_\_\_\_  
Date



# Board of Trustees

Date of Meeting	
Item Type	

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
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Contact Person	<input type="text"/>	E-Mail Address	<input type="text"/>
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# Williamson Central Appraisal District Board of Directors Nominees Official Ballot 2024

INSTRUCTION NOTE:

Indicate your vote for the candidate or candidates of your choice by placing the number of votes in the blank beside the candidate or candidates' name.

**ENTITY** Coupland ISD                      **NUMBER OF VOTES** 10

<b>NOMINEES</b>	<b>1 YEAR TERM</b>	<b>3 YEAR TERM</b>
BIRKMAN, LISA		
GIBBS, HARRY		
LUX, JON		
WEBER, LORA		
WEI, MICHAEL		

<b>NOMINEES</b>	<b>3 YEAR TERM</b>
FOX, SUNNIE	
UFOMATA, ANJALICIA "ANGIE"	

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



# Board of Trustees

Date of Meeting

Item Type

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
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Contact Person

E-Mail Address

**THE BOARD OF TRUSTEES OF THE  
COUPLAND INDEPENDENT SCHOOL DISTRICT**

**Board Resolution to Establish Nonbusiness Days Pursuant to the Texas Public Information Act**

**WHEREAS**, Coupland Independent School District is a governmental entity obligated to comply with the Texas Public Information Act (“the Act”); and

**WHEREAS**, the 88th Texas Legislature (2023) authorized the passage of HB 3033, which revised the Act by adding section 552.0031 to the Government Code, defining “business days” for purposes of the Act; and

**WHEREAS**, Section 552.0031 defines “business day” generally to mean any day other than a Saturday or Sunday, a national holiday, a state holiday, or the Monday or Friday on which a state or federal holiday that falls on a Saturday or Sunday is observed; and

**WHEREAS**, Section 552.0031 establishes that a school district board of trustees may designate up to ten additional days per calendar year as nonbusiness days; and

**WHEREAS**, the Board recognizes that the District’s 2024-2025 academic calendar includes dates of closure that do not meet the statutory definition of business days; and

**WHEREAS**, the Board recognizes that designating additional nonbusiness days will allow school staff to work in better alignment with the District’s academic calendar when responding to information requests.

**Now therefore it be resolved by the Board that:**

1. The Coupland ISD Board of Trustees determines that the District will designate the specific dates listed in the attached **Exhibit A** as “nonbusiness days” for purposes of the Texas Public Information Act; and
2. The Board hereby authorizes the Superintendent to undertake additional measures as necessary to implement this designation.

Adopted by the vote of a majority of the members of the Board of Trustees of the Coupland Independent School District present and voting at an open meeting on the 14<sup>th</sup> day of November 2024, at which a quorum was present.

BY: \_\_\_\_\_  
Board President

ATTEST: \_\_\_\_\_  
Board Secretary

## EXHIBIT A

### Coupland ISD Nonbusiness Days 2024:

1. Thursday, December 26
2. Friday, December 27

### Coupland ISD Nonbusiness Days 2025:

1. Tuesday, January 2, 2025
2. Wednesday, January 3, 2025
3. Tuesday, March 11, 2025
4. Wednesday, March 12, 2025
5. Thursday, March 13, 2025
6. Friday, March 14, 2025
7. Wednesday, July 2, 2025
8. Friday, July 3, 2025





# Board of Trustees

Date of Meeting

Item Type

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District Goal	
Summary  (Purpose / Objective)	
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Administrative Recommendation	

Attachments	
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Contact Person

E-Mail Address

**GROUNDWATER DEED**

STATE OF TEXAS                   §  
  §  
COUNTY OF WILLIAMSON       §

**Date:** \_\_\_\_\_, 2024

**Grantor:** Coupland Independent School District

**Grantor’s Mailing Address:**  
  P.O. Box 217  
  Coupland, TX 78615

**Grantee:**       Manville Water Supply Corporation, a Texas nonprofit corporation

**Grantee’s Mailing Address:**  
  Manville Water Supply Corporation  
  P.O. Box 248  
  Coupland, Texas 78615

**Consideration:** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Water Rights:** All of Grantor’s right, title, and interest (if any) in and to the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths, and horizons beneath the surface of the Severed Appurtenant Property (defined below).

**Severed Appurtenant Property (property from which water rights are severed in this conveyance):**

          The real property described on **Exhibit “A”** attached hereto and made a part hereof for all purposes.

          Grantor does hereby expressly sever the Water Rights here conveyed from the Severed Appurtenant Property.

**Reservations from Conveyance:** All documents appearing of record affecting the above described Severed Appurtenant Property.

**Exceptions to Conveyance and Warranty:** All documents appearing of record affecting the above described Severed Appurtenant Property and Water Rights.

**Conveyance:** Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants and conveys to Grantee the Water Rights, together with all and singular the rights and appurtenances and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular Water Rights to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, excluding the Reservations from Conveyance and subject to the Exceptions to Conveyance and Warranty.

Grantee shall have no right to enter upon, drill, or otherwise use the surface of the Severed Appurtenant Property in connection with the Water Rights conveyed hereby, but Grantee will be permitted to develop and extract water from and under the Severed Appurtenant Property by directional drilling or other means from other property located outside the Severed Appurtenant Property so long as such activities do not damage, destroy, injure, and/or interfere with the use and enjoyment of the Severed Appurtenant Property by Grantor, its successors and assigns. The forgoing surface use restrictions shall be binding upon the Grantee, its successors, and assigns

**Interpretation:** When context requires within this instrument, singular nouns and pronouns include the plural.

**[The remainder of this page intentionally left blank]**

**GRANTOR:**

**Coupland Independent School District**

By: \_\_\_\_\_  
Crystal Ward, Board President

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**                   §  
  §  
**COUNTY OF \_\_\_\_\_**       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_\_\_, and personally appeared Crystal Ward, Board President as the act and deed of Coupland Independent School District.

[SEAL]

\_\_\_\_\_  
Notary Public Signature

**After recording return to:**  
Manville Water Supply Corporation  
P.O. Box 248  
Coupland, Texas 78615

**EXHIBIT "A"**  
**(Property Deed)**  
**Severed Appurtenant Property**

**NON-STANDARD RETAIL WATER SERVICE AGREEMENT**  
**FOR INDUSTRIAL OR COMMERCIAL DEVELOPMENT**  
**BETWEEN**  
**MANVILLE WATER SUPPLY CORPORATION AND**  
**COUPLAND INDEPENDENT SCHOOL DISTRICT**

STATE OF TEXAS	§
	§
COUNTY OF WILLIAMSON	§

This Non-Standard Retail Water Service Agreement for Industrial or Commercial Development (the “*Agreement*”) is made and entered into on the date set forth below, by and between MANVILLE WATER SUPPLY CORPORATION (“*Corporation*”), a Texas non-profit, member-owned water supply corporation operating under the authority of Chapter 67 of the Texas Water Code, as amended, and COUPLAND INDEPENDENT SCHOOL DISTRICT (“*Developer*”). The Corporation and Developer are each a “*Party*” and are collectively referred to herein as the “*Parties*.”

**RECITALS**

1. The Corporation was created, organized and exists for the purpose of furnishing water utility facilities and service to areas within its certificated service area (the “*Service Area*”) under Certificate of Convenience and Necessity No. 11144 (the “*CCN*”).
2. Developer owns and is now developing and it or its assign(s) will develop approximately 61.7162 acres of land referred to as the Coupland Middle School (“*Development*”), more particularly described on Exhibit “A” attached hereto and incorporated by reference herein. The Development will consist of one or more contiguous lots that will be developed for commercial and/or industrial use. The Development is located within the Corporation’s present Service Area and the Developer has requested that water service be provided to the Development by the Corporation.
3. The Corporation owns, operates and maintains water supply wells and a water supply and delivery system consisting of water storage facilities, water transmission and distribution facilities and related appurtenances to serve the needs of its customers, as more fully described below.
4. The Corporation is the sole purveyor of retail water service in the area in which the Development is located.
5. Developer has a need for water service to be provided by the Corporation through the Water System, as defined below.
6. Developer will provide the Corporation with easements and rights-of-way in order to adequately serve the Development.

7. Developer and Corporation acknowledge the Development may be expanded in separate phases. While the Corporation will make a good faith effort to allocate LUE for the entire Development, such additional phases must be provided for under a separate NSA.

8. Developer has received and reviewed Corporation's Tariff, and Developer understands and acknowledges that Developer must pay Corporation all costs reasonable and necessary for Corporation to provide retail water service to the Development, and Developer understands and acknowledges that such costs are Developer's costs and must be paid to Corporation as set forth in this Agreement.

9. Developer understands that it is the Corporation's policy for developers to pay one hundred percent (100%) of the cost to extend the necessary Corporation facilities to provide retail water service to the Development, save and except for any facilities, if any, included in the Corporation's capital improvements plan.

10. Subject to the terms and conditions of the Corporation's Bylaws, Tariff, rules and regulations as now existing or as hereinafter amended, the Parties desire to enter into this Agreement setting forth the terms and conditions pursuant to which the Corporation will provide water service to the Development and pursuant to which certain additions to the Water System that are necessary to extend water service to the Development will be constructed and installed.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the Corporation and Developer hereby agree as follows:

#### **Article I.**

The preceding recitals are the true and correct findings of the Parties. The recitals are fully incorporated herein for all purposes.

#### **Article II.**

#### **DEFINITIONS**

Section 2.01 As used in this Agreement, except as otherwise provided herein, the following terms have the meanings ascribed in this section. Any word or term in this Agreement that is not defined in this Section 1.01 shall have the meanings ascribed in the Corporation's Tariff; if not defined in the Tariff, the word or term shall have its ordinary meaning.

***“Agreement”*** means this “Non-Standard Retail Water Service Agreement Between Manville Water Supply Corporation and COUPLAND INDEPENDENT SCHOOL DISTRICT.”

***“Capital Recovery Fee”*** means the cost for one or multiple new meter connections to recover Manville's costs of existing and future capacity enhancing capital improvements, all as more fully described in the Tariff.

***“Corporation”*** means the Manville Water Supply Corporation, a Texas non-profit, member-owned water supply corporation operating pursuant to Chapter 67 of the Texas Water Code, as amended.

**“Corporation’s Service Area”** means the Corporation’s water supply service area, whether or not it is a certificated service area, and includes the service areas of entities that may receive wholesale water service from the Corporation, as such service areas now exist or may be changed hereafter.

**“Costs of the Water System”** means all costs of acquiring, constructing, developing, permitting, implementing, expanding, improving, enlarging, bettering, extending, replacing, repairing, maintaining and operating the Water System, including, without limiting the generality of the foregoing, the costs of property, interests in property, capitalized interest, land, water, water rights, easements and rights-of-way, damages to land and property, leases, facilities, equipment, machinery, pumps, pipes, tanks, valves, fittings, mechanical devices, office equipment, assets, contract rights, wages and salaries, employee benefits, chemicals, stores, material, supplies, power, supervision, engineering, testing, auditing, franchises, charges, assessments, claims, insurance, engineering, financing, consultants, administrative expenses, auditing expenses, legal expenses and other similar or dissimilar expenses and costs required for the Water System. Costs of the Water System will include reasonable amounts for an operation and maintenance reserve fund, debt service reserve fund, required coverage of debt service, working capital and appropriate general and administrative costs.

**“Developer”** means COUPLAND INDEPENDENT SCHOOL DISTRICT, the developer of the Development.

**“Development”** means the property or properties that Developer intends to develop and to which the Corporation intends to provide water services under this Agreement, as further referenced in Recital 2, above.

**“Effective Date”** means the date this Agreement is last executed by the Parties, as indicated on the execution page.

**“Emergency”** means a sudden unexpected happening; an unforeseen occurrence or condition; exigency; pressing necessity; or a relatively permanent condition of insufficiency of service or of facilities resulting in social distress. The term includes force majeure and acts of third parties which cause the Water System to be unable to provide the water services agreed to be provided herein.

**“On-site Facilities”** means all water transmission and distribution facilities, lines, mains, storage facilities, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system within the Development, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof.

**“LUE”** means the equivalent of one single family residence that can be adequately served by a 5/8-inch water meter.

**“LUE Approval Date”** means the date on which the Corporation, whether by action of the Corporation’s Board of Directors or the Corporation’s general manager, approved the number of LUEs reserved under this Agreement.

**“Tariff”** means the Corporation’s rules, regulations, policies, fees, rates, operations, agreements and specifications as approved by the Corporation’s Board of Directors from time to time.



***"Water Capacity Reservation Fee"*** means a commitment fee paid by the Developer to Manville to reserve available water capacity in Manville's System for a specific amount of time. Such fee may be determined pursuant to the terms and conditions of this Agreement, as determined by the Corporation at its sole discretion.

***"Water System"*** means all water supply, treatment, transmission and distribution facilities, lines, mains, reservoirs, pump stations, residential, commercial and industrial connections and any other parts or components that comprise the public water system of the Corporation, together with all extensions, expansions, improvements, enlargements, betterments and replacements thereof, as additionally described in Recital No. 3, above.

### **Article III.**

#### **WATER SERVICE**

Section 3.01 Subject to the terms and conditions set forth herein, the Corporation shall provide retail water service within the boundaries of the Development up to the amount of, but not to exceed, the equivalent of **31** LUEs of water service.

Section 3.02 No LUE of water service that is the subject of this Agreement will be reserved for Developer for its use unless and until fifty percent (50%) of Capital Recovery Fee has been paid to the Corporation for that respective LUE pursuant to Article III of this Agreement and the Corporation's Tariff.

Section 3.03 Subject to (i) the terms and conditions set forth in this Agreement, and (ii) the Corporation's Bylaws and Tariff, (iii) the Corporation's Construction Standards, as duly adopted and amended from time to time, (iv) completion of an engineering report, including but not limited to plans and specifications for facilities to bring water to the Development, a description of which is to be attached as **Exhibit "B"**, (v) Developer's completion of and conveyance to the Corporation of the On-Site Facilities, a description of which is to be attached as **Exhibit "C"**, and (vi) the Corporation's completion of the Transfer Line, as described in Section 7.01, below, the Corporation shall make such retail water service available to the Development in phases, as applicable. The Parties acknowledge and agree that **Exhibits "B"** and **"C"** will be attached, completed and/or modified after the Effective Date of this Agreement, as determined necessary by the Corporation.

### **Article IV.**

#### **CHARGES TO DEVELOPER**

Section 4.01 Developer or Developer's assignee shall pay to the Corporation the Corporation's Capital Recovery Fee and fees related to Developer's connection to the Water System for each LUE of water service to be provided to the Development. Developer must determine the appropriate size meter(s) necessary to service the Development, based on the number of LUE approved for the Development, provided that the Corporation may, in its sole discretion, determine that another meter size is appropriate.

Section 4.02 The amount of the Capital Recovery Fee shall be the amount as set forth in the Corporation's Tariff and is due and payable as set forth below. As of the Effective Date of this Agreement, the amount of the Capital Recovery Fee as of the execution of this Agreement is Twelve Thousand, seventy-one and No/100 Dollars (\$12,071.00) per 5/8-inch meter size; however, this amount is subject to change at the Corporation's sole discretion. If after the Effective Date the Corporation's Capital Recovery Fee has increased from the amount indicated in this section, Developer must pay the increased amount of all unpaid Capital Recovery Fees.

Section 4.03 The Corporation will not reserve any LUEs unless and until Developer has paid fifty percent (50%) of the applicable Capital Recovery Fee. If Developer fails to do so in accordance with Section 4.04 below, the Corporation may terminate this Agreement; Developer will have no right to receive any LUEs; and the Corporation shall have full rights to use such LUEs as it deems appropriate.

Section 4.04 Developer shall pay 50 percent of the applicable Capital Recovery Fees to the Corporation within one (1) year of the LUE Approval Date. Developer shall pay the remaining 50 percent (50%) within two (2) years of paying the first 50 percent (50%) or upon approval of the final plat of the Development, whichever is first.

Section 4.05 (a) If Developer has paid the Capital Recovery Fees **in full**, and Developer wishes to extend the period of time that the Corporation will reserve the LUEs provided under this Agreement for an additional one-year period ("**Extension Period**"), whether due to the Development being incomplete or any other reason that is not the fault of the Corporation, Developer may do so in one-year intervals, **no more than twice** (as further described in subsection 3.05(b), below). To receive an Extension Period, Developer shall (i) pay an additional Water Capacity Reservation Fee, per LUE, plus (ii) an LUE Extension Fee equal to the applicable Base Monthly Fee for the meter size, multiplied by 12, multiplied by the number of lots for which LUEs are being reserved.

By way of example only, if an NSA provides 200 LUEs for 200 lots, Developer would pay a Water Capacity Reservation Fee of \$20,000 (200 LUE X \$100), plus an LUE Extension Fee of \$84,360 (\$35.15 (the Base Monthly Fee for a 5/8-inch meter) x 12 (the number of months the extension is valid for) x 200 (the number of lots)).

(b) If Developer desires a second one-year Extension Period, Developer shall again pay the Extension Period fees described under subsection 3.05(a), above, upon or before the expiration of the first Extension Period. If prior to the commencement of the second Extension Period the Corporation has amended its Capital Recovery Fee, Developer shall pay, in addition to the Extension Period fees, the difference between (i) the Capital Recovery Fee provided under this Agreement and (ii) the new Capital Recovery Fee.

(c) Each Extension Period will be valid for one (1) year after the date the Corporation approves the Amendment.

(d) An Extension Period provided under this Section 3.05 must be documented as an Amendment to this Agreement, which Amendment must be agreed upon in writing by Developer and the Corporation, prior to the expiration of the previous term.

(e) If Developer pays all Capital Recovery Fees in compliance with Section 3.04, above, but fails to pay all fees for an Extension Period, the Corporation may, in its sole discretion, terminate this Agreement.

Section 4.06 At any time that this Agreement is in effect, the Corporation, subject to applicable law, may modify the above rates and charges as appropriate to recover the Costs of the Water System in a just and reasonable manner.

Section 4.07 In the event that any groundwater conservation district, municipality, state agency, or regulatory authority of any other kind imposes impact fees or any other fee against the development of any lot or other property covered under this Agreement, Developer will be fully responsible for payment thereof. Developer's failure to pay such fees will constitute a material breach of this Agreement and the Corporation may terminate this Agreement pursuant to applicable provisions herein.

## **Article V.**

### **PAYMENT OF DESIGN AND CONSTRUCTION COSTS**

Section 5.01 Developer must (i) pay all applicable fees described in the Corporation's Tariff, including but not limited to Feasibility Study Fees, Plan Review Fees, Water Capacity Reservation Fees, and other related soft costs of the Corporation; and (ii) comply with any additional design conditions or protocol deemed necessary by the Corporation, including but not limited to all off-site improvements necessary to provide service to the Development.

Section 5.02 The Development shall be constructed, and all related easements, equipment, materials and supplies shall be acquired, in the name of Developer, and all construction contracts and other agreements pertaining to the construction and installation of the Development shall contain provisions to the effect that any contractor, material supplier or other party thereto shall look solely to Developer for payment of all sums coming due thereunder and that the Corporation shall have no obligation whatsoever to any such party.

Section 5.03 The Developer shall require its contractors to remain responsible for defects in materials, construction or installation which occur within one (1) year from the date the applicable portion of the Development is accepted by the Corporation (the "**Warranty Period**") and provide a maintenance bond in the amount of one hundred percent (100%) of the final construction cost as a condition of the Corporation accepting that portion of the Development. The contractors shall be responsible to replace, or pay for the replacement by Corporation of, all materials and work involving any part of the Development which is found by Corporation's consulting engineer to be reasonably necessary for continued operation of the Development. Developer shall obtain this warranty from its contractors prior to the initiation of construction. Upon receipt of written notice from Corporation within the Warranty Period of the discovery of defects in the Development, the Developer's contractor shall thereafter have thirty (30) days to replace or pay for the replacement of the necessary materials and work. In case of emergency where delay in such replacement would cause serious risk of loss or damage to Corporation or its customers, Corporation may have the defects corrected and the contractor shall be liable for all expenses incurred. After the Warranty

Period, operation, maintenance and administration of the applicable portion of the Development shall be at Corporation's sole cost and responsibility.

## **Article VI.**

### **CHARGES, RATES AND COLLECTION**

Section 6.01 The customers within the Development (“*Customers*”) shall be members and retail customers of the Corporation. The Corporation shall have the right to assess those Customers all applicable fees and charges. Fees and charges for water service provided by the Corporation shall be billed on an individual customer basis, and the measure of water service provided shall be determined in the manner followed by the Corporation for other water customers of the Corporation.

Section 6.02 The Corporation reserves the right to levy, assess and collect the fees, and rates set forth in its Tariff.

## **Article VII.**

### **COVENANTS, REPRESENTATIONS, AND CONDITIONS**

Section 7.01 The Corporation’s obligation to provide water service to the Development is fully conditioned on (i) Developer’s compliance with and completion of any and all improvements identified in the feasibility and/or engineering study for the Development, (ii) Developer’s compliance with all other terms and conditions of this Agreement; and (iii) Corporation’s completion of all capital improvements necessary to provide service to the Development, including, but not limited to, the 36-inch (36”) transfer line, the Blue water treatment plant, any necessary transfer station(s) and any appurtenances thereof (collectively, the “*Transfer Line*”) extending from the Corporation’s well field located in Lee County to the Corporation’s Blue transfer station, located in Travis County, situated, more or less, between FM 973 and Cameron Road. The Corporation anticipates the Transfer Line will be completed within or near the first quarter of the 2026 calendar year. However, if through no fault of the Corporation the Transfer Line is not completed by that date, this Agreement will continue to remain in full force and effective until the date of termination provided under Article VIII below.

Section 7.02 Except as otherwise provided in this section, if any approvals or authorizations from any governmental bodies are required for the Development or for the Corporation to provide retail water service to the Development, the Corporation and Developer agree to cooperate fully in any requests to such bodies for additional authorizations or approvals necessary to provide water service to the Development. Such authorizations and approvals shall be obtained at no cost to the Corporation. Developer shall pay the Corporation in advance for any reasonable expenses expected to be incurred by the Corporation in connection with seeking and obtaining such approvals and authorizations. Upon completion of the efforts to obtain such approvals and authorizations, the Corporation and Developer shall settle such expenses between them. The Corporation shall not be responsible for any default or failure under this Agreement caused by the failure of either Party to obtain any such approvals or authorizations in a timely manner. The Corporation represents

that the Development is within its Service Area and that no modifications to the CCN are necessary for the Corporation to provide retail water service to the Development.

Section 7.03 Unless otherwise agreed upon by the Corporation and indicated on the plans and specifications for the off-site improvements necessary to provide service to the Development and/or the plans and specifications for the On-Site Facilities, as reflected on **Exhibit “B”** and/or **Exhibit “C”**, respectively, all easements dedicated to the Corporation shall (i) be exclusive, (ii) no less than 20 feet in width, (iii) be located within the Development, and (iv) may not lie within a public utility easement or other overlapping easement or right-of-way. Easements shall be located on private property along a route that best facilitates the most reliable and efficient operation of the Water System Improvements. The Corporation may, in its sole discretion, waive the preceding requirements under this section. The Corporation shall have the final decision on where any easement must be located.

Section 7.04 If Developer cannot obtain any easement identified by the Corporation as necessary, Developer may request that the Corporation exercise its statutory powers of eminent domain to obtain such easement(s). Developer shall bear all costs related to such condemnation proceedings, including all consideration and litigation costs of the condemnation. The Corporation may require Developer to escrow all such projected costs before initiating any condemnation actions for Developer’s benefit. By requesting Corporation to initiate a condemnation of private property, Developer acknowledges and consents to any delays to final provision of retail public water utility service to the Development occasioned by Developer’s failure to independently provide Corporation with necessary easements.

Section 7.05 Developer covenants to provide to the Corporation one reproducible electronic copy of the proposed plat of the Development prior to recordation thereof. Once recorded, Developer shall also provide the Corporation a reproducible electronic copy of the recorded plat.

Section 7.06 The Corporation’s distribution system does not uniformly provide fire protection. If the Developer has requested and Corporation has agreed to provide additional water service capacities to the Development, sufficient to provide fire flows, the emergency standby water service shall be provided according to the Corporation’s Tariff and applicable fees.

Section 7.07 Each Party (“**Indemnifying Entity**”) agrees to protect, indemnify, defend and hold the other Party (“**Indemnified Entity**”) and its directors, officers, employees, agents and representatives free and harmless from and against any and all claims, demands, debts, suits, causes of action, losses, damages, judgments, fines, penalties, liabilities, and costs, including reasonable attorney fees and defense costs, of every kind and character occurring or in any way incident to, in connection with, or arising out of, the Development, including without limitation, such claims or demands associated with the Indemnifying Entity's breach of this Agreement, delays concerning the completion of construction of the Development, or water pressure or adequacy of service arising out of the length of service lines of the On-site Facilities, and excepting only those damages, liabilities, or costs to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnified Entity. The Indemnifying Entity further agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Indemnified Entity, its officers, directors, employees, agents and representatives from and against any and all claims, demands, debts, suits, causes of action, losses, damages, judgments, fines, penalties,

liabilities, and costs, including reasonable attorney fees and defense costs of every kind and character occurring or in any way incident to, in connection with, or arising out of, the Indemnifying Entity's noncompliance with applicable laws, ordinances and regulations and/or failure to obtain required permit(s) and approval(s) regarding this Agreement, excepting only those damages, liabilities, or costs to the extent the same are attributable to the gross negligence or willful misconduct of the Indemnified Entity. This indemnity shall survive the termination of this Agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors, representatives, and assigns.

Section 7.08 For each tract or lot within the Development, Developer shall record deed restrictions prohibiting the installation and/or use of private water wells. Developer shall also convey groundwater rights, if any, existing within the Development to the Corporation via deed as attached hereto as **Exhibit "D"**.

Section 7.09 Developer shall record deed restrictions which require all entities located within the Development that will be provided potable water by the Corporation to permanently use water conservation-oriented fixtures and devices and to encourage the selection of grasses and landscaping vegetation on lots that are drought tolerant and that minimize the need for landscape irrigation to comply with the Corporation's requirements.

Section 7.10 The Developer acknowledges, represents and agrees that:

1. It is an entity recognized by the State of Texas and is qualified in all respects to conduct business within the State of Texas.
2. It has not created or permitted any third person to create any liens, leases, options, claims, encumbrances or any other adverse rights, claims or interests with respect to the On-site Facilities that will prevent or hinder its ability to transfer good and warrantable title in same to the Corporation.
3. It or its assignee will be the true and lawful owner of the On-site Facilities to be conveyed hereunder and, no other third person or entity, public or private, will possess a right or interest, legal or equitable, nor any lien, encumbrance or other adverse claim, present or contingent, in or to the On-site Facilities.
4. It has not previously sold, assigned, transferred, leased, pledged or hypothecated its ownership interest in or to the On-site Facilities and, it will not sell, assign, transfer, lease, pledge, or otherwise hypothecate any interest in or to the On-site Facilities to any third person or entity.
5. It has not entered into any agreement, written or oral, with any third party, wherein any such third party has agreed to reimburse it for the cost of design or construction of the On-site Facilities or any portion thereof, or wherein any third party has acquired a right to purchase such facilities.
6. The contemplated transfer of the On-site Facilities to the Corporation will not violate any term, condition or covenant of any agreement to which it is a party.

7. Execution of this Agreement and the consummation of the transactions contemplated hereunder will not constitute an event of default under any contract, covenant or agreement binding upon it.
8. The contemplated transfer of the On-site Facilities to the Corporation will not violate the provisions of the United States Constitution, the Texas Constitution, or any federal, state or local law, ordinance or regulation.
9. It has not previously granted any right or option to any other person, entity or political subdivision to acquire or use the On-site Facilities and agrees to defend and hold the Corporation harmless from all claims or causes of action asserted by any third person, entity or political subdivision alleging a right or option to acquire or use the On-site Facilities or any portion thereof.
10. Except as provided herein, it has not previously entered into any agreement or caused or otherwise authorized any action that would diminish, eliminate or adversely affect the Corporation's contemplated ownership or use of the On-site Facilities or the value of same.

Section 7.11 The Corporation acknowledges, represents and agrees that:

1. This Agreement has been duly and validly executed and delivered by Corporation and that this Agreement constitutes the legal, valid and binding agreement of the Corporation enforceable against the Corporation in accordance with its terms.
2. The representative of the Corporation signing this Agreement has full power and authority to execute and deliver this Agreement and to carry out the transaction(s) contemplated hereby.
3. Corporation has taken all actions required by applicable laws and its constituent documents to carry out the provisions in this Agreement. This Agreement has been duly executed and delivered by Corporation.
4. Corporation has the financial ability to complete the transactions contemplated by this Agreement.
5. Corporation holds a water CCN and Service Area that includes the Development, and the Corporation is not subject to any order or enforcement action from the TCEQ prohibiting it from providing retail water service to the Development in the quantities provided herein.

### **Article VIII.**

#### **TERM AND CANCELLATION**

Section 8.01 This Agreement will be effective on the date of execution set forth below by the authorized representatives of the Corporation and the Developer and will continue in effect for a period of four (4) years, unless the Parties extend the term via one or more one-year Extension

Periods, as provided under Section Article IV, above. Any extension of this Agreement beyond six (6) years of the Effective Date must be approved by the Corporation's Board of Directors.

Section 8.02 In the event the Corporation's service obligation terminates pursuant to any provisions of this Agreement, Developer shall have responsibility for any liability, costs or damages incurred by Corporation and shall have the obligation to reimburse the Corporation for any costs or expenses. Corporation shall have no obligation to reimburse the Developer for any costs or expenses and shall have no responsibility for any liability, costs or damages incurred by the Developer. Further, in the event of termination of this Contract, the Developer shall not be authorized to proceed with construction and installation of the Development and shall enter into a new agreement with the Corporation setting forth the terms and conditions pursuant to which the Corporation will provide service to the Development thereafter.

## **Article IX.**

### **NOTICE**

Section 9.01 All notices, demands, requests, and other communications between the Parties required or permitted hereunder shall be in writing, except where otherwise expressly provided herein, and shall be deemed to be delivered when actually received; provided that if the communication is sent by depositing it in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, addressed to the appropriate addressee as follows, or to such other location or address for a party for which notice has been given by such party in the same manner, the same shall be deemed to have been received on the second mail delivery day following the day on which the communication is so postmarked.

If to the Corporation:

Manville Water Supply Corporation  
ATTN: General Manager  
P.O. Box 248  
Coupland, TX 78615

With copy to:  
Manville Water Supply Corporation  
c/o Law Office of Zachariah T. Evans  
2900 W. Anderson Lane  
Ste. C-200, #354  
Austin, Texas 78757

If to Developer:

Coupland Independent School District  
ATTN: Dr. Earl Parcell, Superintendent  
P.O. Box 217  
Coupland, TX 78615



## **Article X.**

### **DEFAULT**

Section 10.01 In the event a Party defaults in the payment of any amounts due under this Agreement or in the performance of any material obligation to be performed by that Party (“**Defaulting Party**”), under this Agreement, the other Party (“**Non-Defaulting Party**”) will have the right to temporarily limit performance under this Agreement until such default is cured by the Defaulting Party. Before exercising this right, the Non-Defaulting Party will give the Defaulting Party written notice of the default and of the opportunity to cure the same. In the event the default remains uncured, after the Non-Defaulting Party gives the Defaulting Party the aforesaid written notice of default, for a period of (i) fifteen (15) days in the event of a monetary default or (ii) thirty (30) days in the event of a non-monetary default, then the Non-Defaulting Party will have the right to permanently limit performance under this Agreement to a level commensurate with the financial or operational impact on the Non-Defaulting Party resulting from such default and/or, for the Corporation, stop making new retail connections to Customers. Before permanently restricting water services to the Customers, the Corporation will give the Developer an additional thirty (30) days’ written notice of its intent to do so and the opportunity to cure the default, failing which the permanent restrictions will take effect. Finally, in the event the default remains uncured by Developer, the Corporation may terminate its obligation to provide water service to all areas within the Development other than Customers receiving water service at that time.

Section 10.02 It is not intended hereby to specify (and this Agreement will not be considered as specifying) an exclusive remedy for any default, but all such other remedies existing at law or in equity may be availed of by any Party hereto and will be cumulative of the remedies provided herein. Recognizing however, that the failure in the performance of the Corporation’s obligations hereunder could not be adequately compensated in money damages alone, the Corporation agrees, in the event of any default on its part, that the Developer will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination of this Agreement) which may also be available. Recognizing that failure in the performance of the Developer’s obligations hereunder could not be adequately compensated in money damages alone, the Developer agrees in the event of any default on its part that the Corporation will have available to it the equitable remedies of mandamus and specific performance in addition to any other legal or equitable remedies, which may also be available to the Corporation including, without limitation, the right of the Corporation to obtain a writ of mandamus or an injunction against the Developer.

## **Article XI.**

### **GENERAL PROVISIONS**

Section 11.01 Developer shall comply with, and all rights accruing to Developer pursuant to this Agreement shall be subject to, the Corporation's Bylaws, Tariff, rules, and regulations, as they are promulgated from time to time.

Section 11.02 The Constitution and laws of the State of Texas and the decisions of its courts shall govern with respect to any question or controversy which may arise under this Agreement.

Section 11.03 A waiver by any Party hereto of any default by another party hereunder shall not be deemed a waiver by such Party of any default by other Parties which may thereafter occur.

Section 11.04 This Agreement contains the entire agreement between the Parties and may be amended only by an express written agreement signed by the Parties.

Section 11.05 This Agreement is binding upon and inures to the benefit of the Parties hereto, and their respective successors, representatives and assigns. This Agreement may not be assigned by any Party without the prior written consent of the other Party.

Section 11.06 The water service to be provided under this Agreement by the Corporation applies only to the Development and may not be assigned or transferred to any other property without the prior written consent of the Corporation.

Section 11.07 Each of the Parties hereto agrees to take all such further actions as may be reasonably required from time to time, in order to fulfill their respective obligations and agreements hereunder and to ensure the binding effect of this Agreement.

Section 11.08 This Agreement shall be executed in counterpart originals, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Agreement.

Section 11.09 This Agreement shall be construed and enforced in accordance with Texas law. Venue for the litigation of any dispute arising hereunder shall be in Williamson County, Texas. Venue for any dispute within the jurisdiction of the TCEQ shall be before the TCEQ and for any appeal from a final decision of the TCEQ shall be in Travis County, Texas.

Section 11.10 In the event any provision contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, it should be reformed and construed in such a manner that it will, to the maximum extent practicable, be deemed to be valid and enforceable. Otherwise, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein; provided, however, if the deletion of such provision would materially and adversely affect the consideration given or received by either party under the agreement, the affected party may elect to terminate this agreement by promptly providing notice to the other party.

Section 11.11 The title of this Agreement, titles and headings of articles and sections hereof have been inserted for convenience of reference only and are not to be considered a part hereof and will not in any way modify or restrict any of the terms or provisions hereof and will never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 11.12 The undersigned signatory for Developer hereby represents and warrants that such signatory has full and complete authority to enter into this Agreement on behalf of Developer.

Section 11.13 In the event any term or condition of this Agreement conflict with the Corporation's Tariff, this Agreement shall prevail.

*[Execution pages and exhibits follow.]*

EXECUTED AS OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**MANVILLE WATER SUPPLY CORPORATION**

By: \_\_\_\_\_  
Erik Prinz, General Manager

ATTEST:

By: \_\_\_\_\_  
Rexanne Pilkenton, Asst. General Manager

**STATE OF TEXAS                   §**  
**§**  
**COUNTY OF WILLIAMSON       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, \_\_\_\_\_ of Manville Water Supply Corporation, on behalf of said Corporation.

\_\_\_\_\_  
Notary Public, State of Texas

(SEAL)

**COUPLAND INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Earl Parcell, Superintendent

**STATE OF TEXAS**

§  
§  
§

**COUNTY OF \_\_\_\_\_**

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2024,  
by Earl Parcell, Superintendent of Coupland Independent School District.

\_\_\_\_\_

Notary Public, State of Texas

(SEAL)



**WALSH GALLEGOS**  
KYLE ROBINSON & ROALSON P.C.

To: Dr. Earl Parcell, Superintendent of Schools, Coupland ISD

From: Ms. Marianella Joseph, Attorney, Walsh Gallegos Kyle Robinson & Roalson, P.C.

Date: Thursday, November 14, 2024

Re: Coupland ISD – Non-Standard Retail Water Service Agreement with Manville Water Supply Corporation

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## **I. General Background**

Coupland Independent School District (the “District”) is currently building a middle school campus on a 61.7162-acre tract, which is located entirely Manville Water Supply Corporation (“Manville”) service area for water. The District has requested Manville to provide water services to the campus; therefore, Manville provided a draft of a Non-Standard Retail Water Service Agreement (the “Agreement”) for the Board’s consideration.

The following is a summary of the relevant provisions of the Agreement:

1. The District requested and Manville has conditionally approved the provision of 31 LUEs of water service. The District may need an additional 6 LUEs for campus expansion.
2. To reserve these 31 LUEs, the District must pay to Manville 50% of the Capital Recovery Fee, totaling \$374,201 (\$12,071 x 31 LUEs). The reservation is for one year.
3. The reservation of LUEs may be extended for two additional one-year periods, upon payment of additional fees.
4. The District must pay a plan review fee (for the On-Site Facilities) of \$3,600.00
5. The District must pay a cost estimate for inspection fees/action plan/administrative & filing fees.
6. The District must convey the groundwater rights to Manville by a separate Groundwater Deed. This deed includes all water rights but does not include the right to enter the property or drill.
7. The Agreement also includes conveying easements, installation of water lines, connection to public lines, and installation of water meters.

District Administration and legal counsel are currently negotiating the terms of the Agreement with Manville.

**COUPLAND INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES  
RESOLUTION AUTHORIZING THE NON-STANDARD RETAIL WATER SERVICE  
AGREEMENT WITH MANVILLE WATER SUPPLY CORPORATION, WHICH  
INCLUDES THE SCHOOL DISTRICT'S CONVEYANCE OF GROUNDWATER  
RIGHTS**

**WHEREAS**, pursuant to Texas Education Code section 11.154, the Board of Trustees of the Coupland Independent School District (“District”) is authorized to convey real and personal property;

**WHEREAS**, the District is currently developing its property located on 350 CR 460, Coupland, Texas 78615 for the Coupland Middle School campus (“Middle School”), said real property is described as approximately 61.7162 acres out of the Joseph Jordan Survey, Abstract No. 357, in Williamson County, Texas, more particularly described in the attached **Exhibit A**, (the “District Property”);

**WHEREAS**, the Middle School property is located in its entirety in the extraterritorial jurisdiction (“ETJ”) of the City of Coupland, Texas;

**WHEREAS**, in furtherance of this development, the District is working with Manville Water Supply Corporation (“Manville”) for Manville’s provision of the water supply to serve the Middle School;

**WHEREAS**, the site of the Middle School is within the certified service area and under Manville’s Certificate of Convenience and Necessity No. 11144, and Manville is the sole purveyor of retail water in the area;

**WHEREAS**, Manville seeks easements and rights-of-way in order to adequately serve the Middle School project;

**WHEREAS**, the District Administration has worked with Manville to negotiate a Non-Standard Retail Water Service Agreement (“Agreement”), attached as **Exhibit B**, which provides for water service to the Middle School project, upon the District’s payment of all costs to extend Manville’s necessary facilities, including payment of Capital Recovery Fees and other related fees to Manville;

**WHEREAS**, Manville also seeks a Groundwater Deed, which grants to Manville all of the District’s right, title, and interest (if any) in and to the underground water, percolating water, artesian water, and any other water from any and all depths and reservoirs, formations, depths, and horizons beneath the surface of the District Property, but not the rights to drill on the District Property, attached as **Exhibit C**;

**WHEREAS**, the Board of Trustees has determined that the conveyance of the Groundwater Deed to Manville will benefit the District in the form of neighboring water facilities available for the Middle School project and serves a legitimate public purpose and possible future use;

**WHEREAS**, the Board of Trustees has determined that the District will receive value in the form of water service to the Middle School project, consistent with the Agreement; and

**WHEREAS**, reasonably adequate controls are in place to ensure that such benefits are received by the District, since the Agreement sets out the water service to be provided for the further support of the utility service improvements and water services to be provided by Manville to the Middle School project.

**NOW THEREFORE BE IT RESOLVED,**

---

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. That the Board of Trustees of the Coupland Independent School District approves the Agreement, attached and incorporated hereto as **Exhibit B**.

3. That the Board of Trustees of the Coupland Independent School District approves the Groundwater Deed, attached and incorporated hereto as **Exhibit C**, of the Agreement.

4. That the Board of Trustees authorizes the Board President to execute the Agreement and the Groundwater Deed.

5. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Coupland Independent School District at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this 14<sup>th</sup> day of November, 2024.

By: \_\_\_\_\_  
Ms. Crystal Ward, President  
Board of Trustees of the Coupland Independent  
School District

ATTEST:

\_\_\_\_\_  
Mr. David Young, Secretary  
Board of Trustees of the Coupland  
Independent School District



CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing Resolution was presented to the Board of Trustees of the Coupland Independent School District during a properly scheduled meeting on November 14<sup>th</sup>, 2024. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the Resolution be adopted, and such Resolution was then adopted according to the following vote:

Ayes: \_\_\_\_\_

Noes: \_\_\_\_\_

Abstentions: \_\_\_\_\_

To certify which, witness my hand on the 14<sup>th</sup> day of November, 2024.

By: \_\_\_\_\_  
Mr. David Young, Secretary  
Board of Trustees of the Coupland Independent  
School District

THE STATE OF TEXAS

§

ACKNOWLEDGEMENT

§

COUNTY OF WILLIAMSON

§

BEFORE ME, a Notary Public, appeared Ms. Crystal Ward, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Coupland Independent School District; that she was authorized to execute such instrument pursuant to Resolution of the Board of Trustees adopted on November \_\_\_\_\_, 2024; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the \_\_\_\_\_ day of November, 2024.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**

**DISTRICT PROPERTY**

61.6 ACRES OF LAND, MORE OR LESS, OUT OF THE JOSEPH JORDAN SURVEY, ABSTRACT NO. 357, IN WILLIAMSON COUNTY, TEXAS, AND BEING A PART OF A 57.895 ACRE TRACT, AS DESCRIBED IN DEED FROM DELORES KAY MCCULLOUGH AND HUSBAND, JAMES F. MCCULLOUGH AND CHARLES ALLEN HAISLER TO GEORGE W. DENNIS, JR., AND WIFE, CYNTHIA R. DENNIS, RECORDED IN VOLUME 2372, PAGE 5, OFFICIAL RECORDS, AND 20.00 ACRE TRACT, FROM DELORES KAY MCCULLOUGH AND CHARLES ALLEN HAISLER TO GEORGE W. DENNIS, JR., AND WIFE, CYNTHIA R. DENNIS, RECORDED IN VOLUME 2372, PAGE 1, OFFICIAL RECORDS, CORRECTED IN VOLUME 2457, PAGE 842, OFFICIAL RECORDS, AND 20.00 ACRES TRACT, FROM STANLEY LEE FULTON TO GEORGE W. DENNIS, JR., AND WIFE, CYNTHIA R. DENNIS, RECORDED UNDER DOCUMENT NO. 2003106004, OFFICIAL PUBLIC RECORDS, AND 20.00 ACRE TRACT FROM GEORGE WESLEY DENNIS TO GEORGE W. DENNIS, JR., AND WIFE, CYNTHIA R. DENNIS, RECORDED UNDER DOCUMENT NO. 2003106002, OFFICIAL PUBLIC RECORDS, WILLIAMSON COUNTY, TEXAS.

**EXHIBIT B**  
**NON-STANDARD RETAIL WATER SERVICE AGREEMENT WITH**  
**MANVILLE WATER SUPPLY CORPORATION**

**EXHIBIT C**  
**GROUNDWATER DEED**

	Current	Proposed
January	Annual Audit report for Prior Year (PY)	Consider budget plan/timeline
	Approve audit firm for upcoming year	Superintendent Annual (Summative) Evaluation
	Consider budget plan/timeline	Superintendent Contract Consideration
	Superintendent Annual (Summative) Evaluation	Public Hearing FIRST
	Superintendent Contract Consideration	
		Superintendent's evaluation form approved if changes needed
	Superintendent's evaluation form approved if changes needed	Set Superintendent Goals for following year
	Set Superintendent Goals for following year	Begin District Goal Setting
	Begin District Goal Setting	Determine/plan summer projects
	Determine/plan summer projects	
February	Public Hearing FIRST	Public Hearing TAPR
	Public Hearing TAPR	Adopt School Calendar
	Adopt School Calendar	Approve audit firm for upcoming year
		Determine/plan summer projects
	Proposed school calendar	Proposed school calendar
Discipline Report	Discipline Report	
March	Teacher contract renewal	Teacher contract renewal
	Finalize district goals	Finalize district goals
	Review Technology Plan Updates	Review Technology Plan Updates
Set calendar for end of year activities/graduations	Set calendar for end of year activities/graduations	
April	Review compensation/benefits package	Review compensation/benefits package
	Board Self Evaluation	Board Self Evaluation
		Approve summer projects
		CNS-Meal-Prices
		ESL/Summer School Plan
		IMA & TEKS Certification
	Estimated Certified Values	Estimated Certified Values
May	Bank depository bids (Every other year)	Bank depository bids (Every other Odd year)
	Approve summer projects	Approve summer projects
		MOU with McDade for Sped Shared Services
	Begin budget planning	Begin budget planning
	Review Professional Development Report	Review Professional Development Report
Review District/Campus Improvement Plan	Review District/Campus Improvement Plan	
June	Superintendent Annual (Summative) Evaluation	Superintendent Annual (Formative) Evaluation
	Superintendent Contract Consideration	Superintendent Contract Consideration
		Cafeteria Services Report and Prices for the next year
	Cafeteria Services Report and Prices for the next year	Intent to Apply for ESSA/Grant Funds
		MOU for DAEP?
	Budget Planning Continued	Budget Planning Continued/Budget Workshop
	Consider new or modified programs for upcoming school year	Consider new or modified programs for upcoming school year
	Review Employee/Staff Handbook Draft	Review Employee/Staff Handbook Draft

	Review Student Handbook & Code of Conduct Draft	Review Student Handbook & Code of Conduct Draft
	Superintendent's mid-year review (Executive Session)	Superintendent's mid-year review (Executive Session)
July	Approve Employee/Staff Handbook	Approve Employee/Staff Handbook
	Approve <b>Student Handbook</b> & Code of Conduct	Approve <b>Student Handbook</b> & Code of Conduct
	Order Trustee election and approve contract for election services (Even years only)	Order Trustee election and approve contract for election services (Even years only)
	Establish Trustee Election Dates (Even years only)	Establish Trustee Election Dates (Even years only)
	Budget Workshop	<del>Budget Workshop</del> <b>Preliminary Budget</b>
	Certified Values	Certified Values
	Consider attending TASB Conference in September	Consider attending TASB Conference in September
	Select TASB Delegate and Alternate	Select TASB Delegate and Alternate
	Announcement of Board continuing education hours and release to media	Announcement of Board continuing education hours and release to media
August	Amend budget for current year	Amend budget for current year
	Approve budget for upcoming year	Approve budget for upcoming year
	Accept certification of appraisal roll for certified taxable values	Accept certification of appraisal roll for certified taxable values
	Approval of clubs for extra-curricular absence purposes	Approval of clubs for extra-curricular absence purposes
	Approve district teacher appraisal calendar	Approve district teacher appraisal calendar
	Set the Tax rate (Special Board Meeting)	Set the Tax rate (Special Board Meeting)
	Budget Hearing (Special Board Meeting)	Budget Hearing (Special Board Meeting)
		Commit Fund Balance
	Review Multi-Hazard Emergency Operations Plan	Review Multi-Hazard Emergency Operations Plan
September	Class Size Waiver (if necessary)	Class Size Waiver (if necessary)
	Approve District/Campus Improvement Plan	Approve District/Campus Improvement Plan
	Approve Bastrop & Williamson County Adjunct Faculty Agreement	Approve Bastrop & Williamson County Adjunct Faculty Agreement
	Procedure for Dismissal of school due to weather conditions	Procedure for Dismissal of school due to weather conditions
	Beginning school enrollment reports	Beginning school enrollment reports
	Free & reduced lunch information	Free & reduced lunch information
October	Approval of tax roll resolution Williamson and Travis County	Approval of tax roll resolution Williamson and Travis County
	Set Board meeting for canvassing for canvassing election return (even years only)	Set Board meeting for canvassing for canvassing election return (even years only)
	Plan Team of 8 training	Plan Team of 8 training
	Staff Appreciation Event Planning	Staff Appreciation Event Planning
November	Canvass Ballots for trustee election (Oath of Office)	Canvass Ballots for trustee election (Oath of Office)
	Induct new Board members	Induct new Board members

December

Board reorganization	Board reorganization
	HB 3033 Business days??
	<b>Public Hearing FIRST</b>
Provide new board member(s) with local orientation	Provide new board member(s) with local orientation
Fall ADA Report	Fall ADA Report
Special populations enrollment	Special populations enrollment
Plan for Superintendent Evaluation	Plan for Superintendent Evaluation
	Staff Appreciation Event Planning
Announcement of Board Continuing Education hours	Announcement of Board Continuing Education hours
Review of Board Operating Procedures	Review of Board Operating Procedures
	Annual Financial Audit report for Prior Year (PY)
Consider Budget Plan/timeline	
Staff Appreciation Event	Consider Budget Plan/timeline
Superintendent's Mid-year review (Executive Session)	Staff Appreciation Event
Superintendent delivers self evaluation and required evaluation reports	Superintendent's Mid-year review (Executive Session)
	Superintendent delivers self evaluation and required evaluation reports



# Board of Trustees

Date of Meeting

Item Type

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
-------------	--

Contact Person

E-Mail Address



[Enhance District >](#)

## Current Trustee Training Requirements



Serving as a school board member comes with plenty of challenges. Earning and reporting training credit hours shouldn't be one of them.

Whether you're a new board member learning about training requirements for the first time, or an experienced board member ready to learn about options that better suit your interests, TASB has you covered.

We offer a variety of professional development that helps you earn continuing education credit (CEC) while growing in your role and feeding your passions for school governance. All training options for trustees are based on the continuing education requirements adopted by the State Board of Education.

### Find your training

I want information for...

New Board Members ▼

### New Board Member Training Requirements (First year of service)

<b>First 90 days</b>	
<b>Open Meetings Act (OMA)</b> 1–2 hours	Available through TASB's <a href="#">Online Learning Center</a> or other registered providers.
<b>Public Information Act (PIA)</b> 1–2 hours	PIA training may be delegated by district policy.
<b>First 120 days</b>	
<b>Local District Orientation</b> 3 hours	Provided by your school district.
<b>Orientation to the Texas Education Code</b> 3 hours	Provided through <a href="#">your local Education Service Center</a> (ESC).
<b>Evaluating and Improving Student Outcomes</b> 3 hours	<a href="#">Available through TASB</a> or other authorized providers.
<b>Sexual Abuse, Human Trafficking, and Other Maltreatment of Children</b> (Child Abuse Prevention) 1 hour	<a href="#">Available through TASB</a> or other registered providers.

<b>School Safety</b> 2 hours	Provided through <a href="#">TEA Learn</a> .
<b>Within first year</b>	
<b>Cybersecurity</b> 1 hour	See the <a href="#">Texas Department of Information Resources</a> for providers.
<b>Team Building</b> 3 hours	<a href="#">Available through TASB</a> or other registered providers.
<b>Additional Required Training</b> 10 hours	<a href="#">Available through TASB</a> : Additional education based on Framework for School Board Development is available through TASB's conferences, events, and continuing education programs. Also available through other providers.

## Online Learning Center

New board members earn continuing education credits and find the courses you need to expand your knowledge and successfully serve on your school board.

[LEARN MORE](#)

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## Texas Association of School Boards

P.O. Box 400

Austin, TX 78767-0400

512.467.0222

[tasb@tasb.org](mailto:tasb@tasb.org)

[Enhance District >](#)

## Current Trustee Training Requirements



Serving as a school board member comes with plenty of challenges. Earning and reporting training credit hours shouldn't be one of them.

Whether you're a new board member learning about training requirements for the first time, or an experienced board member ready to learn about options that better suit your interests, TASB has you covered.

We offer a variety of professional development that helps you earn continuing education credit (CEC) while growing in your role and feeding your passions for school governance. All training options for trustees are based on the continuing education requirements adopted by the State Board of Education.

### Find your training

I want information for...

Experienced Board Mem... ▼

### Experienced Member Training Requirements (More than one year of service)

**Note:** Required hours will vary year to year depending on how the Post-Legislative Update, Child Abuse, and Student Achievement and Accountability hours fall for an individual trustee.

<b>Annual</b>	
<b>Cybersecurity</b> 1 hour	See the <a href="#">Texas Department of Information Resources</a> for providers.
<b>Team Building</b> 3 hours	<a href="#">Available through TASB</a> or other registered providers.
<b>Additional Required Training</b> 5 hours (Up to 5 hours online; up to 1 hour using self-instructional materials)	<a href="#">Available through TASB</a> : Additional education based on Framework for School Board Development is available through TASB's conferences, events, and continuing education programs. Also available through other providers.
<b>Biennial (every other year)</b>	
<b>Sexual Abuse, Human Trafficking, and Other Maltreatment of Children</b> (Child Abuse Prevention) 1 hour	<a href="#">Available through TASB</a> or other registered providers.

<b>Update to the Texas Education Code</b> Sufficient length ~ 1–2 hours after each legislative session	<a href="#">Available through TASB</a> or other registered providers.
<b>Evaluation and Improving Student Outcomes</b> 3 hours (By the second anniversary of completion of previous training)	<a href="#">Available through TASB</a> or other authorized providers.
<b>School Safety</b> 2 hours	Provided through <a href="#">TEA Learn</a> .

## Report and track your continuing education credit with TASB

Once you've taken training through TASB, it's easy to report and track the credit you've earned.

[VIEW AND REPORT](#)

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BOARD MEMBERS  
TRAINING AND ORIENTATION

BBD  
(LOCAL)

**Public Information  
Coordinator**

After Election or  
Appointment

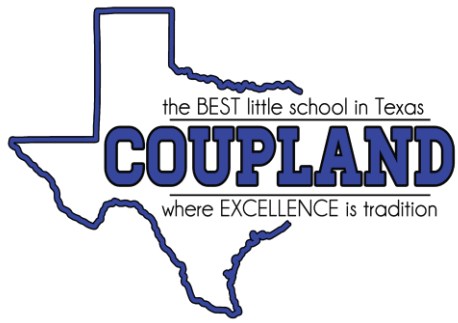
The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

After a Violation

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

**Reporting  
Continuing  
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.



# COUPLAND ISD

620 S COMMERCE ST  
COUPLAND, TX 78615  
512-856-2422

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## Future Board Meetings

- July 18, 2024
- August 19, 2024
- September 3, 2024 GMP
- September 12, 2024
- October 10, 2024
- November 14, 2024
- December 12, 2024
- January 16, 2025
- February 13, 2025
- March 20, 2025
- April 10, 2025
- May 8, 2025
- June 12, 2025



# Board of Trustees

Date of Meeting

Item Type

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
-------------	--

Contact Person

E-Mail Address

SUPERINTENDENT  
EVALUATION

BJCD  
(LOCAL)

**Written Evaluation**

The Board shall prepare a written evaluation of the Superintendent at annual or more frequent intervals.

The Board shall furnish the Superintendent with a copy of the completed evaluation and shall discuss its conclusions with the Superintendent in a closed meeting, unless the Superintendent requests that the discussion be open.

**Informal Evaluation**

The Board may at any time conduct and communicate oral evaluations to augment its written evaluations.



**Employment and  
Evaluation**

The board shall adopt a policy providing for the employment and duties of district personnel. The employment policy must provide that the board employs and evaluates the superintendent. *Education Code 11.1513(a)(1)* [See DC]

**Appraisal Process**

A board shall appraise a superintendent annually using either:

1. The commissioner of education's recommended appraisal process and criteria; or
2. An appraisal process and performance criteria that are:
  - a. Developed by the district in consultation with the district- and campus-level committees; and
  - b. Adopted by the board.

*Education Code 21.354(c)*

In addition to other procedures and criteria determined by the board, the commissioner's recommended appraisal process and criteria shall include, at a minimum, an annual evaluation of the superintendent and a student performance domain. Completion of the Lone Star Governance superintendent evaluation may satisfy these requirements. *19 TAC 150.1031(b)-(c)*

Annual  
Performance Report

The information in the annual report describing the educational performance of a district [see AIB] shall be a primary consideration of the board in evaluating the superintendent. *Education Code 39.307(3)(C)*

**Penalty for  
Noncompliance**

Funds of the district may not be used to pay a superintendent who has not been appraised in the preceding 15 months. *Education Code 21.354(d)*

**Confidentiality**

A document evaluating the performance of a teacher or administrator is confidential and is not subject to disclosure under the Public Information Act, Government Code Chapter 552. *Education Code 21.355* [For disclosure requirements on evaluations, see GBA.]



# Board of Trustees

Date of Meeting	
Item Type	

Item Name	
District Goal	
Summary  (Purpose / Objective)	
Fiscal Impact	
Administrative Recommendation	

Attachments	
-------------	--

Contact Person	<input type="text"/>	E-Mail Address	<input type="text"/>
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# November

2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5 Election Day	6	7	8	9
10	11	12	13	14 Board Meeting @ 6 PM FIRST Report Hearing Bsk vs. Gause @ 5:15	15	16
17	18	19	20	21 Thanksgiving Meal at school	22	23
24	25	26	27	28	29	30

# December

2024

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2 Bsk vs. Giddings (Immanuel) @ 5:15	3	4	5	6 Staff Appreciation	7
8	9	10	11	12 Board Meeting @ 6:00pm	13	14
15	16 Bsk @ Thorndale @ 5:00	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

# January

2025

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9 Bsk vs. Georgetown (St. Helens) @ 5:15	10	11
12	13 Bsk @ Gause @ 4:00	14	15	16 Board Meeting @ 6:00pm	17	18
19	20	21	22	23 Bsk @ Thorndale (St. Paul) @ 4:00	24	25
26	27 Bsk @ Serbin (St. Paul) @4:00	28	29	30	31	