

Agenda of Workshop Meeting

The Board of Trustees Copperas Cove Independent School District

A Workshop Meeting of the Board of Trustees of Copperas Cove Independent School District will be held July 15, 2024, beginning at 12:00 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

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

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Minutes of Workshop Meeting

The Board of Trustees

Copperas Cove Independent School District

A Workshop Meeting of the Board of Trustees of Copperas Cove Independent School District was held Monday, June 10, 2024, beginning at 12:00 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

Members Present: *Joan Manning, Inez Faison, Mike Wilburn, John Gallen, Heather Copeland, and Jeff Gorres*

Members Absent: *S. Ann Davis*

Staff Present: *Dr. Joe Burns, Amanda Crawley, Dr. Jimmy Schuck, Tracie Phillips, Kurtis Quillin, Clifton Heath, Maron Samuel, and Monica Hall*

1. Call to Order

The meeting was called to order at 12:01 PM

2. Consent Agenda

A. Board of Trustees Meeting Minutes

1. Workshop Meeting Minutes May 13, 2024
2. Regular Meeting Minutes May 14, 2024

B. Personnel

1. New Hires
2. Renew Professional Staff Contracts

C. Purchase of Items Exceeding \$25,000

1. Purchase of 34 Interactive Panels to be used at Copperas Cove High School, Copperas Cove Junior High School, S.C. Lee Junior High School (TASB BuyBoard Contract #661-22 - \$84,500.00 - ESSER III Funds)
2. Carnegie Mathematics Curriculum for Geometry and Algebra 2 at CCHS (TIPS #220105 - \$58,766.15 - Budgeted Funds)

D. Budget Amendment(s)

3. Consider and Discuss Legal Services Contracts for the 2024-2025 School Year

In accordance with BDD(LOCAL), the Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representatives in matters requiring legal service.

CCISD retains the services of three individual law firms throughout the year, not including our relationship with the Texas Association of School Boards. The three firms are:

- 1. Powell Law Group, LLP (No Retainer Fee with TREA Membership)*
- 2. Walsh, Gallegos, Treviño, Kyle & Robinson PC (\$1,000)*
- 3. Geneva Jones & Associates, PLLC (No Retainer Fee)*

4. Consider and Discuss Agreements with Tarleton State University for the 2024-2025 School Year

CCISD and Tarleton State University are requesting to partner for on campus Dual Credit through the Tarleton Today program. Tarleton Today is an affordable dual enrollment program for Texas high school students who seek to challenge themselves and accelerate their college preparation.

5. Consider and Discuss the CCISD Credit by Exam (CBE) and Exam for Acceleration (EA) List of Tests for Both Acceleration and/or Credit Recovery Purposes
According to EHDC (LEGAL), with board approval a district shall develop or purchase examinations for acceleration that thoroughly test the essential knowledge and skills for each primary grade level and for credit for secondary school academic subjects. UT High School CBEs for acceleration meet the CBE certification requirements outlined in 19 TAC 74.24 Credit by Exams (c) and are available for testing. According to EHDB (LEGAL), a criterion-referenced test approved by the Board for the applicable course can be used to earn credit through credit by examination with prior instruction. UT High School CBEs will also be used for credit recovery since the district-developed examinations for credit recovery do not meet the criteria outlined in 19 TAC 74.24 Credit by Exams (c).
6. Consider and Discuss the 2024-2025 Impact Aid Travel
In the 2023-2024 school year CCISD received \$10,089,922.84 in Impact Aid funds. Payments included a final payment for 2021-2022 school year in the amount of \$5,138,158.00 and a final payment for 2022-2023 school year in the amount of \$4,666,196.84. Current year funding is \$333,287.00. Because this funding is so important to us, each year the administration requests permission for Board members and administrators to travel out of state in order to attend Impact Aid related meetings and events. Attendance at these meetings ensures we are aware of events and legislative proposals that might have a negative effect on Impact Aid funding. The following is a list of the Impact Aid travel we are aware of for the 2024-2025 school year:
- | | | |
|--------------------------------|------------------------------|-------------------------|
| <i>NAFIS Fall Conference</i> | <i>9/22/2024 - 9/24/2024</i> | <i>Washington, D.C</i> |
| <i>OASIS Conference</i> | <i>November, 2024</i> | <i>Tulsa, OK</i> |
| <i>TAFIS Board Meeting</i> | <i>December, 2024</i> | <i>San Antonio, TX</i> |
| <i>NAFIS Spring Conference</i> | <i>3/9/2025 - 3/11/2025</i> | <i>Washington, D.C.</i> |
7. Consider and Discuss the Installation of Security Fencing on Campuses
In the 2023 Texas Legislative session the Legislature approved the 2023-2025 School Safety Standards Formula Grant. This grant established a School Safety Standards Rule and provides funding to address the required components. These components include fencing, exterior doors, ground level exterior windows, silent panic alert technology and the installation of these items. One of the items we have been seeking vendors for is the installation of fencing that meets the new standard. We initially reached out to Texas Correctional Industries (TCI) as they provide a cost effective solution for other governmental entities. However, TCI's schedule and limits on accessibility due to using inmate labor created a variety of issues when trying to schedule work. We have worked through a few other state bid list vendors and have settled on DHMSA Construction out of San Antonio. This vendor quoted the same specifications as TCI and included an anti-scaling device on the top of the fencing that is not as institutional looking as the barbed wire quote by TCI.
8. Consider and Discuss to Increase the District's Employee Health Contribution
On May 6, 2024, TRS released the Health Insurance Premiums rates for 2024-2025. Employee only coverage, on the most affordable plan, will have a monthly premium of \$446. With the current contribution of \$420, the District will no longer be able to offer a fully employer paid option for employee only coverage. The fully paid plan is very effective when recruiting, as not all districts are able to offer this.
9. Consider and Discuss Replacing the Fire Panel and Fire Alarm System at S.C. Lee Junior High School (Firetrol Protection Systems - TASB BuyBoard Contract #574-18 - \$173,900.00 - Fund Balance)
A number of campuses in the District have been experiencing issues with their fire control panels. The campus with the most urgent need is S.C. Lee Junior High School. Mr. Richard Brown, CCISD Director of Maintenance, has been reaching out to vendors who have the ability to replace the panels, wiring and sensors. The recommended vendor is Firetrol Protection Systems.
10. Consider and Discuss the Employment of a Campus Principal for Copperas Cove High School

As a result of Dr. Jimmy Shuck being named the Assistant Superintendent for Operations and Support, CCISD began the process of seeking a Campus Principal for Copperas Cove High School. The District received 8 applications for the position. The District established a selection committee that included a School Board member, the Deputy Superintendent for Instructional Services, the Director of Instrumental Music, the Director of Athletics, a CCHS math teacher, a CCHS CTE teacher, a CCHS LOTE teacher and the superintendent. Interviews were conducted with two candidates on June 6, 2024. The committee's recommendation will be presented to the Board at the workshop meeting on June 10, 2024.

11. Consider and Discuss to Adopt a Board Policy for Naming Facilities - CW (LOCAL)
Recently the District received and acted upon a request to rename a portion of Bulldawg Stadium. This request brought to our attention that CCISD does not have a local policy that provides information and guidance regarding the naming of facilities, buildings, programs, etc. After consulting the Board President I engaged a number of community members to serve on a working group to review facility naming policies provided by the Texas Association of School Boards. The working group was charged with reviewing policies and then providing a recommendation to the Board for consideration.
12. Consider and Discuss Superintendent's Performance Evaluation (Formative)
In accordance with BJCD(LEGAL) and BJCD(LOCAL), the Board shall appraise the Superintendent annually. One of the required activities is a formative conference.
13. Report Items
 - A. Resignations (Written Only)
 - B. Monthly/Quarterly Financial Report (Written Only)
 - C. 2024- 2025 Preliminary Budget Report
 - D. Presentation - Capturing Kids' Hearts Implementation Update
Marshall Chauvin, Jeff Shannon, Pat Crawley, Dr. Amber Loubiere, Stephanie Miller (CKH Representative), & Kristen Booth (CKH Representative)
14. Information Items
 - A. Board of Trustees Calendar
 - B. Proposed Board Meeting Dates for 2024-2025

Closed Session

The meeting was adjourned into closed session at 1:11 PM for personnel matters (551.074, 551.071, & 551.129) under the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code 418.183(f).

Open Session

The meeting reconvened into open session at 2:28 PM

15. Adjourn
The meeting was adjourned at 3:45 PM

Joan Manning, President

Mike Wilburn, Secretary

Minutes of Regular Meeting

The Board of Trustees Copperas Cove Independent School District

A Regular Meeting of the Board of Trustees of Copperas Cove Independent School District was held Tuesday, June 11, 2024, beginning at 6:30 PM in the CCISD Board Room, 408 S. Main St., Copperas Cove, TX 76522.

Members Present: *Joan Manning, Inez Faison, Mike Wilburn, S. Ann Davis, John Gallen, Heather Copeland, and Jeff Gorres*

Members Absent: *None*

Staff Present: *Dr. Joe Burns, Amanda Crawley, Dr. Jimmy Schuck, Tracie Phillips, Kurtis Quillin, Clifton Heath, Maron Samuel, and Monica Hall*

Others Present: *Killeen Daily Herald – Erik Walsh
Copperas Cove Leader-Press – Brittany Fholer*

1. Call to Order

The Meeting was called to order at 6:31 PM

2. Pledges of Allegiance

Presenter: Mrs. Inez Faison

3. Invocation

Presenter: Ms. S. Ann Davis

4. Recognitions

Presenter: Kurtis Quillin

Copperas Cove High School's top 10 graduates

Copperas Cove High School students who graduated from Central Texas College

Elementary Students for Earning High School Dual Language Credit

Martin Walker Elementary Student Council for receiving the TEPSA Student Leadership Award

Copperas Cove High School Pride of Cove students who qualified for the State Solo & Ensemble Contest

5. Open Forum

Brian Hawkins

Charles Wilson

6. Consent Agenda

A. Board of Trustees Meeting Minutes

1. Workshop Meeting Minutes May 13, 2024

2. Regular Meeting Minutes May 14, 2024

B. Personnel

1. New Hires

2. Renew Professional Staff Contracts

C. Purchase of Items Exceeding \$25,000

1. Purchase of 34 Interactive Panels to be used at Copperas Cove High School, Copperas Cove Junior High School, S.C. Lee Junior High School (TASB BuyBoard Contract #661-22 - \$84,500.00 - ESSER III Funds)

2. Carnegie Mathematics Curriculum for Geometry and Algebra 2 at CCHS (TIPS #220105 - \$58,766.15 - Budgeted Funds)
 - D. Budget Amendment(s)

A motion was made by John Gallen to approve the consent agenda.

Inez Faison seconded the motion.

All members present voted by saying 'Aye'.
7. Consider and Take Action on the Legal Services Contracts for the 2024-2025 School Year

A motion was made by Mike Wilburn to approve the legal services contracts for the 2024-2025 School Year.

Heather Copeland seconded the motion.

All members present voted by saying 'Aye'.
8. Consider and Take Action on the Agreements with Tarleton State University for the 2024-2025 School Year

A motion was made by S. Ann Davis to approve the agreement with Tarleton State University for the 2024-2025 School Year.

Heather Copeland seconded the motion.

All members present voted by saying 'Aye'.
9. Consider and Take Action on the CCISD Credit by Exam (CBE) and Exam for Acceleration (EA) List of Tests for Both Acceleration and/or Credit Recovery Purposes

A motion was made by S. Ann Davis to approve the CCISD Credit by Exam (CBE) and Exam for Acceleration (EA) list of tests for both acceleration and/or credit recovery purposes.

Mike Wilburn seconded the motion.

All members present voted by saying 'Aye'.
10. Consider and Take Action on the 2024-2025 Impact Aid Travel

A motion was made by John Gallen to approve the 2024-2025 Impact Aid travel.

S. Ann Davis seconded the motion.

All members present voted by saying 'Aye'.
11. Consider and Take Action on the Installation of Security Fencing on Campuses

A motion was made by Heather Copeland to approve the installation of security fencing on campuses.

S. Ann Davis seconded the motion.

All members present voted by saying 'Aye'.
12. Consider and Take Action to Increase the District's Employee Health Contribution

A motion was made by Inez Faison to approve an increase the district's employee health contribution.

Mike Wilburn seconded the motion.

All members present voted by saying 'Aye'.
13. Consider and Take Action on Replacing the Fire Panel and Fire Alarm System at S.C. Lee Junior High School (Firetrol Protection Systems - TASB BuyBoard Contract #574-18 - \$173,900.00 - Fund Balance)

A motion was made by Mike Wilburn to approve replacing the fire panel and fire alarm system at S.C. Lee Junior High School.

John Gallen seconded the motion.

All members present voted by saying 'Aye'.
14. Consider and Discuss the Employment of a Campus Principal for Copperas Cove High School

A motion was made by John Gallen to approve the employment of Carlin Grammer as principal for Copperas Cove High School.

S. Ann Davis seconded the motion.

All members present voted by saying 'Aye'.

15. Consider and Take Action to Adopt a Board Policy for Naming Facilities - CW (LOCAL)
A motion was made by Mike Wilburn to approve to adoption of the Board Policy for Naming Facilities – CW(LOCAL).
Inez Faison seconded the motion.
All members present voted by saying ‘Aye’.
16. Consider and Take Action to Approve the Renewal of Capturing Kids' Hearts for Secondary Campus Staff (TIPS 210301 May '24 - \$141,250.00 - Budgeted Funds)
A motion was made by Jeff Gorres to approve the renewal of Capturing Kids’ Hearts for secondary campus staff.
Mike Wilburn seconded the motion.
All members present voted by saying ‘Aye’.
17. Consider and Take Action on the Superintendent's Performance Evaluation (Formative)
A motion was made by John Gallen to approve the Superintendent’s performance evaluation.
S. Ann Davis seconded the motion.
All members present voted by saying ‘Aye’.
18. Report Items
 - A. Resignations (Written Only)
 - B. Monthly/Quarterly Financial Report (Written Only)
 - C. 2024- 2025 Preliminary Budget Report
19. Information Items
 - A. Board of Trustees Calendar
 - B. Proposed Board Meeting Dates for 2024-2025
20. Adjourn
The meeting was adjourned at 7:42 PM

Joan Manning, President

Mike Wilburn, Secretary



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

2024-2025 NEW HIRE PROFESSIONAL CONTRACTS

NAME	EMP/TRANS DATE	POSITION	CAMPUS	YEARS EXP IN PROPOSED POSITION	YEARS EXP IN EDUCATION OR FIELD	COLLEGE TO ISSUE DEGREE	CERTIFICATION	LAST DISTRICT TAUGHT
Anglin, Jeanya	7/30/2024	Interventionist	Fairview Jewell Elementary	22	26	Capella University	Core Subjects (EC-6), Generalist (EC-4), Principal (EC-12), All-Level Music (PK-12)	Killeen ISD
Branch, Destinee	7/30/2024	Teacher, Math	Copperas Cove Junior High	0	1	Texas Woman's University	***Math (4-8)	n/a
Brown, Johnathan	7/30/2024	RISE Instructional Intern	SC Lee Junior High	0	6	Texas A&M University - Central Texas	Certification not required	n/a
Ellis, Krista	7/30/2024	Teacher, CTE	Copperas Cove High School	0	2	Central Texas College	***Health Science (6-12)	n/a
Garbacky, Rebecca	7/16/2024	Student Activities Coordinator	Copperas Cove High School	0	10	No Degree	Certification not required	n/a
Kays, Christina	7/30/2024	RISE Instructional Intern	Copperas Cove Junior High	0	3	No Degree	Certification not required	n/a
Lagrimas, Regine	7/30/2024	Teacher, Elementary	House Creek Elementary	9	9	Cebu Normal University	*Core Subjects w/STR (EC-6)	Morgan County School District Re-3
Landrum, Reese	7/30/2024	Teacher, Special Education	Clements Parsons Elementary	0	1	Stephan F Austin University	Generalist (EC-6)	n/a
McQuiston, Daniel	7/15/2024	Instructional Coach	Curriculum	0	7	LAMAR University	Core Subjects (4-8)	Copperas Cove ISD
Melfi, Katryn	7/30/2024	SEL Facilitator	Clements Parsons Elementary	0	0	Pepperdine University	Certification not required	n/a
Noble, Charles	7/30/2024	Teacher, CTE	Copperas Cove Junior High	0	2	Central Texas College	***Trade and Industrial Education (6-12)	n/a
Payne, Kristen	7/30/2024	Teacher, History	Copperas Cove High School	0	0	Tarleton University	***History (7-12)	n/a
Potral, Kathleen	7/30/2024	Teacher, Special Education	Fairview Jewell Elementary	17	17	State University of New York - Oneonta	Physical Education (EC-12), Special Education (EC-12), ESL Supplemental (EC-12), Elementary Self-Contained (1-6)	Georgetown ISD
Ropple, Tiffany	7/30/2024	RISE Instructional Intern	Copperas Cove Junior High	0	4	No Degree	Certification not required	n/a
Selucky, Lauren	7/30/2024	Teacher, Elementary	House Creek Elementary	22	22	Tarleton University	Generalist (EC-4), ESL Supplemental (EC-8), Elementary Reading (1-8), Elementary Self-Contained (1-8), Elementary Speech Communications (1-8)	Burnet ISD
Simpson, Bronwyn	7/30/2024	Speech Language Pathologist Assistant	Special Education Department	26	27	Baylor University	Speech Language Pathologist Assistant License	Killeen ISD
Stevenson, Jason	7/30/2024	Teacher, SPED Inclusion/Coach	SC Lee Junior High	20	20	University of Kansas	Physical Education (EC-12), Special Education (EC-12)	Killeen ISD
Taylor, Kayla	7/30/2024	RISE Instructional Intern	William's Ledger Elementary	0	0	No Degree	Certification not required	n/a
Wilson, Earl	7/15/2024	ROTC Instructor	Copperas Cove High School	1	21	Air University	*Secondary R.O.T.C. (6-12)	El Paso ISD
Young, Melissa	7/15/2024	Instructional Coach	Curriculum	0	7	LAMAR University	Family and Consumer Science (6-12), Generalist (4-8), ESL Supplemental (4-8)	Copperas Cove ISD
Zills, Sarah	7/30/2024	RISE Instructional Intern	William's Ledger Elementary	0	16	No Degree	Certification not required	n/a
							*Certification Pending	

2024-2025 NEW HIRE PROFESSIONAL CONTRACTS

	*tentative date						**Emergency Permit	
							***DOI Local Certification	



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

Out-of-State Trip Request Form

Submitted by: Superintendent's Office
 Date Submitted: 07/16/2024
 Campus: CCISD Service and Training Center

Who will go on the trip?	Dr. Joe Burns, Joan Manning, Board Member, & Clifton Heath	
What is the purpose of the trip?	NAFIS Fall Conference (Impact Aid)	
When will the trip take place?	September 22-24, 2024 (Travel Sep. 21-25, 2024)	
Where will the person/people go?	Washington, D.C.	
What is the account number for funding the trip? <i>Must come from 6411 or 6412</i>	199 E 41 6419 02 702 0 99 000 199 E 41 6411 02 701 0 99 701 199 E 41 6411 02 745 0 99 745	
What is the cost of the trip?	Registration fee: \$2,800.00 (\$700.00 x 4)	
	Meals: \$2,000.00	
	Mileage: \$60.00	Airfare: \$1,925.60
	Substitute: N/A	
	Hotel: \$6,069.36	
	Other expenses (e.g. Airport Shuttle/Parking): \$450.00 (Airport shuttle/Taxi \$200.00 / Baggage \$250.00)	
	Total: \$13,304.90	
How is this trip addressed in your campus or the district plan?	District Plan Goal CCISD will provide for effective systems of communication and parent/community involvement.	

- ★ **Car Rental – Contact the Business Office for Vendors**
- ★ Attach supporting documentation and the principal's / director's letter of approval.
- ★ Submit form and documentation to the Superintendent's Secretary. Information must be received two weeks prior to the regularly scheduled Board meeting. If Board approval is necessary for purchasing airline tickets or for paying pre-registration fees, information must be submitted three months prior to the out of state trip.



Board of Trustees

Date of Meeting

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E-Mail Address



Board of Trustees

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Contact Person

E-Mail Address



MEMO

To: Dr. Jimmy Shuck
CC: Dr. Joseph Burns
Date: June 24, 2024
From: Melissa Bryan
RE: Meal Prices 2024/2025

USDA released regulations in USDA Memo SP 14-2024 dated March 20, 2024 which qualifies our district to use the PLE Exemption for SY 2024-2025.

SFAs with a positive or zero balance in the nonprofit school food service account as of June 30, 2023, are exempt from PLE pricing requirements found at 7 CFR 210.14(e). Because the Appropriations Act affects one school year only, FNS recommends that State agencies maintain documentation that includes which SFAs are using the PLE exemption for SY 2024-2025 in order to demonstrate State agency oversight of this provision. This documentation should include a record that each SFA implementing the exemption had a positive or zero balance in the nonprofit school food service account as of June 30, 2023. This record could include documents such as a financial ledger or an attestation provided by the SFA. This documentation may be reviewed by FNS upon request. While not required, exempt SFAs may still use the PLE tool to complete the steps necessary to determine their target SY 2024-2025 paid lunch price, consistent with Program regulations at 7 CFR 210.14(e), and adjust their paid lunch prices accordingly. (Memo attached)

I have attached documentation referencing the positive fund balance for the Nonprofit School Food Service Account on the required date June 30, 2023 which clearly reflects a positive balance. This documentation provides verification for using the exemption in USDA MEMO SP 14-2024.

I am recommending that the meal prices remain the same for the 2024-2025 school year with no price increase.

The **student** meal prices will for 2024-2025 will be:

Breakfast:	District Wide	FREE
	Second Meal Price	\$2.35
Lunch:	Elementary Paid	\$2.60
	Elementary Reduced	\$.40
	Second Meal Price	\$2.60
	Junior High	\$2.80
	Junior High Reduced	\$.40
	Second Meal Price	\$2.80
	High School	\$3.00
	High School Reduced	\$.40
	Second Meal Price	\$3.00

*Adult Meal pricing will be calculated when regulations are released by USDA/TDA on adult pricing. Ala carte items will be priced according to cost and list will be posted online as well as posted at point of sale areas.



Board of Trustees

Date of Meeting

Item Type

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Objective)

Fiscal Impact

Administrative
Recommendation

Attachments

Contact Person

E-Mail Address



Dual Credit Agreement 2024-2025

- A. This Dual Credit Agreement “DCA” shall commence upon the date of its execution and shall continue until such time as the DCA is terminated. The agreement is made and entered into by and between Central Texas College, P.O. Box 1800, Killeen, Texas, 76540-1800, hereinafter referred to as “CTC” and **Copperas Cove Independent School District**, 408 South Main Street, Copperas Cove, Texas, 76522 hereinafter referred to as “ISD”.
- B. The purpose of this DCA is to approve the mechanism for the establishment of a dual credit partnership between CTC and the ISD. The DCA is defined as an agreement between CTC and the ISD that sets forth the process by which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and the high school, thus accelerating the transition from high school to post-secondary education. Dual credit is also referred to as concurrent course credit; the terms are equivalent. The terms “faculty” and “instructor” is used interchangeably.
- C. This DCA aligns with the statewide dual credit program goals through collaborative outreach efforts, advising, and support services, while maintaining the quality and rigor of dual credit courses.
- D. ISDs Role and Responsibilities:
1. The ISD will provide classroom space, equipment and other peripherals on its campus as needed and applicable to enhance the education process.
 2. All instructional materials, such as books, handouts, calculators, etc., will be provided by the ISD.
 3. The ISD will pay tuition to CTC as outlined in this DCA and shall pay all invoices received by CTC for funds owed under this DCA within thirty (30) calendar days of the date of the invoice.
 4. Student transportation, if applicable, will be solely provided and paid for by the ISD.
 5. The ISD will adhere to CTC’s spring and fall semester start and end dates.
- E. CTC’s Role and Responsibilities:
1. CTC will hire all instructors and substitutes to teach the courses subject to the terms of this DCA.
 2. CTC will ensure that instructors, substitutes, and the curriculum meet the requirements of CTC, the Southern Association of Colleges and Schools Commission on Colleges, and the THECB.

3. CTC will pay all dual credit faculty for each section taught pursuant to Central Texas College's current part-time teaching rate. Payment will be twice a month as published on the CTC Payroll Calendar. All instructors paid by CTC will be obligated to sign a CTC adjunct instructor Part Time Employment Agreement.
 4. CTC will provide classroom space as needed on its campus, and will provide equipment and other peripherals when both parties mutually agree such materials are necessary to support the education process.
 5. CTC will ensure that all dual credit courses, whether taught at CTC, online blended or at the ISD are equivalent with respect to curriculum, materials, attendance requirements, instruction, method, and rigor as those courses offered at the CTC Central Campus. The quality and rigor of the dual credit courses will be sufficient to ensure student success in subsequent courses.
 6. CTC will provide academic and college support services to dual credit students as outlined in H.6. below.
 7. CTC tuition will be billed to ISD at the tuition rate prescribed by the Texas Higher Education Coordinating Board for the academic year and approved by the CTC Board of Trustees. Such invoices shall be delivered to the ISD via mail following the class census date, and before the class end date.
- F. CTC and the ISD shall coordinate and participate jointly in parent and student information sessions, college visits, counselor training workshops, and other activities as set forth herein.
- G. Information about the dual credit program shall be made readily available by both CTC and the ISD through their marketing materials to include student handbooks, rack cards, and shall also be available on a designated dual credit page on the Central Texas College website, www.ctcd.edu.
- H. Under this DCA the following conditions must be met in order for the student to receive college credit at CTC:
1. CTC Eligible Courses and Degree Programs:

The only courses that may be offered for dual credit are

 - A) Courses in an active field of study curriculum developed by the Board under Section 61.8235;
 - B) Courses in CTC's Core Curriculum
 - C) Foreign Language courses; and
 - D) Career and Technical Education courses that apply to any certificate or associate degree offered by CTC including:
 - 1) Courses contained in the Workforce Education Course Manual (WECM);

- 2) Courses with the following rubrics contained in the Academic Course Guide Manual (ACGM): ACCT, AGRI, BCIS, BUSI, COSC, CRIJ, ENGR, HORT, RNSG

Courses offered for dual credit to the ISD will be reviewed annually by CTC in partnership with the ISD as part of the agreement revision, and are attached to this document and shall be incorporated herein as they are amended. CTC shall present the list of offered courses to the ISD as an attachment no later than 10 days before the beginning of fall semester and such list will be applicable for the academic year.

All students shall be placed on a CTC degree plan or certificate of completion plan as applicable. The number of credits for a student to earn a CTC degree may not exceed 60 credits. Dual credit students who are taking CTC courses on a full-time status may be able to complete the associate degree within two years. Under special circumstances, Dual Credit eligible students may be allowed to continue in the dual credit program to earn more than 60 credits with prior signed, written permission from CTC and the ISD.

2. Student Eligibility:

Student eligibility shall be determined by the requirements outlined in the Texas Administrative Code, *Rules Applying to All Public Institutions of Higher Education in Texas*, Chapter 4, Subchapter D, 4.85(b)1-8. The current Central Texas College Course Catalog shall determine all admission and registration requirements.

Students will not be accepted into a program after CTC late registration date.

3. Location of Classes:

CTC offers dual credit courses to the ISD at the CTC Central Campus located in Killeen, Texas, at the ISD high school campus, and by electronic means through CTC distance learning. The ISD will provide computers for instructional coursework for CTC distance learning courses.

4. Student Composition of CTC Classes:

Dual Credit Classes, held in-person on the high school campus, may be taught with only dual credit high school students enrolled. CTC, at its discretion, may enroll dual credit students attending classes on CTC Central Campus or through distance learning with mainstream college students and/or with other high school students. All such enrollments shall be governed by the criteria set forth in the Texas Administrative Code, Chapter 4, *Rules Applying to All Public Institutions of Higher Education*. Chapter 4, Subchapter D, Section 4.85(d)1-3 and SACSCOC rules relating to Dual Credit.

5. Faculty Selection, Supervision, and Evaluation:

Faculty members must meet the minimum requirements of the Southern Association of Colleges and Schools Commission on Colleges and Central Texas College. Approval procedures outlined in CTC *Instructor Qualification and Approval Procedures*, Human Resources Policy #160 will be followed. CTC shall hire, supervise, and evaluate instructors of dual credit courses using the same comparable procedures used for faculty at the Central Campus.

A. Dual Credit Faculty:

- 1) Be credentialed and hired at sole discretion of CTC.
- 2) Provide students the course syllabus on the first day of class.
- 3) Maintain college-level rigor of the course.
- 4) Follow the curriculum provided by CTC.

B. Alert the department chair immediately if there is an issue with equipment or text books.

C. Follow the protocol for communicating with the department chair on any grading or student conduct items.

D. Submit rosters and grades on time.

E. Check rosters daily to ensure all students in the class are on the college roster. Report discrepancies immediately to the Dual Credit Programs office.

F. Maintain communication with the department chair throughout the semester.

G. Attend trainings provided by the Dual Credit Programs department and CTC.

H. Complete all mandated online training by the due date.

I. Communicate with dual credit students through CTC email or Blackboard.

J. Attend the Faculty Preservice at the beginning of fall semester. Attend Faculty Inservice at the beginning of spring semester.

Payment and benefits to CTC faculty will be in accordance with CTC's regular faculty payroll schedule.

All dual credit faculty will conform to all CTC policies and procedures.

6. Academic Policies and Student Support Services:

Students must meet all CTC admissions requirements as published in the current CTC course catalog.

Students must adhere to the requirements, policies, and procedures as set forth in current CTC Student Handbook and CTC Catalog.

Students are expected to maintain academic honesty by refraining from academically dishonest behaviors (i.e., plagiarism, collusion, cheating). Academic misconduct sanctions are administered in accordance with policy and procedures set forth in the current CTC Course Catalog.

CTC Academic advising will be available to all students throughout their enrollment with Central Texas College. In addition, CTC support services, such as the library services, tutoring, etc. are offered to students as needed and as applicable, with the goal being the student successfully completing the dual credit courses.

CTC Disability Support Services: Disability support services are available to dual credit students while taking dual credit or college courses only, and shall be administered consistent with the disability services afforded to college level students. Disability Support provided by the ISD may not be consistent with such support services offered at the college level.

7. The student must obtain approval from parent/guardian and high school counselor for enrollment each semester. The student must obtain approval from the high school counselor for all dual credit course changes and each new course enrollment request before enrollment.

The student must submit a CTC application with high school transcript, qualifying test scores, and dual credit/early admissions advising form. In addition, the student must complete the Dual Credit/Early Admissions Advising form for each semester that they enroll in dual credit courses.

8. Transcribing of Credit:

College course grades and associated credit will be transcribed upon a students' completion of the course as defined in the current Central Texas College Course Catalog and Central Texas College Student Handbook, and in accordance with the Texas Administrative Code: Title 19, Part 1, Chapter 4, Subchapter D, rule 4.85.

9. Sources of Funding for Tuition, Transportation, Textbooks, and Payment

The ISD will claim all students in Average Daily Attendance for purposes of state aid. CTC will claim all other funding for all students receiving college credit in dual credit courses.

FAST Eligible Students: Financial Aid for Swift Transfer (FAST) is defined in accordance with Texas Education Code section 28.0095. The criteria for determining whether a student is FAST eligible will be held in accordance with Texas Education Code section 28.0095(c)(1)(2) and the rules promulgated by the Texas Higher Education Coordinating Board. Eligibility will be further determined based on certification reports and data provided

by the Texas Higher Education Coordinating Board. Tuition for FAST eligible students is zero per credit hour to the ISD and student, and zero for book costs to the student. There is no cost to ISD for tuition regarding FAST eligible students. ISD is however responsible for the cost of books, differential tuition, instructional materials, and supplies such as computing devices or other items not specifically provided for within this agreement.

Non-FAST Eligible Students: For students that do not meet the criteria for FAST eligibility as prescribed above, the tuition rate is \$55.00 per credit hour, and will be adjusted as prescribed by the Texas Higher Education Board and approved by the Central Texas College Board of Trustees, for the academic year. Invoices billed to ISD are payable net 30 days. ISD will be billed per student for tuition, fees, and books for up to 60 credit hours over the course of the student's high school enrollment as approved by ISD. Tuition, fees, and books for additional courses will be billed to the student for courses and materials outside of this agreement. For any and all refunds where a student withdraws from a course or program, refunds are administered according to the CTC refund schedule. Refunds for student withdrawal are calculated effective the date Dual Credit Programs Office receives notification of student withdrawal from the ISD.

Students who take courses which are not approved under this agreement are obligated to pay the full in-district tuition rate and are responsible for all books and material costs. Dual enrollment or concurrent enrollment under the Texas Admin Code section 4.83 is defined as follows: "Dual enrollment (previously referred to as dual or concurrent enrollment)—Refers to a system under which a student is enrolled in more than one educational institution (including a high school and a public institution of higher education). When a student in a dual enrollment system enrolls in courses that student earns appropriate course credit from each distinct educational institution that offered the course. Dual Enrollment is not equivalent to dual credit."

Student Reimbursement: ISD at its sole discretion may choose to require reimbursement from any ISD student that is not FAST-eligible for tuition, fees, books, or other course materials paid for by the ISD. Student reimbursement shall not be a condition of the ISD's payment for the amounts billed by the College to the ISD. The ISD may not require reimbursement for any costs from students that are FAST eligible.

All instructional materials, such as books, handouts, calculators, computers for online learning, etc, will be provided by the ISD.

The ISD is responsible for all costs of transportation of students as required under this DCA.

10. Metrics: The following metrics will be maintained by CTC:

- A. Student enrollment in postsecondary after high school;
- B. Time to degree completion;
- C. Semester credit hours to degree; and

- D. Analysis of measure in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

11. Accreditation and Standards:

The educational partners to this DCA are independent agencies accredited by various state and regional accrediting agencies. Each institution is responsible for meeting the standards established by the accrediting agencies under whose authority it awards degrees and certificates. No provision of this DCA shall be construed to limit the authority of any educational partner to meet its accreditation obligations.

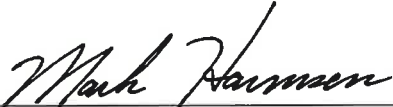
12. Data Sharing: Data shall be provided by CCISD to CTC and data shall be provided by CTC to CCISD. Information needed is listed in section 12 a-g. The data shall be provided in the following format: Either Microsoft Excel or Access. All information will be provided in a timely manner to meet reporting deadlines set-forth by the Texas Higher Education Coordinating Board.

CCISD will provide:

- A. Enrollment information for all students:
 - 1) First Name, Last Name, Middle Initial;
 - 2) Social Security Number (SSN) for all U.S. Citizens and permanent residents. If student is not a U.S. Citizen or permanent resident, provide the state-approved alternative student identification number.
 - 3) Date of Birth (DOB);
- B. High School Attending;
- C. Date of High School graduation;
- D. Endorsement areas of each student;
- E. Special group identification, for example Early College Program or STEM; and
- F. Cumulative GPAs
- G. Texas Student Data System (TSDS) Unique ID

- I. Term: This DCA shall commence upon the date of its execution and shall continue until such time as the DCA is terminated.
- J. Termination: This DCA may be terminated by either party providing thirty (30) calendar days' written notice to the other party. Such notice shall be hand delivered or sent by certified mail, return receipt requested, to the address of the respective parties listed above. However, such termination shall not take effect with regard to courses that have already begun and such courses shall be allowed to finish the term already begun. Likewise, courses which have not yet begun, but in which dual credit students are actually enrolled at the time of receipt of the notice of termination, shall be allowed to commence and finish that particular course for that particular term/semester. Upon receipt of a notice of termination, the parties shall immediately cease to enroll students in a dual credit program under this DCA.

- K. To the extent permitted under Texas law and without waving any defenses including governmental immunity, each party to this DCA agrees to be responsible for its own acts or failure to act, including acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this DCA or any of its activities or from any act or omission of any employee or invitee of the parties of this DCA. The provisions in this paragraph are solely for the benefit of the parties to this DCA and are not intended to create or grant any rights, contractually or otherwise to any third party.
- L. Limitation of Liability. FOR BREACH OF ANY PROVISION HEREIN, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- M. This DCA shall not be assigned to any third person or entity without the express written and signed consent of the non-assigning party.
- N. This DCA contains the entire understanding and agreement between the parties and neither is relying on any promises or representations not contained herein. This DCA may be revised or modified in any fashion only by signed written agreement between the parties.
- O. This DCA is executed at Killeen, Texas, on the date of the last signature herein. This Agreement supersedes all prior DCA(s), verbal, and/or written agreements made between the parties as to the subject matter herein and shall commence upon the date of execution, and continue until such time as the Agreement is terminated.



 Mr. Mark Harmsen
 Vice Chancellor Finance and Administration
 Central Texas College

 Dr. Joe Burns
 Superintendent,
 Copperas Cove Independent School District

 6/11/24
 Date

 Date

Attachment
Comprehensive Listing of Dual Credit Courses

Interdisciplinary Studies (AA.IDS4)
Associate of Arts Degree
Endorsement Multidisciplinary Studies

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Grade 9				
Learning Frameworks	EDUC 1100	1	College Readiness & Study Skills	0.5
Suggested Grade 10				
Public Speaking or Business and Professional Communication	SPCH 1315 or SPCH 1321	3	Professional Communication	0.5
Creative Arts – Fine Arts Appreciation	HUMA 1315	3	Art Appreciation	1
United States History	History 1301 and HIST 1302	6	US History A and US History B	1
Suggested Grade 11				
Composition I and II	ENGL 1301 and ENGL 1302	6	English 3A or 4A or English 3B or 4B	1
College Electives	2 College Electives	6	High School Elective	1
Government and Political Science	GOVT 2305 and GOVT 2306	6	Government DC and Social Studies Advanced Studies	1
Social & Behavioral Science	ECON 2301	3	Economics	0.5
College Elective	College Elective	3	High School Elective	0.5
Suggested Grade 12				
Language/Philosophy/Culture	ENGL 2322	3	English 4B	0.5
Life and Physical Science Options	2 Science Options BIOL 1406 or BIOL 1408 BIOL 1407 or BIOL 1409	8	Scientific Research & Design or Scientific Research & Design I Or Scientific Research & Design or Scientific Research & Design II	1
College Algebra	MATH 1314 or MATH 1414	3,4	College Algebra A or College Algebra B	0.5
College Electives	2 College Electives	6	High School Elective	1
College Elective(90)	College Elective	3	High School Elective	0.5
Elective Options				
<i>Students may select 18 semester credit hours from courses listed below.</i>				
AGRI 1415, ANTH 2351, ARTS 1303, ARTS 1304, BCIS 1305, BIOL 1411, BIOL 1413, BIOL 2401, BIOL 2402, BIOL 2420, BUSI 1301, CHEM 1406, CHEM 1407, CHEM 1411, CHEM 1412, COSC 1301, DRAM 1310, DRAM 2361, DRAM 2366, ECON 2302, ENGL 2322, ENGL 2327, ENVR 1401, GEOG 1301, GEOG 1302, GEOG 1303, GEOL 1403, GEOL 1404, GERM 1411, GERM 1412, HIST 2301, HIST 2311, HIST 2312, HIST 2381, MATH 1332, MATH 1342, MATH				

2412, MATH 2413, MUSI 1306, MUSI 1307, PHIL 1301, PHIL 1304, PHIL 2306, PHYS 1401, PHYS 1402, PHYS 2425, PHYS 2426, PSYC 2301, PSYC 2308, PSYC 2314, SOCI 1301, SOCI 2301, SOCI 2319, SPAN 1411, SPAN 1412

Air Conditioning and Refrigeration Technicians Assistant (ACR17.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Refrigeration Principles	HART 1407	4	HVAC and Refrigerant Tech	1
Basic Electricity for HVAC	HART1401	4	HVAC and Refrigerant Tech II A	1
Gas and Electric Heating	HART 1445	4	HVAC and Refrigerant Tech II B	1
Residential Air Conditioning	HART 1341	3	Practicum in Construction Tech I B	1
Air Conditioning Control Principles	HART 1403	4	Practicum in Construction Tech I A	1

Automotive System Specialist (AUSS5.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Automotive Electronics	AUMT 2337	3	Auto Technology IB	1
Automotive Climate Control Systems	AUMT 1445	4	Auto Technology II	1
Suggested Year 2				
Automotive Drive Train and Axles	AUMT 2413	4	Practicum in Transportation Systems Ext IB	1.5
Automotive Automatic Transmission and Transaxle	AUMT 2425	4	Automotive Technology II: Automotive Service + Advanced Transportation Systems Laboratory	3
Suggested Year 3				
Automotive Engine Repair	AUMT 1319	3	Automotive Basics	1

Baking (HMBK9.CC1)
Restaurant Skills (HMR13.CC1)
Certificate of Completion
Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Sanitation and Safety	CHEF 1305	3	Culinary Arts B	1
Basic Food Preparation	CHEF 1301	3	Culinary Arts A	1
Principles of Healthy Cuisine	CHEF 1302	3	Introduction to Culinary Arts	1
Introduction to Hospitality Industry	HAMG 1321	3	Principles of Hospitality and Tourism A	.5
Suggested Year 2				
Fundamentals of Baking	PSTR 1301	3	Practicum in Culinary Arts A	1
Principles of Food and Beverage Operations	HAMG 2301	3	Principles of Hospitality and Tourism B	.5
Menu Management	RSTO 1321	3	Menu Management	.5
Cake Baking and Production	PSTR 1302	3	Culinary Arts	1

Upon completion of CHEF 1305, students are eligible to sit for the ServSafe exam.

Basic Automotive Technician (AUB13.CC1)
Certificate of Completion
Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Automotive Technology	AUMT 1405	4	Automotive Basics B	0.5
Theory of Automotive Engines	AUMT 2305	3	Automotive Basics A	0.5
Suggested Year 2				
Automotive Electrical Systems	AUMT 1407	4	Automotive Technology IA	1
Automotive Brake Systems	AUMT 1410	4	Practicum in Transportation Systems Ext IA	1.5
Suggested Year 3				
Automotive Suspension and Steering Systems	AUMT 1416	4	Automotive Technology II Automotive Service	2

Carpentry Trades (MTC15.CC1)
Certificate of Completion
Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Carpentry	CRPT 1429	4	Principles of Construction	1
Floor Systems	CRPT 1423	4	Construction Tech I	2

Suggested Year 2				
Wall Systems	CRPT 1415	4	Construction Tech II	2
Roof Systems	CRPT 1411	4	Practicum in Construction Tech	3
Suggested Year 3				
Interior and Exterior Paint and Refinishing	CBFM 1334	3	Practicum in Construction Tech	3

Courses toward Agriculture Production (AGP14.AAS)

Associate of Applied Science Degree

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introductory Animal Science	AGRI 1419	4	Adv. Animal Science	1
Animal Health	AGAH 1343	3	Veterinary Medical Application	3

Courses toward Basic Diesel Technician (DESP7.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Shop Safety and Procedures	DEMR 1301	3	Practicum in Transportation Systems Ext 2A	1.5
Basic Electrical Systems	DEMR 1405	4	Diesel Equip. Tech II A	1
Diesel Engine I	DEMR 1306	3	Practicum in Transportation Systems Ext 2B	1.5
Diesel Engine Testing and Repair I	DEMR 1410	4	Auto Tech 2 Lab B	1.5

Courses toward Business Management (BUBM5.AAS)

Associate of Applied Science Degree

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Principles of Retailing	MRKG 1302	3	Retail Management	.5
Principles of Marketing	MRKG 1311	3	Marketing	.5
Principles of Financial Accounting	ACCT 2301	3	Accounting 1	1
Principles of Managerial Accounting	ACCT 2302	3	Accounting 2	1

Courses toward Computer Science (CS17.AS)

Associate of Science Degree

Endorsement Technology

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Computing	COSC 1301	3	Principles of IT	1
Introduction to Computer Programming	COSC 1315	3	Introduction to C# Programming Application	1
Programming Fundamentals I	COSC 1336	3	Computer Science I	1
Suggested Year 2				
Programming Fundamentals II	COSC 1337	3	Computer Science II	1
Computer Organization	COSC 2325	3	Independent Studies in Technology Applications	1
Programming Fundamentals III	COSC 2336	3	Independent Studies in Technology Applications	1

Courses toward Construction Trades (MTCO.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Residential Wiring	ELPT 1429	4	Electrical Technology II	2
Residential Construction Plumbing I	PFPB 2409	4	Plumbing Tech I Dual Credit	1
Residential Construction Plumbing II	PFPB 2445	4	Plumbing Tech II	2

Courses toward Criminal Justice Studies with Specialization (CJCJ.CC1)

Certificate of Completion

Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Criminal Justice	CRIJ 1301	3	Criminal Justice	.5
Court System and Practices	CRIJ 1306	3	Court System and Practices	.5
Suggested Year 2				
Criminal Investigation	CRIJ 2314	3	Criminal Investigation	1

Courses toward Diesel System Specialist (DES15.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Basic Hydraulics	DEMR 1416	4	Auto Tech 2 Lab A	1.5
Power Train II	DEMR 1447	4	Diesel Equip Tech 1 B	1
Basic Brake Systems	DEMR 1417	4	Diesel Equip Tech II B	1
Heating, Ventilation and Air Conditioning, Troubleshooting and Repair	DEMR 1423	4	Diesel Equip Tech 1 A	1

Courses toward EMT-Paramedic (EMP15.CC1)

Certificate of Completion

Endorsement Public Safety

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Emergency Medical Technician	EMSP 1401	4	Extended Practicum in Law, Public Safety, Corrections, and Security	3
Clinical- Emergency Medical Technology/Technician	EMSP 1160	1	EMTB Clinical	1

Upon successful completion of EMSP 1401 and EMSP 1160, students are eligible to sit for the National Registry Emergency Medical Technician (EMT) exam.

Courses toward Engineering (ENGF4.AS)

Associate of Science Degree

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Engineering	ENGR 1201	2	Intro to Engineering & Design	1
Engineering Mechanics Dynamics Statistics	ENGR 2301	3	Engineering Math	1
Engineering Mechanics Dynamics	ENGR 2302	3	Scientific Research & Design	1
Mechanics of Material	ENGR 2332	3	Civil Engineering & Architecture	1

Courses toward Horticulture Development (AGH14.AAS)

Associate of Applied Science Degree

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introductory Animal Science	AGRI 1419	4	Adv. Animal Science	1
Agronomy	AGRI 1407	4	Range Ecology & Management	1
Suggested Year 2				
Horticulture	AGRI 1415	4	Horticulture Science	1
Horticultural Food Crops	HALT 2307	3	Horticulture Science/Lab	2
Suggested Year 3				
Soil Science	AGCR 2318	3	Advanced Plant and Soil Science	1
Greenhouse Management	HALT 2308	3	Greenhouse Operations	1

Farm and Ranch (WLFR9.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Welding Safety, Tools, and Equipment	WLDG 1323	3	Dual Credit Welding	1
Introduction to Oxy-Fuel Welding and Cutting	WLDG 1425	4	Dual Credit Welding	1
Introduction to Shielded Metal Arc Welding (SMAW)	WLDG 1428	4	Advanced Dual Credit Welding	1.5
Intermediate Shielded Metal Arc Welding (SMAW)	WLDG 1457	4	Advanced Dual Credit Welding	1.5
Suggested Year 2				
Introduction to Blueprint Reading for Welders	WLDG 1313	3	Blueprint Reading for Manufacturing Applications	1

Graphics and Printing Technology Graphic Design (GPGF5.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Graphic Arts & Printing	GRPH 1305	3	Principles of Arts, Audio/Video Technology, and Communications	1
Digital Publishing I	ARTC 1313	3	Printing and Imaging Technology	1

Dual Credit Agreement

Digital Imaging I	ARTC 1302	3	Printing and Imaging Technology	1
Digital Publishing II	ARTC 2313	3	Printing and Imaging Technology II	2
Digital Imaging II	ARTC 2305	3	Printing and Imaging Technology II	2
Digital Publish III	ARTC 2348	3	Practicum in Printing and Imaging Technology	2

IT Core Fundamentals (ITC24.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Computing	COSC 1301	3	Principles of IT	1
Business Computer Applications	BCIS 1305	3	Business Information Mgmt. I	1
Fundamentals of Networking Technologies	ITNW 1325	3	Computer Maintenance Lab	2
Introduction to the Internet	ITNW 1337	3	Computer Science 1	1
Information Technology Security	ITSY 1342	3	Practicum in IT	3
Suggested Year 2				
Implementing & Supporting Client Operating Systems	ITNW 1308	3	Computer Science 2	1
Fundamentals of Cloud Computing	ITNW 1309	3	Advanced Cloud Computing	2
Introduction to Computer Programming	COSC 1315	3	Introduction to C# Programming Application	1
Personal Computer Hardware	ITSC 1325	3	Computer Maintenance	1
Project Management Software	ITSC 1315	3	Computer Science 3	1

Residential Heating, Air Conditioning and Refrigeration (HAC17.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Heat Pumps	HART 2449	4	Practicum in Construction Tech 2 A	1
Air Conditioning Installation and Startup	HART 2438	4	Practicum in Construction Tech 2 B	1
Advanced Electricity for HVAC	HART 2431	4	Electrical Technology II	2

Air Conditioning Troubleshooting	HART 2436	4	Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology I	1
Residential Air Conditioning System Design	HART 2445	4	Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology II	2

Robotics Technology (RBT19.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Robotic Fundamentals	RBTC 1305	3	Robotics I	1
Suggested Year 2				
Robotic Mechanisms	RBTC 1351	3	Robotics II	1
Suggested Year 3				
Robot Application, Set-Up & Testing	RBTC 2345	3	Practicum in Science, Technology, Engineering and Math	1
Electro-Mechanical Devices	RBTC 1347	3	Practicum in Science, Technology, Engineering and Math	1
Robot Programming and Diagnostics	RBTC 2339	3	Practicum in Science, Technology, Engineering and Math	1
Pneumatics	RBTC 1309	3	Practicum in Science, Technology, Engineering and Math	1

Structural Welding Technology (WLS19.CC1)

Certificate of Completion

Endorsement Business and Industry

Requires Completion of WLFR9.CC1 prior to enrollment

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Advanced Shielded Metal Arc Welding (SMAW)	WLDG 2443	4	Welding I or Welding II + Welding II Lab	2 or 3
Introduction to Gas Metal Arc (GMAW) Welding	WLDG 1430	4	Introduction to Welding	1
Advanced Gas Metal Arc Welding (GMAW)	WLDG 2447	4	Welding I or Welding II + Welding II Lab	2 or 3
Introduction to Gas Tungsten Arc (GTAW) Welding	WLDG 1434	4	Introduction to Welding	1

Suggested Year 2				
Advanced Gas Tungsten Welding (GTAW)	WLDG 2451	4	Welding I or Welding II + Welding II Lab	2 or 3

Comprehensive List of Courses

Courses taken toward the following degrees and certificates: Interdisciplinary Studies (AA IDS4), Basic Automotive Technician CC (AUB13), Farm and Ranch CC (WLFR3) and Paramedic (EMP15). Courses under the following high school endorsements: Arts and Humanities, Business and Industry, Multidisciplinary, Public Service or STEM.

CTC	CTC	CTC Credits	ISD	ISD Credits
ACCT 2301	Principles of Financial Accounting	3	Accounting 1	1.0
ACCT 2302	Principles of Managerial Accounting	3	Accounting 2	1.0
AGAH 1343	Animal Health	3	Veterinary Medical Application	3.0
AGCR 2318	Soil Science	3	Advanced Plant and Soil Sc.	1.0
AGRI 1407	Agronomy	4	Range Ecology & Management	1.0
AGRI 1415	Horticulture	4	Horticulture Science	1.0
AGRI 1419	Introductory Animal Science	4	Adv. Animal Science	1.0
ANTH 2301	Physical Anthropology	3	Special Topics in Language and Culture	1.0
ANTH 2351	Cultural Anthropology	3	Discovering Languages and Cultures	0.5
ARTC 1313	Digital Publishing I	3	Printing and Imaging Technology	1.0
ARTC 1302	Digital Imaging I	3	Printing and Imaging Technology	1.0
ARTC 2313	Digital Publishing II	3	Printing and Imaging Technology II	2.0
ARTC 2305	Digital Imaging II	3	Printing and Imaging Technology II	2.0
ARTC 2348	Digital Publish III	3	Practicum in Printing and Imaging Technology	2.0
ARTS 1303	Art History I	3	Art I Appreciation (SEM. 1)	1.0
ARTS 1304	Art History II	3	Art I Appreciation (SEM. 2)	1.0
AUMT 1319	Automotive Engine Repair	3	Automotive Basics	1.0
AUMT 1405	Introduction to Automotive Technology	4	Automotive Basics A	0.5
AUMT 1407	Automotive Electrical System	4	Auto Technology I A	1.0
AUMT 1410	Automotive Brake Systems	4	Practicum in Transportation Systems Ext I A	1.5

AUMT 1445	Automotive Climate Control Systems	4	Auto Technology II	1.0
AUMT 2305	Automotive Engine Theory	3	Automotive Basics B	0.5
AUMT 2337	Automotive Electronics	3	Auto Technology I B	1.0
AUMT 2413	Automotive Drive Train and Axels	4	Practicum in Transportation Systems Ext 1B	1.5
AUMT 2425	Automotive Automatic Transmission and Transaxle	4	Automotive Technology II: Automotive Service + Advanced Transportation Systems Laboratory	3
BCIS 1305	Business Computer Applications	3	Business Information Mgmt. I	1.0
BIOL 1406	Biology for Science Majors I	4	Scientific Research & Design	0.5
BIOL 1407	Biology for Science Majors II	4	Scientific Research & Design	0.5
BIOL 1408	Biology for Non-Science Majors I	4	Scientific Research & Design I	1.0
BIOL 1409	Biology for Non-Science Majors II	4	Scientific Research & Design II	1.0
BIOL 1411	General Botany	4	Special Topics in Science	1.0
BIOL 1413	General Zoology	4	Special Topics in Science	1.0
BIOL 2401	Anatomy and Physiology I	4	Anatomy and Physiology (SEM. 1)	1.0
BIOL 2402	Anatomy and Physiology II	4	Anatomy and Physiology (SEM. 2)	1.0
BIOL 2420	Microbiology for Non-Science Majors	4	Medical Microbiology	1.0
BUSI 1301	Business Principles	3	Principles of Business, Marketing & Finance	1.0
BUSI 2301	Business Law	3	Business Law	1.0
CBFM 1334	Interior and Exterior Painting & Refinishing	3	Practicum in Const. Tech	3.0
CHEF 1301	Basic Food Preparation	3	Culinary Arts A	1.0
CHEF 1302	Principles of Healthy Cuisine	3	Introduction to Culinary Arts	1.0
CHEF 1305	Sanitation & Safety	3	Culinary Arts B	1.0
CHEF 1310	Garde Manger	3	Adv. Culinary Arts A	1.0
CHEF 2301	Intermediate Food Preparation	3	Adv. Culinary Arts B	1.0
CHEF 2302	Saucier	3	Practicum in Cul. Arts B	1.0
CHEM 1406	Introductory Chemistry I	4	Scientific Research & Design I, II, III	1.0
CHEM 1407	Introductory Chemistry II	4	Scientific Research & Design I, II, III	1.0
CHEM 1411	General Chemistry I	4	Scientific Research & Design I, II, III	1.0
CHEM 1412	General Chemistry II	4	Scientific Research & Design I, II, III	1.0
COSC 1301	Introduction to Computing	3	Principles of IT	1.0

COSC 1315	Introduction to Computer Programming	3	Introduction to C# Programming Application	1.0
COSC 1336	Programming Fundamentals I	3	Computer Science I	1.0
COSC 1337	Programming Fundamentals II	3	Computer Science II	1.0
COSC 2325	Computer Organization	3	Independent Studies in Technology Applications	1.0
COSC 2336	Programming Fundamentals III	3	Independent Studies in Technology Applications	1.0
CRIJ 1301	Introduction to Criminal Justice	3	Criminal Justice	0.5
CRIJ 2314	Criminal Investigation	3	Criminal Investigation	1.0
CRIJ 1306	Court Systems and Practices	3	Court Systems & Practices	0.5
CRPT 1411	Roof Systems	4	Practicum in Const. Tech	3.0
CRPT 1415	Wall Systems	4	Construction Tech II	2.0
CRPT 1423	Floor Systems	4	Construction Tech I	2.0
CRPT 1429	Introduction to Carpentry	4	Principles of Construction	1.0
DEMR 1301	Shop Safety and Procedures	3	Practicum in Transportation Systems Ext 2A	1.5
DEMR 1306	Diesel Engine I	3	Practicum in Transportation Systems Ext 2B	1.5
DEMR 1405	Basic Electrical Systems	4	Diesel Equip. Tech II A	1.0
DEMR 1410	Diesel Engine Testing and Repair	4	Auto Tech 2 Lab B	1.5
DEMR 1416	Basic Hydraulics	4	Auto Tech 2 Lab A	1.5
DEMR 1417	Basic Brake Systems	4	Diesel Equip. Tech II B	1.0
DEMR 1423	Heating Ventilation and Air Conditioning, Troubleshooting and Repair	4	Diesel Equip. Tech 1 A	1.0
DEMR 1447	Power Train II	4	Diesel Equip. Tech 1 B	1.0
DRAM 1310	Theater Appreciation	3	Visual Medial Analysis & Production	1.0
DRAM 2361	History of Theater I	3	Theatre I, Theatre Production I	0.5
DRAM 2366	Film Appreciation	3	Audio/Video Production I	0.5
ECON 2301	Principles of Macroeconomics	3	Economics	0.5
ECON 2302	Principles of Microeconomics	3	Economics Advanced Studies	0.5
EDUC 1100	Learning Frameworks	1	College Readiness & Study Skills	0.5
EDUC 1301	Introduction to the Teaching Profession	3	Instructional Practices in Education & Training	1.0
EDUC 2301	Introduction to Special Populations	3	Instructional Practices in Education & Training	2.0
ELPT 1429	Residential Wiring	4	Electrical Technology II	2.0
EMSP 1160	Clinical-Emergency Medical Technology/Technician	1	Clinical-Emergency Medical Technology/Technician	1.0

EMSP 1401	Emergency Medical Technician-Based	4	Emergency Medical Technician-Based	1.0
ENGL 1301	Composition I	3	English 3A or 4A	0.5
ENGL 1302	Composition II	3	English 3B or 4B	0.5
ENGL 2322	British Literature I	3	English 4A	0.5
ENGL 2323	British Literature II	3	English 4B	0.5
ENGL 2327	American Literature I	3	Independent Study of English	1.0
ENGR 1201	Introduction to Engineering	2	Intro to Engineering & Design	1.0
ENGR 2301	Engineering Mechanics Dynamics Statistics	3	Engineering Math	1.0
ENGR 2302	Engineering Mechanics Dynamics	3	Scientific Research & Design	1.0
ENGR 2332	Mechanics of Materials	3	Civil Engineering & Architecture	1.0
ENVR 1401	Environmental Science I	4	Environmental Science	1.0
GEOG 1301	Physical Geography	3	Special Topics in Social Studies	0.5
GEOG 1302	Human Geography	3	AP Human Geography	1.0
GEOG 1303	World Regional Geography	3	World Geography	1.0
GEOL 1403	Physical Geology	4	Special Topics in Social Studies	0.5
GEOL 1404	Historical Geology	4	Special Topics in Social Studies	0.5
GERM 1411	Beginning German I	4	German I	1.0
GERM 1412	Beginning German I	4	German III	1.0
GOVT 2305	Federal Government	3	Government	0.5
GOVT 2306	Texas Government	3	Social Studies Advanced Studies	0.5
GRPH 1305	Introduction to Graphic Arts & Printing	3	Principles of Arts, Audio/Video Technology, and Communications	1.0
HALT 2307	Horticultural-Food Crops	3	Horticulture Science/Lab	2.0
HALT 2308	Greenhouse Management	3	Greenhouse Operations	1.0
HAMG 1321	Introduction to the Hospitality Industry	3	Principles of Hospitality and Tourism A	0.5
HAMG 2301	Principles of Food & Beverage Operations	3	Principles of Hospitality and Tourism B	0.5
HART 1341	Residential Air Conditioning	3	Practicum in Const. Techn I B	1.0
HART 1401	Basic Electricity for HVAC	4	HVAC & Refrigerant Tech II A	1.0
HART 1403	Air Conditioning Control Principles	4	Practicum in Const. Techn 1A	1.0
HART 1407	Refrigeration Principles	4	HVAC and Refrigerant Tech	1.0
HART 1445	Gas and Electric Heating	4	HVAC & Refrigerant Tech II B	1.0
HART 2438	Air Conditioning Installation and Startup	4	Practicum in Const. Techn 2 B	1.0
HART 2449	Heat Pumps	4	Practicum in Const. Techn 2 A	1.0

HART 2431	Advanced Electricity for HVAC	4	Electrical Technology II	2.0
HART 2436	Air Conditioning Troubleshooting	4	Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology I	1.0
HART 2445	Residential Air Conditioning System Design	4	Heating, Ventilation, and Air Conditioning (HVAC) and Refrigeration Technology II	2.0
HIST 1301	United States History I	3	US History A	0.5
HIST 1302	United States History II	3	US History B	0.5
HIST 2301	Texas History	3	Special Topics in Social Studies	0.5
HIST 2311	Western Civilization I	3	Social Studies Advanced Studies	0.5
HIST 2312	Western Civilization II	3	Social Studies Advanced Studies	0.5
HIST 2381	African-American History I	3	Ethnic Studies-African American Studies	1.0
HITT 1305	Medical Terminology I	3	Medical Terminology	1.0
HPRS 2300	Pharmacology for Health Professions	3	Pharmacology	1.0
HUMA 1315	Fine Arts Appreciation	3	Art Appreciation	1.0
IFWA 1318	Nutrition for the Food Service Professional	3	Lifetime Nutrition And Wellness	0.5
ITNW 1308	Implementing & Supporting Client Operating Systems	3	Computer Science 2	1.0
ITNW 1309	Fundamentals of Cloud Computing	3	Advanced Cloud Computing	2.0
ITNW 1325	Fundamentals of Networking Technologies	3	Computer Maintenance Lab	2.0
ITNW 1316	Network Administration	3	Comp. Tech Practicum	2.0
ITNW 1337	Introduction to the Internet	3	Computer Science 1	1.0
ITNW 1454	Implementing and Supporting Servers	4	Practicum in IT	2.0
ITSC 1315	Project Management Software	3	Computer Science 3	1.0
ITSC 1316	Linux Installation and Configuration	3	Networking Lab	2.0
ITSC 1325	Personal Computer Hardware	3	Computer Maintenance	1.0
ITSY 1342	Information Technology Security	3	Practicum in IT	3.0
ITSY 2401	Firewalls and Network Security	4	Practicum in IT	3.0
MATH 1314	College Algebra	3	College Algebra A	1.0
MATH 1324	Mathematics for Business and Social Sciences	3	Statistics and Business Decision Making	1.0
MATH 1332	Contemporary Mathematics (Quantitative Reasoning)	3	Advanced Quantitative Reasoning	0.5

MATH 1342	Elementary Statistical Methods	3	Statistics	1.0
MATH 2318	Linear Algebra	3	Linear Algebra	1.0
MATH 1414	College Algebra	4	College Algebra B	1.0
MATH 2412	PreCalculus Math	4	PreCalculus	1.0
MATH 2413	Calculus I	4	Calculus	1.0
MATH 2414	Calculus II	4	Calculus II	1.0
MATH 2415	Calculus III	4	Calculus III	1.0
MRKG 1302	Principles of Retailing	3	Retail Management	0.5
MRKG 1311	Principles of Marketing	3	Marketing	0.5
MUSI 1306	Music Appreciation	3	Music Appreciation 1	1.0
MUSI 1307	Music Literature	3	Humanities	1.0
MUSI 1311	Music Theory I	3	Music Theory 1	1.0
MUSI 1312	Music Theory II	3	Music Theory 2	1.0
PFPB 2409	Residential Construction Plumbing I	4	Plumbing Tech. I Dual Credit	1.0
PFPB 2445	Residential Construction Plumbing II	4	Plumbing Tech II	2.0
PHIL 1301	Introduction to Philosophy	3	Special Topics in Language and Culture	1.0
PHIL 1304	Introduction to World Religions	3	Special Topics in Social Studies	0.5
PHIL 2306	Introduction to Ethics	3	Special Topics in Social Studies	0.5
PHYS 1401	College Physics I	4	Scientific Research & Design I, II, III	1.0
PHYS 1402	College Physics II	4	Scientific Research & Design I, II, III	1.0
PHYS 2425	University Physics I	4	Scientific Research & Design I, II, III	1.0
PHYS 2426	University Physics II	4	Scientific Research & Design I, II, III	1.0
PSTR 1301	Fundamentals of Baking	3	Practicum in Culinary Arts. A	1.0
PSTR 1302	Cake Baking and Production	3	Culinary Arts	1.0
PSYC 2301	General Psychology	3	Psychology	0.5
PSYC 2308	Child Psychology	3	Child Guidance	1.0
PSYC 2314	Life Span Growth and Development	3	Human & Growth Development	1.0
RBTC 1301	Programmable Logic Controllers	3	Practicum in Science, Technology, Engineering and Math	1.0
RBTC 1343	Robotics	3	Robotics I	1.0
RBTC 1351	Robotics Mechanisms	3	Robotics II	1.0
RBTC 1309	Pneumatics	3	Practicum in Science, Technology, Engineering and Math	1.0

RBTC 2339	Robot Programming and Diagnostics	3	Practicum in Science, Technology, Engineering and Mathematics	1.0
RBTC 2345	Robot Application, Set-up, and Testing	3	Practicum in Science, Technology, Engineering and Mathematics	1.0
RSTO 1321	Menu Management	2	Menu Management	0.5
SOCI 1301	Introduction to Sociology	3	Sociology	0.5
SOCI 2301	Marriage and The Family	3	Special Topics in Social Studies	0.5
SOCI 2319	Minority Students	3	Special Topics in Social Studies Ethnic Studies	0.5
SPAN 1411	Beginning Spanish I	4	Spanish 2	1.0
SPAN 1412	Beginning Spanish II	4	Spanish 3	1.0
SPAN 2311*	Intermediate Spanish I	4	Spanish 4	1.0
SPCH 1315	Public Speaking	3	Professional Communication	0.5
SPCH 1321	Business and Professional Communications	3	Prof. Communication	0.5
WLDG 1313	Introduction to Blueprint Reading for Welders	3	Welding I A	1.0
WLDG 1323	Welding Safety, Tools and Equipment	3	DC Welding	1.0
WLDG 1425	Introduction to Oxy-Fuel Welding and Cutting	4	Welding I B	1.0
WLDG 1428	Introduction to Shielded Metal Arc Welding (SMAW)	4	Welding II A	1.0
WLDG 1457	Intermediate Shielded Metal Arc Welding (SMAW)	4	Welding II B	1.0
WLDG 2443	Advanced Shielded Metal Arc Welding (SMAW)	4	Welding I or Welding II + Welding II Lab	2 or 3
WLDG 1430	Introduction to Gas Metal Arc (GMAW) Welding	4	Introduction to Welding	1
WLDG 2447	Advanced Gas Metal Arc Welding (GMAW)	4	Welding I or Welding II + Welding II Lab	2 or 3
WLDG 1434	Introduction to Gas Tungsten Arc (GTAW) Welding	4	Introduction to Welding	1.0
WLDG 2451	Advanced Gas Tungsten Welding (GTAW)	4	Welding I or Welding II + Welding II Lab	2 or 3



MEMORANDUM OF UNDERSTANDING
College Prep Mathematics and English Language Arts Courses

This Memorandum of Understanding (“MOU”) is made and entered into on (_____) between Central Texas College, P.O. Box 1800, Killeen, Texas, 76540-1800, hereinafter referred to as “CTC”, and **Copperas Cove Independent School District** hereinafter referred to as “Copperas Cove ISD”.

The purpose of this Agreement is to establish a partnership between Copperas Cove ISD and CTC to meet the requirements as mandated by The State of Texas to develop and provide courses in college preparatory mathematics and English language arts. Both parties agree to enter into a collaborative agreement to create seamless pathways for students to enter into college level work in mathematics and English language arts without further remediation as long as the student meets Texas State testing requirements at the end of the course. As defined herein the term “student” refers to all students participating in the programs subject to the terms of this MOU.

1. **Scope of Services:** Copperas Cove ISD and CTC agree to collaborate to develop and maintain college preparatory mathematics and English language arts courses that meet the terms of this agreement as outlined in the Support and Services section of this MOU. Copperas Cove ISD and CTC will meet regularly to maintain the integrity of the program and to evaluate its effectiveness.
2. **Support and Services:** Copperas Cove ISD and CTC agree to the following conditions:
 - a. For Mathematics and English language arts courses:
 - 1) CTC agrees to:
 - a) Share data and provide feedback regarding student success with Copperas Cove ISD;
 - b) Ensure that students are advised regarding all courses that require mathematics and English language arts and college readiness
 - 2) Copperas Cove ISD agrees to:
 - a) Provide highly qualified instructors for the courses being taught;
 - b) Identify students who are not college ready as stated in Texas Education Code 28.014;

- c) Provide professional development and resources required to teach the mathematics and English language arts courses;
 - d) Provide curriculum for the courses that are consistent with CTC Student Learning Outcomes;
 - e) Require students enrolled in these courses to take CTC departmental final exams, and a pre-TSI OR to complete the Sequences in the Texas College Bridge Course as defined below in d and e;
 - f) Identify successful completion of the course(s) on the student transcripts as determined by the State of Texas PEIMS number.
- b. For both college preparatory mathematics and English language arts courses:
- 1) CTC agrees:
 - a) To provide the Student Learning Outcomes;
 - b) To provide the syllabi for the courses being offered;
 - c) To provide exams equivalent to the departmental final exams for the courses;
 - d) To randomly check exams of students enrolled in this course to ensure proper grading procedures;
 - e) A student who successfully completes a college preparatory course under Texas Education Code 28.014 is exempt for a period of twenty-four (24) months from the date of high school graduation with respect to the content area of the course. The student must enroll in the student's first college-level course in the exempted content area in the student's first year of enrollment in an institution of higher education. This waiver applies only at the institution of higher education that partners with the school district in which the student is enrolled to provide the course. Additionally, an institution of higher education may enter into a Memorandum of Understanding with a partnering institution of higher education to accept the waiver for the college preparatory course.
 - 2) Copperas Cove ISD agrees:
 - a) To cooperate in efforts by CTC to randomly check exams of students enrolled in the course;
 - b) A student who successfully completes a college preparatory course under Texas Education Code 28.014 is exempt for a period of twenty-four (24) months from the date of high school graduation with respect to the content area of the course. The student must enroll in the student's first college-level course in the exempted content area in the student's first year of enrollment in an institution of higher education. This waiver applies only at the institution of higher education that partners with the school district in which the student is enrolled to provide the course. Additionally, an institution of higher education may enter into a Memorandum of Understanding with a partnering institution of higher education to accept the waiver for the college preparatory course.
- c. If Copperas Cove ISD is using the Texas College Bridge Course:

- 1) CTC agrees to:
 - a) Review the Texas College Bridge Course material and rigor;
 - b) Provide additional resources as needed to include Student Learning Outcomes.
 - c) Accept the College Bridge Certificate of Completion for students who successfully meet the required standards. Certificate can be downloaded by the student from the Texas College Bridge website.
- 2) Copperas Cove ISD agrees to:
 - a) cooperate in efforts by CTC to review course material and assess rigor;
 - b) adopt and implement additional resources as determined by CTC review and assessment.

d. For the college preparatory mathematics course only, Copperas Cove ISD agrees:

- 1) To administer a CTC departmental final exam plus a pre-TSIA. NOTE: A post-TSIA is encouraged but not required;
- 2) Transferability of the exam grade to CTC is predicated on the student achieving a minimum score of 70% on the administered CTC departmental final exam;
- 3) To forward documentation verifying the exam grade(s) to CTC within 7 days of course completion;
- 4) To provide random samples of completed student exams when requested by CTC;
- 5) To maintain student exams for a period of one year;

OR

6) If using the ED Ready Texas Math Bridge Course only:

- a) Achieve a score of 90 or higher on the Stage 1 study path AND achieve a score of 90 or higher on the Stage 2 study path;
- b) To maintain student exams for a period of one year.

e. For the college preparatory English language arts course only, Copperas Cove ISD agrees:

- 1) To administer a CTC departmental final exam plus a pre-TSIA. NOTE: A post-TSIA is encouraged but not required;
- 2) To teach and grade required essays in accordance with CTC-provided rubrics;
- 3) Transferability of the exam grade to CTC is predicated on the student achieving a minimum score of 60% on the objective section AND a score of 70% or greater on the administered CTC departmental final exam;
- 4) To forward documentation verifying the exam and essay grades to CTC within 7 days of course completion;
- 5) To provide random samples of completed student exams when requested by CTC;
- 6) To maintain student exams for a period of one year

OR

7) If using the ED Ready Texas English Bridge Course only:

- a) Achieve a score of 90 or greater on the Stage 1 initial diagnostic or the study path,
AND
- b) Achieve a passing grade on a narrative essay graded by a qualified instructor,
AND;
- c) Achieve a score of 90 or higher on the Stage 2 study path.

- 3. **Term.** This agreement shall commence upon the date of execution of this agreement and shall continue until such time as the agreement is terminated.
- 4. **Termination.** Either party may terminate the MOU by providing written notice 30-days prior to its intent to withdraw. Upon receipt of the 30-day notice to terminate all enrolled students for the current term will be allowed to complete that term and gain the benefits of this MOU.
- 5. **Amendments.** The terms of this MOU may be amended only by written agreement of the parties, effective after both parties sign.

Mark Harmsen

Print Name



Mark Harmsen
Vice Chancellor, Finance and Administration
Central Texas College

Print Name

Dr. Joe Burns
Superintendent
Copperas Cove Independent School District

Date 5/30/2024

Date _____



DUAL CREDIT AGREEMENT
EMERGENCY MEDICAL TECHNICIAN (EMT)
2024-2025

A. This Dual Credit Agreement “DCA” is made and entered into on (insert date of second signatory here) between Central Texas College, P.O. Box 1800, Killeen, Texas, 76540-1800, hereinafter referred to as “CTC” and **Copperas Cove Independent School District**, P.O. Box 580, Copperas Cove, Texas, 76522 hereinafter referred to as “ISD” or “CCISD”.

B. The purpose of this DCA is to approve the mechanism for the establishment of a dual credit partnership between CTC and the ISD. The DCA is defined as an agreement between CTC and the ISD that sets forth the process by which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and the high school, thus accelerating the transition from high school to post-secondary education. Dual credit is also referred to as concurrent course credit; the terms are equivalent. The terms “faculty” and “instructor” as used interchangeably.

C. This DCA aligns with the statewide dual credit program goals through collaborative outreach efforts, advising, and support services, while maintaining the quality and rigor of dual credit courses.

D. ISDs Role and Responsibilities:

1. All instructional material, such as books, handouts, calculators, etc., will be provided by the ISD.
2. The ISD will pay tuition to CTC as outlined in this DCA and shall pay all invoices received by CTC for funds owed under this DCA within (30) calendar days of the date of the invoice.
3. Student transportation, if applicable, will be solely provided and paid for by the ISD.
4. The ISD will adhere to the CTC fall and spring start and end dates.

E. CTC’s Role and Responsibilities:

1. CTC will hire all instructors to teach the courses subject to the terms of this DCA.
2. CTC will ensure that instructors, substitutes and the curriculum meet the requirements of CTC, SACSCOC and the THECB.
3. CTC will pay all dual credit faculty for each section taught pursuant to Central Texas College’s current pay rate. Payment will be twice a month as published on the CTC Payroll Calendar. All instructors paid by CTC will be obligated to sign a CTC adjunct instructor Part-Time Employment Agreement.
4. CTC will provide classroom space as needed on its campus, and will provide equipment and other peripherals when both parties agree such materials are necessary to support the education process.

5. CTC will ensure that all dual credit courses, whether taught at CTC, online, blended or at the ISD, are equivalent with respect to curriculum, material, attendance requirements, instruction, method, and rigor as those courses offered at the CTC Central Campus. Blended means instruction is mostly online with some in-person classes and labs on campus at scheduled times. The quality and rigor of the dual credit courses will be sufficient to ensure student success in subsequent courses.
6. CTC will provide academic and college support services to dual credit students as outlined in H.6 below.
7. CTC will bill the ISD for each dual credit student at CTC's agreed upon contract rate. Such invoice shall be delivered to the ISD via mail following the class census date, and before the class end date.
8. CTC will offer a vocational program in EMT to ISD students.

F. EMT Program:

1. Along with immunizations, students must complete a current physical within six months of the start of class. Completed physicals will be submitted to the CTC EMS program clerk. The student has to be cleared for unlimited EMS job-related, physical activity or they cannot attend clinical. Physicals can be completed by school nurse or completed with athletic physical (must be on CTC form).

Required Student Immunizations Include:

- One dose of rubella after the first birthday,
 - Tetanus/Diphtheria/Pertussis booster within 10 years,
 - Hepatitis B series (takes 6 months to complete),
 - documentation of negative screening results for tuberculosis, must complete TB tests no more than 90 days prior to the program start date: 2-Step Tuberculin Skin Test.
 - Proof of 2 doses of measles vaccine administered on or after the 1st birthday and at least 30 days apart,
 - One dose of mumps vaccine administered after the 1st birthday,
 - Proof of varicella vaccination, and
 - Other immunizations as determined to be medically necessary.
 - Currently many clinical sites require proof of Covid 19 vaccination before entry into the facility as a clinical student. Students should expect this requirement to continue.
2. ISD must provide a letter of verification acknowledging that enrolled students are in good standing with no violence or drug offenses at school.
 3. Students must complete and submit EMS program application with associated release forms to the EMS program clerk no later than November prior to the spring semester.

G. Joint Responsibilities:

1. CTC and the ISD shall coordinate and participate jointly in parent and student information sessions, college visits, counselor training workshops, and other activities as set forth herein.
2. Information about the dual credit program shall be made readily available by both CTC and the ISD through their marketing materials to include student handbooks, rack cards, and shall also be available on a designated dual credit page on the Central Texas College website, www.ctcd.edu .

H. Under this DCA the following conditions must be met in order for the student to receive college credit at CTC:

1. CTC Eligible Courses and Degree Programs:

The only courses that may be offered for dual credit are:

- A) Course in an active field of study curriculum (developed by the Board under Section 61.823) or program of study curriculum (developed by the Board under Section 61.823);
- B) In CTC's Core Curriculum;
- C) Foreign Language courses and;
- D) Career and Technical Education courses that apply to any certificate or associate degree offered by CTC including
 - 1) Courses contained in the Workforce Education Course Manual (WECM);
 - 2) Courses with the following rubrics in the Lower Division Academic Course Guide Manual (ACGM) ACCT, AGRI, BCIS, COSC, CRIJ, ENGR, HORT, RNSG. Courses considered remedial, developmental and/or orientation in content will not be considered for dual credit.

Courses offered for dual credit to the ISD will be reviewed annually by CTC in partnership with the ISD as part of the agreement revision, and shall be attached and fully incorporated herein as they are amended. CTC shall present the list of offered courses to the ISD no later than 10 days before the beginning of the fall semester and such list will be applicable for the academic year.

All students shall be placed on a CTC degree plan or certificate of completion plan as applicable. The number of credits for a student to earn a CTC degree may not exceed 60 credits. Dual credit students who are taking CTC courses on a full-time status may be allowed to continue in the dual credit program to earn more than 60 credits with prior signed, written permission from CTC and the ISD.

2. Student Eligibility:

Student eligibility shall be determined by the requirements outlined in the Texas Administrative Code, *Rules Applying to All Public Institutions of Higher Education in Texas*, Chapter 4, Subchapter D, 4.85(b)1-8 and Texas Education Code section 28.0095(c)(1)(2) and the rules promulgated by the Texas Higher Education Coordinating Board. The current Central Texas College Course Catalog shall determine all admission and registration requirements.

Students will not be accepted into a program after CTC late registration.

3. Location of Classes:

CTC offers dual credit courses to the ISD at the Central Campus located in Killeen, Texas.

4. Student Composition of CTC Classes:

All students will be included with Central Campus students. In those cases where there are insufficient dual credit students to conduct the class, CTC, at its discretion may enroll the dual credit students attending classes on CTC Central Campus or through distance learning with mainstream college students and/or with other high school students. All such enrollments shall be governed by the criteria set forth in the Texas Administrative Code, Chapter 4, *Rules Applying to All Public Institutions of Higher Education*, Chapter 4, Subchapter D, Section 4.85 (d)1-3 and SACSCOC rules relating to Dual Credit.

5. Faculty Selection, Obligations, and Pay:

CTC shall hire and make all faculty teaching assignments and faculty may be assigned to teach on CTC Central Campus and through CTC distance learning. All dual credit faculty must meet the minimum requirement of the Southern Association of Colleges and Schools, Commission on Colleges and CTC. All faculty approval will be determined by the appropriate CTC administrator following the approval procedures outlined in the *CTC Instructor Qualification and Approval Procedures*, CTC Human Resources Policy #160. CTC shall evaluate dual credit faculty using the same procedures used for faculty at the CTC Central Campus.

Payment and benefits to CTC faculty will be in accordance with CTC's regular faculty payroll schedule at the agreed upon contract rate.

All dual credit faculty will conform to all CTC policies and procedures.

Ensure dual credit courses held at the CCISD meet the contact hours required and that extracurricular activities do not interfere with students completing the required contact hours.

a) Adjunct Instructors (Dual Credit Faculty):

- 1) Be credentialed and hired at sole discretion of CTC.
- 2) Provide students the course syllabus on the first day of class.
- 3) Maintain college-level rigor of the course.

- 4) Follow the curriculum provided by CTC.
 - b) Alert the department chair immediately if there is an issue with equipment or text books.
 - c) Follow the protocol for communicating with the department chair on any grading or student conduct items.
 - d) Submit rosters and grades on time.
 - e) Check rosters daily to ensure all students in the class are on the college roster. And report any discrepancies immediately to the Dual Credit Programs office.
 - f) Maintain communication with the department chair throughout the semester.
 - g) Attend trainings provided by the Dual Credit Programs department and CTC.
 - h) Complete all mandated online training by the due date.
 - i) Communicate with dual credit students through CTC email.
 - j) Attend Faculty Preservice at the beginning of Fall Semester and Faculty Inservice at the beginning of Spring Semester in-person or, alternatively, attend synchronously (if available) and/or view a recorded version at a time and location of their choosing.
6. Academic Policies and Student Support Services:

The student must meet all CTC admissions requirements as published in the current CTC course catalog.

Student must adhere to the requirements, policies, and procedures as set forth in current CTC Student Handbook and Course Catalog.

Students are expected to maintain academic honesty by refraining from academically dishonest behaviors (i.e., plagiarism, collusion, cheating). Academic misconduct and student code of conduct sanctions are administered in accordance with policy and procedures set forth in the current CTC Course Catalog and applicable department student handbooks.

CTC Academic advising will be available to all students throughout their enrollment with Central Texas College. In addition, CTC support services, such as the library services, tutoring, etc. are offered to students as needed and as applicable, with the goal being the student successfully completing the dual credit courses.

CTC Disability Support Services: Disability support services are available to dual credit students while taking dual credit or college courses only, and shall be administered consistent with the disability services afforded to college level students. Disability Support provided by the ISD may not be consistent with such support services offered at the college level.

7. The student must obtain written approval from parent/guardian and high school counselor for course enrollment each semester. The student must obtain written approval from the high

school counselor for all dual credit course changes and each new course enrollment request before enrollment.

The student must submit a CTC application with high school transcript, qualifying test scores, registration form, release of information form, and dual credit/early admissions application. In addition, the student must complete the Dual Credit/Early Admissions application and registration form each semester that they enroll in dual credit courses.

Students are required to provide their social security number on their admission application. Students will not be permitted to register for classes until a social security number is provided.

8. College Transcript:

Course grades will be recorded on a college transcript upon a student's completion of the course as defined in the current Central Texas College Course Catalog and Central Texas College Student Handbook, and in accordance with the Texas Administrative Code: Title 19, Part 1, Chapter 4, Subchapter D, rule 4.85.

9. Sources of Funding for Tuition, Transportation, Textbooks, and Payment

The ISD will claim all students in Average Daily Attendance for purposes of state aid. CTC will claim all other funding for all students receiving college credit in dual credit courses.

FAST Eligible Students: Financial Aid for Swift Transfer (FAST) is defined in accordance with Texas Education Code section 28.0095. The criteria for determining whether a student is FAST eligible will be held in accordance with Texas Education Code section 28.0095(c)(1)(2) and the rules promulgated by the Texas Higher Education Coordinating Board. Eligibility will be further determined based on certification reports and data provided by the Texas Higher Education Coordinating Board. Tuition for FAST eligible students is zero per credit hour to ISD and student, and zero for book costs to the student. There is no cost to ISD for tuition regarding FAST eligible students. ISD is however responsible for the cost of books, differential tuition, instructional materials, and supplies such as computing devices or other items not specifically provided for within this agreement. See Attachment 1 for further guidance regarding instructional materials.

Non-FAST Eligible Students: For students that do not meet the criteria for FAST eligibility as prescribed above, the tuition rate is \$55.00 per credit hour, and will be adjusted as prescribed by the Texas Higher Education Board and approved by the Central Texas College Board of Trustees, for the academic year. Invoices billed to ISD are payable net 30 days. ISD will be billed per student for tuition, differential tuition, and books for up to 60 credit hours over the course of the student's high school enrollment as approved by ISD. Tuition, differential tuition, and books for additional courses will be billed to the student for courses and materials outside of this agreement. For any and all refunds where a student withdraws from a course or program, refunds are administered according to the CTC refund schedule. Refunds for student

withdrawal are calculated effective the date Dual Credit Programs Office receives notification of student withdrawal from the ISD.

Students who take courses which are not approved under this agreement are obligated to pay the full in-district tuition rate and are responsible for all books and material costs. Dual enrollment or concurrent enrollment under the Texas Admin Code section 4.83 is defined as follows: “Dual enrollment (previously referred to as dual or concurrent enrollment)—Refers to a system under which a student is enrolled in more than one educational institution (including a high school and a public institution of higher education). When a student in a dual enrollment system enrolls in courses that student earns appropriate course credit from each distinct educational institution that offered the course. Dual Enrollment is not equivalent to dual credit.”

Student Reimbursement: ISD at its sole discretion may choose to require reimbursement from any student that is not FAST-eligible for tuition, fees, books, or other course materials paid for by the ISD. Student reimbursement shall not be a condition of the ISD’s payment for the amounts billed by the College to the ISD. The ISD may not require reimbursement for any costs from students that are FAST eligible.

ISD agrees to pay all costs for instructional materials to include books, handouts, calculators, uniforms, computing devices and other material not specifically declared as included by this agreement.

ISD is responsible for all costs of transportation of students as required under this DCA.

10. Metrics: The following metrics will be maintained by CTC:

- A) Student enrollment in postsecondary after high school;
- B) Time to degree completion;
- C) Semester credit hours to degree; and
- D) Analysis of measure in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

11. Data Sharing: A portion of the relevant student data shall be provided by CCISD to CTC and a portion of the data shall be provided by CTC to CCISD. The data shall be provided in the following format: Either Microsoft Excel or Access.

CCISD will provide:

a. Enrollment information for all students:

- 1) First Name, Last Name, Middle Initial;
- 2) Social Security Number (SSN) for all U.S. Citizens and permanent residents. If student is not a U.S. Citizen or permanent resident, then the state-approved alternative ID (Alt ID) is required.
- 3) Date of Birth (DOB);

- b. High School Attending;
- c. Date of High School graduation;
- d. Endorsement areas of each student
- e. Special group identification, for example Early College Program or STEM; and
- f. Cumulative GPAs
- g. Texas Student Data System (TSDS) Unique ID

12. Accreditation and Standards: The educational partners to this DCA are independent agencies accredited by various state and regional accrediting agencies. Each institution is responsible for meeting the standards established by the accrediting agencies under whose authority it awards degrees and certificates. No provision of this DCA shall be construed to limit the authority of any educational partner to meet its accreditation obligations.

I. Term: This DCA shall commence upon the date of its execution and shall continue until such time as the DCA is terminated.

J. Termination: This DCA may be terminated by either party providing thirty (30) calendar days' written notice to the other party. Such notice shall be hand delivered or sent by certified mail, return receipt requested, to the address of the respective parties listed above. However, such termination shall not take effect with regard to courses that have already begun and such courses shall be allowed to finish the term already begun. Likewise, courses which have not yet begun, but in which dual credit students are actually enrolled at the time of receipt of the notice of termination, shall be allowed to commence and finish that particular course for that particular term/semester. Upon receipt of a notice of termination, the parties shall immediately cease to enroll students in a dual credit program under this DCA.


K. To the extent permitted under Texas law and without waving any defenses including governmental immunity, each party to this DCA agrees to be responsible for its own acts or failure to act, including acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this DCA or any of its activities or from any act or omission of any employee or invitee of the parties of this DCA. The provisions in this paragraph are solely for the benefit of the parties to this DCA and are not intended to create or grant any rights, contractually or otherwise to any third party.

L. Limitation of Liability. FOR BREACH OF ANY PROVISION HEREIN, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

M. This DCA shall not be assigned to any third person or entity without the express written and signed consent of the non-assigning party.

N. This DCA contains the entire understanding and agreement between the parties, and neither is relying on any promises or representations not contained herein. This DCA may be revised or modified in any fashion only by signed written agreement between the parties.

O. This DCA is executed at Killeen, Texas, on the date of the last signature herein. This Agreement supersedes all prior DCA(s), verbal, and/or written agreements made between the parties as to the subject matter herein and shall commence upon the date of execution and continue until such time as the Agreement is terminated.



Mr. Mark Harmsen
Vice Chancellor Finance and Administration,
Central Texas College

Dr. Joe Burns
Superintendent,
Copperas Cove Independent School District

06/11/2024
Date

Date

Attachment 1 – Courses and Costs

Courses toward EMT-Paramedic (EMP15.CC1)

Certificate of Completion

Endorsement Public Safety

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1 (Spring)				
Emergency Medical Technician	EMSP 1401	4	Extended Practicum in Law, Public Safety, Corrections, and Security	3
Clinical- Emergency Medical Technology/Technician	EMSP 1160	1	EMTB Clinical	1

Upon successful completion of EMSP 1401 and EMSP 1160, students are eligible to sit for the National Registry Emergency Medical Technician (EMT) exam.

EMT Cost Chart

Item Description	Unit Cost	Quantity	Totals
Uniforms 1 shirt (\$35)= \$35 Uniform sold at CTC Bookstore	\$35.00	Per student	\$35.00
Textbook bundle	\$307.27	Per student	\$307.25
Stethoscope	\$61.25	Per student	\$61.25
TOTAL			\$403.50
Standard tuition	\$125.00	Per SCH	\$625.00
Differential tuition	\$65.00	Per SCH	\$325.00
Grand Total			\$1,353.50



DUAL CREDIT AGREEMENT
HOSPITALITY MANAGEMENT/CULINARY ARTS
2024-2025

- A. This Dual Credit Agreement “DCA” shall commence upon the date of its execution and shall continue until such time as the DCA is terminated. The agreement is made and entered into by and between Central Texas College, P.O. Box 1800, Killeen, Texas, 76540-1800, hereinafter referred to as “CTC” and **Copperas Cove Independent School District**, P.O. Box 580, Copperas Cove, Texas, 76522, hereinafter referred to as “ISD”.
- B. The purpose of this DCA is to approve the mechanism for the establishment of a dual credit partnership between CTC and the ISD. The DCA is defined as an agreement between CTC and the ISD that sets forth the process by which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and the high school, thus accelerating the transition from high school to post-secondary education. Dual credit is also referred to as concurrent course credit; the terms are equivalent. The terms “faculty” and “instructor” as used interchangeably.
- C. This DCA aligns with the statewide dual credit program goals through collaborative outreach efforts, advising, and support services, while maintaining the quality and rigor of dual credit courses.
- D. ISDs Role and Responsibilities:
1. The ISD will provide classroom space, equipment and other peripherals on its high school campus located at 400 S. 25th Street, Copperas Cove, TX 76522S as needed and applicable to enhance the education process.
 2. All instructional materials, such as books, handouts, calculators, uniforms, food, etc., will be provided by the ISD.
 3. The ISD will pay tuition to CTC as outlined in this DCA and shall pay all invoices received by CTC for funds owed under this DCA within thirty (30) calendar days of the date of the invoice.
 4. Student transportation, if applicable, will be solely provided and paid for by the ISD.
 5. The ISD will adhere to the CTC fall and spring start and end dates.
- E. CTC’s Role and Responsibilities:
1. CTC will hire all instructors and substitutes to teach the courses subject to the terms of this DCA.

2. CTC will ensure that instructors, substitutes, and the curriculum meet the requirements of CTC, SACSCOC, and the THECB.
 3. CTC will pay all dual credit faculty for each section taught pursuant to Central Texas College's current pay rate. Payment will be twice a month as published on the CTC Payroll Calendar. All instructors paid by CTC will be obligated to sign a CTC adjunct instructor Part-Time Employment Agreement.
 4. CTC will provide classroom space as needed on its campus, and will provide equipment and other peripherals when both parties mutually agree such materials are necessary to support the education process.
 5. CTC will ensure that all dual credit courses, whether taught at CTC, online, or blended, are equivalent with respect to curriculum, materials, attendance requirements, instruction, method, and rigor as those courses offered at the CTC Central Campus. A CTC course taught in a blended format is taught partially online and partially in-person on our site. The quality and rigor of the dual credit courses will be sufficient to ensure student success in subsequent courses.
 6. CTC will provide academic and college support services to dual credit students as outlined in H.6. below.
- F. Upon schedule availability, CTC and the ISD shall coordinate and participate jointly in parent and student information sessions, college visits, counselor training workshops, and other activities as set forth herein.
- G. Information about the dual credit program shall be made readily available by both CTC and the ISD through their marketing materials to include student handbooks, rack cards, and shall also be available on a designated dual credit page on the Central Texas College website, www.ctcd.edu.
- H. Under this DCA the following conditions must be met in order for the student to receive college credit at CTC:
- 1) The only courses that may be offered for dual credit are:
 - A) Courses in an active field of study curriculum (developed by the Board under Section 61.8235);
 - B) Courses in CTC's Core Curriculum;
 - C) Foreign language courses; and
 - D) Career and Technical Education courses that apply to any certificate or associate degree offered by CTC including:
 1. Courses contained in the Workforce Education Course Manual (WECM);

2. Courses with the following rubrics in the Lower Division Academic Course Guide Manual (ACGM) ACCT, AGRI, BCIS, BUSI, COSC, CRIJ, ENGR, HORT, RNSG

Courses offered for dual credit to the ISD will be reviewed annually by CTC in partnership with the ISD as part of the agreement revision, and are attached to this document and shall be incorporated herein as they are amended. CTC shall present the list of offered courses to the ISD as a revised attachment no later than 10 days before the beginning of fall semester and such list will be applicable for that academic year.

All students shall be placed on a CTC degree plan or certificate of completion plan as applicable. The number of credits for a student to earn a CTC degree may not exceed 60 credits. Dual credit students who are taking CTC courses on a full-time status may be able to complete the associate degree within two years. Dual Credit eligible students may be allowed to continue in the dual credit program to earn more than 60 credits with prior signed, written permission from CTC and the ISD.

2) Student Eligibility:

Student eligibility shall be determined by the requirements outlined in the Texas Administrative Code, *Rules Applying to All Public Institutions of Higher Education in Texas*, Chapter 4,

Subchapter D, 4.85(b)1-8. The current Central Texas College Course Catalog shall determine all admission and registration requirements.

Students will not be accepted into classes or a program after CTC late registration ends.

3) Location of Classes:

CTC offers dual credit courses to CCISD at the Copperas Cove High School Campus located in Copperas Cove and by electronic means through CTC distance learning.

4) Student Composition of CTC Classes:

In those cases where there are insufficient dual credit students to conduct the class, CTC, at its discretion may enroll the dual credit students attending through distance learning with mainstream college students and/or with Early College High School or STEM students. All such enrollments shall be governed by the criteria set forth in the Texas Administrative Code, Chapter 4, *Rules Applying to All Public Institutions of Higher Education*. Chapter 4, Subchapter D, Section 4.85(d)1-3 and SACSCOC rules relating to Dual Credit.

5) DCA Faculty Selection, Supervision, and Evaluation

Faculty members must meet the minimum requirements of the Southern Association of Colleges and Schools, Commission on Colleges and Central Texas College. Approval procedures outlined in CTC *Instructor Qualification and Approval Procedures*, Human Resources Policy #160 will be followed. CTC shall hire, supervise, and evaluate instructors

of dual credit courses using the same comparable procedures used for faculty at the Central Campus.

- a) Dual Credit Faculty
 - 1) Be credentialed and hired at sole discretion of CTC.
 - 2) Provide student the course syllabus on the first day of class.
 - 3) Maintain college-level rigor of the course.
 - 4) Follow the curriculum provided by CTC.
- b) Alert the department chair immediately if there is an issue with equipment or text books.
- c) Follow the protocol for communicating with the department chair on any grading or student conduct items.
- d) Submit rosters and grades on time.
- e) Check rosters daily to ensure all students in the class are on the college roster. Report any discrepancies immediately to the Dual Credit Programs Office.
- f) Maintain communication with the department chair throughout the semester.
- g) Attend trainings provided by the Dual Credit Programs Office and CTC.
- h) Complete all mandated online training by the due date.
- i) Communicate with dual credit students through CTC email and Blackboard messages.
- j) Attend Faculty Preservice at the beginning of fall semester. Attend Faculty Inservice at the beginning of spring semester.

Payment and benefits to CTC faculty will be in accordance with CTC's regular faculty payroll schedule.

All dual credit faculty will conform to all CTC policies and procedures.

6) Academic Policies and Student Support Services:

The student must meet all CTC admissions requirements as published in the current CTC course catalog.

Student must adhere to the requirements, policies, and procedures as set forth in the current CTC Student Handbook and CTC Course Catalog.

Academic misconduct sanctions are administered in accordance with policy and procedures set forth in the current CTC Course Catalog. Students are expected to maintain academic honesty by refraining from academically dishonest behaviors (i.e., plagiarism, collusion, cheating). Academic misconduct sanctions are administered in accordance with policy and procedures set forth in the current CTC Course Catalog.

CTC Academic advising will be available to all students throughout their enrollment with Central Texas College. In addition, CTC support services, such as the library services, tutoring, etc. are offered to students as needed and as applicable, with the goal being the student successfully completing the dual credit courses.

CTC Disability Support Services: Disability support services are available to dual credit students while taking dual credit or college courses only and shall be administered consistent with the disability services afforded to college level students. Disability Support provided by the ISD may not be consistent with such support services offered at the college level.

- 7) The student must obtain written approval from parent/guardian and high school counselor for course enrollment each semester. The student must obtain written approval from the high school counselor for all dual credit course changes and each new course enrollment request before enrollment.

The student must submit a CTC application with high school transcript, qualifying test scores, and the dual credit/early admissions advising and registration plan. In addition, the student must complete the dual credit/early admissions advising and registration ~~form~~ plan each semester that they enroll in dual credit courses.

- 8) Transcribing of Credit:

College credit grades and associated credit will be transcribed upon a students' completion of the course as defined in the current Central Texas College Course Catalog and Central Texas College Student Handbook, and in accordance with the Texas Administrative Code: Title 19, Part 1, Chapter 4, Subchapter D, rule 4.85.

- 9) Sources of Funding for Tuition, Transportation, Textbooks, and Payment

The ISD will claim all students in Average Daily Attendance for purposes of state aid. CTC will claim all other funding for all students receiving college credit in dual credit courses.

FAST Eligible Students: Financial Aid for Swift Transfer (FAST) is defined in accordance with Texas Education Code section 28.0095. The criteria for determining whether a student is FAST eligible will be held in accordance with Texas Education Code section 28.0095(c)(1)(2) and the rules promulgated by the Texas Higher Education Coordinating Board. Eligibility will be further determined based on certification reports and data provided by the Texas Higher Education Coordinating Board. Tuition for FAST eligible students is zero per credit hour to the ISD and student, and zero for book costs to the student. There is no cost to ISD for tuition regarding FAST eligible students. ISD is however responsible for the cost of books, differential tuition, instructional materials, and supplies such as computing devices or other items not specifically provided for within this agreement.

Non-FAST Eligible Students: For students that do not meet the criteria for FAST eligibility as prescribed above, the tuition rate is \$55.00 per credit hour, and will be adjusted as prescribed by the Texas Higher Education Board and approved by the Central Texas College Board of Trustees, for the academic year. Invoices billed to ISD are payable net 30 days. ISD will be billed per student for tuition, differential tuition, and books for up to 60 credit hours over the course of the student's high school enrollment as approved by ISD. Tuition, differential tuition, and books for additional courses will be billed to the student for courses and materials outside of this agreement. For any and all refunds where a student withdraws from a course or program, refunds are administered according to the CTC refund schedule. Refunds for student withdrawal are calculated effective the date Dual Credit Programs Office receives notification of student withdrawal from the ISD.

Students who take courses which are not approved under this agreement are obligated to pay the full in-district tuition rate and are responsible for all books and material costs. Dual enrollment or concurrent enrollment under the Texas Admin Code section 4.83 is defined as

follows: “Dual enrollment (previously referred to as dual or concurrent enrollment)—Refers to a system under which a student is enrolled in more than one educational institution (including a high school and a public institution of higher education). When a student in a dual enrollment system enrolls in courses that student earns appropriate course credit from each distinct educational institution that offered the course. Dual Enrollment is not equivalent to dual credit.”

Student Reimbursement: ISD at its sole discretion may choose to require reimbursement from any student that is not FAST-eligible for tuition, fees, books, or other course materials paid for by the ISD. Student reimbursement shall not be a condition of the ISD’s payment for the amounts billed by the College to the ISD. The ISD may not require reimbursement for any costs from students that are FAST eligible.

All instructional materials, such as books, handouts, calculators, food, uniforms, etc, will be provided by ISD.

ISD is responsible for all costs of transportation of students as required under this DCA.

ISD is responsible for purchase and cost of food.

ISD is responsible for items listed in the cost chart.

10) Metrics: The following metrics will be maintained by CTC:

- a) Student enrollment in postsecondary after high school;
- b) Time to degree completion;
- c) Semester credit hours to degree; and
- d) Analysis of measure in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

11) Data Sharing: A portion of the relevant student data shall be provided by ISD to CTC and a portion of the data shall be provided by CTC to ISD. The data shall be provided in the following format: Either Microsoft Excel or Access.

ISD will provide:

- a) Enrollment information for all students:
 - 1) First Name, Last Name, Middle Initial;
 - 2) Social Security Number (SSN) for all U.S. Citizens and permanent residents. If student is not a U.S. Citizen or permanent resident, then the state-approved alternative ID (Alt ID) is required.
- b) High school Attending;
- c) Date of High School graduation;
- d) Endorsement areas of each student;
- e) Special group identification, for example Early College Program or STEM
- f) Cumulative GPAs

g) Texas Student Data System (TSDS) Unique ID

12) Accreditation and Standards:

The educational partners to this DCA are independent agencies accredited by various state and regional accrediting agencies. Each institution is responsible for meeting the standards established by the accrediting agencies under whose authority it awards degrees and certificates. No provision of this DCA shall be construed to limit the authority of any educational partner to meet its accreditation obligations.

- I. Term: This DCA shall commence upon the date of its execution and shall continue until such time as the DCA is terminated.
- J. Termination: This DCA may be terminated by either party providing thirty (30) calendar days' written notice to the other party. Such notice shall be hand delivered or sent by certified mail, return receipt requested, to the address of the respective parties listed above. However, such termination shall not take effect with regard to courses that have already begun and such courses shall be allowed to finish the term already begun. Likewise, courses which have not yet begun, but in which dual credit students are actually enrolled at the time of receipt of the notice of termination, shall be allowed to commence and finish that particular course for that particular term/semester. Upon receipt of a notice of termination, the parties shall immediately cease to enroll students in a dual credit program under this DCA.
- K. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this DCA agrees to be responsible for its own acts or failure to act, including acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this DCA or any of its activities or from any act or omission of any employee or invitee of the parties of this DCA. The provisions in this paragraph are solely for the benefit of the parties to this DCA and are not intended to create or grant any rights, contractually or otherwise to any third party.
- L. Limitation of Liability. FOR BREACH OF ANY PROVISION HEREIN, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- M. This DCA shall not be assigned to any third person or entity without the express written and signed consent of the non-assigning party.
- N. This DCA contains the entire understanding and agreement between the parties and neither is relying on any promises or representations not contained herein. This DCA may be revised or modified in any fashion only by signed written agreement between the parties.
- O. This DCA is executed at Killeen, Texas, on the date of the last signature herein. This Agreement supersedes all prior DCA(s), verbal, and/or written agreements made between the parties as to the

subject matter herein and shall commence upon the date of execution, and continue until such time as the Agreement is terminated.



Mark Harmsen
Vice Chancellor Finance and Administration
Central Texas College

Dr. Joe Burns
Superintendent,
Copperas Cove Independent School District

06/11/2024

Date

Date

Exhibit A

HOSPITALITY MANAGEMENT/CULINARY ARTS COURSE OFFERING

This ISD Program of Study is aligned with the Business & Industry endorsement and with the Level One Certificate of Completion, Restaurant Skills (HMR13) and Level One Certificate of Completion, Baking (HMBK9), offered at Central Texas College.

College Course Description	College Course	Credit Value	High School Description	Credit Value
Fall Suggested Year One New Students				
Sanitation & Safety	CHEF 1305 (ServSafe Manager Certification) 3-0-3	3	Culinary Arts B	1
Basic Food Preparation	CHEF 1301 1-5-3	3	Culinary Arts A	1
Fall Suggested Year Two Returning Students				
Fundamentals of Baking	PSTR 1301 2-4-3	3	Practicum in Culinary Arts I	1
Principles of Food & Beverage Operations	HAMG 2301 3-0-3	3	Principles of Hospitality & Tourism B	0.5
Spring Suggested Year One Returning New Students				
Principles of Healthy Cuisine	CHEF 1302 1-5-3 (Prerequisite CHEF 1301)	3	Introduction to Culinary Arts 8106	1
Introduction to the Hospitality Industry	HAMG 1321 3-0-3	3	Principles of Hospitality and Tourism A	0.5
Spring Suggested Year Two Returning Students				
Cake Baking and Production	PSTR 1302 2-4-3 (Prerequisite PSTR 1301)	3	Culinary Arts 8091	1
Menu Management	RSTO 1321 3-0-3	3	Menu Management	0.5

Cost Chart

Item	Cost
Chef Hat	\$17.50
Chef Jacket	\$41.75-\$50.75 (depends on size)
Chef Pants	\$32.25-\$41.25 (depends on size)
Chef Knives	\$148.25
Aprons	\$6.99
Thermometers	\$8.50



Early College Program Agreement 2024-2025

- A. This Early College Program Agreement “ECPA” shall commence upon the date of its execution and shall continue until such time as the DCA is terminated. The agreement is made and entered into by and between Central Texas College, P.O. Box 1800, Killeen, Texas, 76540-1800, hereinafter referred to as “CTC” and **Copperas Cove Independent School District**, 408 South Main Street, Copperas Cove, Texas, 76522 hereinafter referred to as “ISD”.
- B. The purpose of this ECPA is to approve the mechanism for the establishment of an Early College Program partnership between CTC and the ISD. The ECPA is defined as an agreement between CTC and the ISD that sets forth the process by which a high school student will be allowed to earn both a high school diploma and an associate's degree, or two years of college credit toward a bachelor's degree, thus accelerating the transition from high school to post-secondary education.
- C. This ECPA aligns with the statewide dual credit program goals through collaborative outreach efforts, advising, and support services, while maintaining the quality and rigor of dual credit courses.
- D. ISDs Role and Responsibilities:
1. The ISD will provide classroom space, equipment and other peripherals on its campus as needed and applicable to enhance the education process.
 2. All instructional materials, such as books, handouts, calculators, etc., will be provided by the ISD.
 3. The ISD will pay tuition to CTC as outlined in this ECPA and shall pay all invoices received from CTC for funds owed under ECPA within thirty (30) calendar days of the date of the invoice.
 4. Student transportation, if applicable, will be solely provided and paid for by the ISD.
 5. The ISD will adhere to CTC’s spring and fall semester start and end dates.
- E. CTC’s Role and Responsibilities:
1. CTC will hire all instructors and substitutes to teach the courses subject to the terms of this ECPA.
 2. CTC will ensure that instructors, substitutes, and the curriculum meet the requirements of CTC, the Southern Association of Colleges and Schools Commission on Colleges and the Texas Higher Education Coordinating Board.

3. CTC will pay all dual credit faculty for each section taught pursuant to Central Texas College's current teaching rate. Payment will be twice a month as published on the CTC Payroll Calendar. Adjunct instructors paid by CTC will be obligated to sign a CTC adjunct instructor Part-Time Employment Agreement.
 4. CTC will provide classroom space as needed on Central Campus, and will provide equipment and other peripherals when both parties mutually agree such materials are necessary to support the education process.
 5. CTC will ensure that all Early College Program courses, whether taught at CTC, online, blended or at the ISD, are equivalent with respect to curriculum, materials, attendance requirements, instruction, method, and rigor as those courses offered at the CTC Central Campus. The quality and rigor of the Early College Program courses will be sufficient to ensure student success in subsequent courses.
 6. CTC will provide academic and college support services to Early College Program students as outlined in H.6. below.
 7. CTC will bill the ISD based on a contracted rate as set forth here in this agreement.
- F. CTC and the ISD shall coordinate and participate jointly in parent and student information sessions, college visits, counselor training workshops, and other activities as set forth herein.
- G. Information about the early college program shall be made readily available by both CTC and the ISD through their marketing materials to include student handbooks, rack cards, and shall also be available on a designated dual credit page on the Central Texas College website, www.ctcd.edu.
- H. Under this ECPA the following conditions must be met in order for the student to receive college credit at CTC:
1. CTC Eligible Courses and Degree Programs:

Courses that may be offered for dual credit are

 - a) Courses in an active field of study curriculum (developed by the Board under Section 61.823) or program of study curriculum developed by the Board under Section 61.8235;
 - b) Courses in CTC's Core Curriculum
 - c) Foreign Language courses; and
 - d) Career and Technical Education courses that apply to any certificate or associate degree offered by CTC including
 - 1) Courses contained in the Workforce Education Course Manual (WECM);

- 2) Courses with the following rubrics contained in the Academic Course Guide Manual (ACGM): ACCT, AGRI, BCIS, BUSI, COSC, CRIJ, ENGR, HORT, RNSG.

Courses offered for dual credit to the ISD will be reviewed annually by CTC in partnership with the ISD as part of the agreement revision, and are attached to this document and shall be incorporated herein as they are amended. CTC shall present the list of offered courses to the ISD as an attachment no later than 10 days before the beginning of fall semester and such list will be applicable for the academic year.

All students shall be placed on a CTC degree plan or certificate of completion plan as applicable. The number of credits for a student to earn a CTC degree may not exceed 60 credits. Early College Program students who are taking CTC courses on a full-time status may be able to complete the associate degree within two years. Under special circumstances, Early College eligible students may be allowed to continue in the Early College Program to earn more than 60 credits with prior signed, written permission from CTC and the ISD.

2. Student Eligibility:

Student eligibility shall be determined by the requirements outlined in the Texas Administrative Code, *Rules Applying to All Public Institutions of Higher Education in Texas*, Chapter 4, Subchapter D, 4.85(b)1- 8 and Texas Education Code section 28.0095(c)(1)(2) and the rules promulgated by the Texas Higher Education Coordinating Board. The current Central Texas College Course Catalog shall determine all admission and registration requirements.

Students will not be accepted into a program after CTC late registration date.

3. Location of Classes:

CTC offers early college program courses to the ISD at the CTC Central Campus located in Killeen, Texas, at the ISD high school campus, and by electronic means through CTC distance learning. The ISD will provide computers for instructional coursework for CTC distance learning courses.

4. Student Composition of CTC Classes:

Early College Program Classes, held in-person on the high school campus, may be taught with only Early College Program high school students enrolled. CTC, at its discretion, may enroll Early College Program students attending classes on CTC Central Campus or through distance learning with mainstream college students and/or with other high school students. All such enrollments shall be governed by the criteria set forth in the Texas Administrative Code, Chapter 4, *Rules Applying to All Public Institutions of Higher Education*. Chapter 4, Subchapter D, Section 4.85(d)1-3 and SACSCOC rules relating to Dual Credit.

5. Faculty Selection, Supervision, and Evaluation:

Faculty members must meet the minimum requirements of the Southern Association of Colleges and Schools Commission on Colleges and Central Texas College. Approval procedures outlined in *CTC Instructor Qualification and Approval Procedures*, Human Resources Policy #160 will be followed. CTC shall hire, supervise, and evaluate instructors of dual credit courses using the same comparable procedures used for faculty at the Central Campus.

- a. Dual Credit Faculty:
 - 1) Be credentialed and hired at sole discretion of CTC.
 - 2) Provide students the course syllabus on the first day of class.
 - 3) Maintain college-level rigor of the course.
 - 4) Follow the curriculum provided by CTC.
- b. Alert the department chair immediately if there is an issue with equipment or text books.
- c. Follow the protocol for communicating with the department chair on any grading or student conduct items.
- d. Submit rosters and grades on time.
- e. Check rosters daily to ensure all students in the class are on the college roster. Report discrepancies immediately to the Dual Credit Programs Office.
- f. Maintain communication with the department chair throughout the semester.
- g. Attend trainings provided by the Dual Credit Programs Office and CTC.
- h. Complete all mandated online training by the due date.
- i. Communicate with Early College Program students through CTC email or Blackboard.
- j. Attend the Faculty Preservice at the beginning of Fall Semester and Inservice at the beginning of Spring Semester.

All dual credit faculty will conform to all CTC policies and procedures.

6. Academic Policies and Student Support Services:

The student must meet all CTC admissions requirements as published in the current CTC course catalog.

Student must adhere to the requirements, policies, and procedures as set forth in current CTC Student Handbook and CTC Catalog.

Students are expected to maintain academic honesty by refraining from academically dishonest behaviors (i.e., plagiarism, collusion, cheating). Academic misconduct and student code of conduct sanctions are administered in accordance with policy and procedures set forth in the current CTC Course Catalog.

CTC Academic Advising will be available to all students throughout their enrollment with Central Texas College. In addition, CTC support services, such as the library services,

tutoring, etc. are offered to students as needed and as applicable, with the goal being the student successfully completing the Early College Program courses.

CTC Disability Support Services: Disability support services are available to Early College Program students while taking dual credit or college courses only, and shall be administered consistent with the disability services afforded to college level students. Disability Support provided by the ISD may not be consistent with such support services offered at the college level.

7. The student must obtain approval from parent/guardian and high school counselor for enrollment each semester. The student must obtain approval from the high school counselor for all Early College Programs course changes and each new course enrollment request before enrollment.

The student must submit a CTC application with high school transcript, qualifying test scores, registration form and dual credit/early advising plan. In addition, the student must complete the Dual Credit/Early Admissions Advising Plan for each semester that they enroll in dual credit courses.

8. Transcribing of Credit:

College course grades and associated credit will be transcript upon a student's completion of the course as defined in the current Central Texas College Course Catalog and Central Texas College Student Handbook, and in accordance with the Texas Administrative Code: Title 19, Part 1, Chapter 4, Subchapter D, rule 4.85.

9. Tuition, Transportation, Textbooks, and Payment:

The ISD will claim all students in Average Daily Attendance for purposes of state aid. CTC will claim all other funding for all students receiving college credit in dual credit courses.

FAST Eligible Students: Financial Aid for Swift Transfer (FAST) is defined in accordance with Texas Education Code section 28.0095. The criteria for determining whether a student is FAST eligible will be held in accordance with Texas Education Code section 28.0095(c)(1)(2) and the rules promulgated by the Texas Higher Education Coordinating Board. Eligibility will be further determined based on certification reports and data provided by the Texas Higher Education Coordinating Board. Tuition for FAST eligible students is zero per credit hour to the ISD and student, and zero for the cost of books to the student. There is no cost to ISD for tuition regarding FAST eligible students. ISD is however responsible for the cost of books, differential tuition, instructional materials, and supplies such as computing devices or other items not specifically provided for within this agreement.

Non-FAST Eligible Students: For students that do not meet the criteria for FAST eligibility as prescribed above, the tuition rate is \$55.00 per credit hour, and will be adjusted as

prescribed by the Texas Higher Education Board and approved by the Central Texas College Board of Trustees, for the academic year. Invoices billed to ISD are payable net 30 days. ISD will be billed per student for tuition, differential tuition, and books for up to 60 credit hours over the course of the student's high school enrollment as approved by ISD. Tuition, differential tuition, and books for additional courses will be billed to the student for courses and materials outside of this agreement. For any and all refunds where a student withdraws from a course or program, refunds are administered according to the CTC refund schedule. Refunds for student withdrawal are calculated effective the date Dual Credit Programs Office receives notification of student withdrawal from the ISD.

Students who take courses which are not approved under this agreement are obligated to pay the full in-district tuition rate and are responsible for all books and material costs. Dual enrollment or concurrent enrollment under the Texas Admin Code section 4.83 is defined as follows: "Dual enrollment (previously referred to as dual or concurrent enrollment)—Refers to a system under which a student is enrolled in more than one educational institution (including a high school and a public institution of higher education). When a student in a dual enrollment system enrolls in courses that student earns appropriate course credit from each distinct educational institution that offered the course. Dual Enrollment is not equivalent to dual credit."

Student Reimbursement: Killeen ISD at its sole discretion may choose to require reimbursement from any student that is not FAST-eligible for tuition, fees, books, or other course materials paid for by the ISD. Student reimbursement shall not be a condition of the ISD's payment for the amounts billed by the College to the ISD. The ISD may not require reimbursement for any costs from students that are FAST eligible.

All instructional materials, such as books, handouts, calculators, computers etc., required for learning will be provided or paid for by the ISD.

The ISD is responsible for all costs of transportation of students as required under this ECPA.

10. Metrics:

The following metrics will be maintained by CTC:

- a) Student enrollment in postsecondary after high school;
- b) Time to degree completion;
- c) Semester credit hours to degree; and
- d) Analysis of measure in enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

11. Accreditation and Standards:

The educational partners to this ECPA are independent agencies accredited by various state and regional accrediting agencies. Each institution is responsible for meeting the standards established by the accrediting agencies under whose authority it awards degrees and certificates. No provision of this ECPA shall be construed to limit the authority of any educational partner to meet its accreditation obligations.

12. Data Sharing: Data shall be provided by CCISD to CTC. Information needed is listed in section 12 a-g. The data shall be provided in either Microsoft Excel or Access format.

CCISD will provide:

- a) Enrollment information for all students:
 - 1) First Name, Last Name, Middle Initial;
 - 2) Social Security Number (SSN) for all U.S. Citizens and permanent residents. If student is not a U.S. Citizen or permanent resident, then the state-approved alternative ID (Alt ID) is required.
 - 3) Date of Birth (DOB);
- b) High School Attending;
- c) Date of High School graduation;
- d) Endorsement areas of each student;
- e) Special group identification, for example Early College Program or STEM
- f) Cumulative GPAs
- g) Texas Student Data System (TSDS) Unique ID

- I. Term: This ECPA shall commence upon the date of its execution and shall continue until such time as the ECPA is terminated.
- J. Termination: This ECPA may be terminated by either party providing thirty (30) calendar days' written notice to the other party. Such notice shall be hand delivered or sent by certified mail, return receipt requested, to the address of the respective parties listed above. However, such termination shall not take effect with regard to courses that have already begun and such courses shall be allowed to finish the term already begun. Likewise, courses which have not yet begun, but in which early college program students are actually enrolled at the time of receipt of the notice of termination, shall be allowed to commence and finish that particular course for that particular term/semester. Upon receipt of a notice of termination, the parties shall immediately cease to enroll students in an early college program under this ECPA.
- K. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this ECPA agrees to be responsible for its own acts or failure to act, including acts of negligence, which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this ECPA or any of its activities or from any act or omission of any employee or invitee of the parties of this ECPA. The provisions in this paragraph are solely for the benefit of the parties to this ECPA and are not intended to create or grant any rights, contractually or otherwise to any third party.

- L. Limitation of Liability. FOR BREACH OF ANY PROVISION HEREIN, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.
- M. This ECPA shall not be assigned to any third person or entity without the express written and signed consent of the non-assigning party.
- N. This ECPA contains the entire understanding and agreement between the parties and neither is relying on any promises or representations not contained herein. This ECPA may be revised or modified in any fashion only by signed written agreement between the parties.
- O. This ECPA is executed at Killeen, Texas, on the date of the last signature herein. This Agreement supersedes all prior ECPA(s), verbal, and/or written agreements made between the parties as to the subject matter herein and shall commence upon the date of execution, and continue until such time as the Agreement is terminated.



Mr. Mark Harmsen
 Vice Chancellor Finance and Administration
 Central Texas College

Dr. Joe Burns
 Superintendent
 Copperas Cove Independent School District

06/11/2024
 Date

Date

Attachment
Comprehensive Listing of Dual Credit Courses

Interdisciplinary Studies (AA.IDS4)
Associate of Arts Degree
Endorsement Multidisciplinary Studies

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Grade 9				
Learning Frameworks	EDUC 1100	1	College Readiness & Study Skills	0.5
Suggested Grade 10				
Public Speaking or Business and Professional Communication	SPCH 1315 or SPCH 1321	3	Professional Communication	0.5
Creative Arts – Fine Arts Appreciation	HUMA 1315	3	Art Appreciation	1
United States History	History 1301 and HIST 1302	6	US History A and US History B	1
Suggested Grade 11				
Composition I and II	ENGL 1301 and ENGL 1302	6	English 3A or 4A or English 3B or 4B	1
College Electives	2 College Electives	6	High School Elective	1
Government and Political Science	GOVT 2305 and GOVT 2306	6	Government DC and Social Studies Advanced Studies	1
Social & Behavioral Science	ECON 2301	3	Economics	0.5
College Elective	College Elective	3	High School Elective	0.5
Suggested Grade 12				
Language/Philosophy/Culture	ENGL 2322	3	English 4B	0.5
Life and Physical Science (030)	BIOL, CHEM, ENVR, GEOL, PHYS	8	Scientific Research and Design, Environmental Science, Special Topics or Anatomy and Physiology Option	1,2
College Algebra	MATH 1314 or MATH 1414	3,4	College Algebra A or College Algebra B	0.5
College Electives (090)	2 College Electives	6	High School Elective	1
College Elective	College Elective	3	High School Elective	0.5
Elective Options				
<i>Students may select 18 semester credit hours from the list below.</i>				
ARTS 1303, ARTS 1304, BIOL 1411, BIOL 2401, BIOL 2402, BIOL 2420, BUSI 1301, CHEM 1406, CHEM 1407, CHEM 1411, CHEM 1412, COSC 1301, DRAM 1310, DRAM 2361, DRAM 2366, ECON 2302, ENGL 2322, ENGL 2327, ENVR 1401, GEOG 1301, GEOG 1302, GEOG 1303, GEOL 1403, GEOL 1404, GERM 1411, GERM 1412, HIST 2301, HIST 2311, HIST 2312, HIST 2381, MATH 1332, MATH 1342, MATH 2412, MATH 2413, MUSI 1306, MUSI 1307, PHIL 1301, PHIL 1304, PHIL 2306, PHYS 1401, PHYS 1402, PHYS 2425, PHYS 2426, PSYC 2301, PSYC 2308, PSYC 2314, SOCI 1301, SOCI 2301, SOCI 2319, SPAN 1411, SPAN 1412				

Teacher Education (TEAE2.AAT)
Associate of Arts in Teaching
Endorsement Public Service

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to the Teaching Profession	EDUC 1301	3	Instructional Practices in Education and Training	1
College Algebra	MATH 1314	3	College Algebra A	1
Composition I	ENGL 1301	3	English 3A or 4A	0.5
Public Speaking or Business & Professional Communications	SPCH 1315 or SPCH 1321	3	Professional Communication	0.5
General Psychology	PSYC 2301	3	Psychology	0.5
Composition II	ENGL 1302	3	English 3B or 4B	0.5
Suggested Year 2				
Mathematics for Teacher I	MATH 1350	3	Independent Studies in Math	1
United States History I	HIST 1301	3	US History A	0.5
Biology or Chemistry Option (From Core)	CHEM or BIOL	8	Scientific Research and Design or Anatomy and Physiology Option	2,1
Creative Arts Selection (From Core)	ARTS, DRAM, HUMA, MUSI Selection	3	Art Appreciation, Visual Media Analysis, Audio/Video Production, Art Appreciation, Music Appreciation	1,0.5
United States History II	HIST 1302	3	US History B	0.5
Suggested Year 3				
Mathematics for Teacher II	MATH 1351	3	Independent Studies in Math	1
Biology or Chemistry Option (From Core)	CHEM or BIOL	4	Scientific Research and Design or Anatomy and Physiology Option	1,0.5
American Literature I	ENGL 2327	3	Advanced Studies in English	1
Federal Government	GOVT 2305	3	Government	0.5
Introduction to Special Populations	EDUC 2301	3	Instructional Practices in Education and Training	1
Texas Government	GOVT 2306	3	Social Studies Advanced Studies	0.5
American Literature II	ENGL 2328	3	Advanced Studies in English	1

Attachment

**Early College Program Agreement between Central Texas College and Copperas Cove
Independent School District**

**Courses taken toward the following degrees: Interdisciplinary Studies (IDS4), and Teacher
Education (TEAE2). Courses taken under the following high school endorsements: Public Service
and Multi-Disciplinary Studies.**

Comprehensive Listing of Early College Program Courses

CTC	CTC	CTC Credits	ISD	ISD Credits
ARTS 1303	Art History I	3	Art I Appreciation (SEM. 1)	1
ARTS 1304	Art History II	3	Art I Appreciation (SEM. 2)	1
BIOL 1406	Biology for Science Majors I	4	Scientific Research & Design	0.5
BIOL 1407	Biology for Science Majors II	4	Scientific Research & Design	0.5
BIOL 1408	Biology for Non-Science Majors I	4	Scientific Research & Design I	1
BIOL 1409	Biology for Non-Science Majors II	4	Scientific Research & Design II	1
BIOL 2401	Anatomy and Physiology I	4	Anatomy and Physiology (SEM. 1)	1
BIOL 2402	Anatomy and Physiology II	4	Anatomy and Physiology (SEM. 2)	1
BIOL 2420	Microbiology for Non-Science Majors	4	Medical Microbiology	1
CHEM 1406	Introductory Chemistry I	4	Scientific Research & Design I, II, III	1
CHEM 1407	Introductory Chemistry II	4	Scientific Research & Design I, II, III	1
CHEM 1411	General Chemistry I	4	Scientific Research & Design I, II, III	1
CHEM 1412	General Chemistry II	4	Scientific Research & Design I, II, III	1
DRAM 1310	Theater Appreciation	3	Visual Media Analysis & Production	1
DRAM 2366	Film Appreciation	3	Audio/Video Production I	0.5
ECON 2301	Principles of Macroeconomics	3	Economics	0.5
ECON 2302	Principles of Microeconomics	3	Economics Advanced Studies	0.5
EDUC 1301	Introduction to the Teaching Profession	3	Instructional Practices in Education & Training	1
EDUC 2301	Introduction to Special Populations	3	Instructional Practices in Education & Training	2
ENGL 1301	Composition I	3	English 3A or 4A	0.5
ENGL 1302	Composition II	3	English 3B or 4B	0.5

ENGL 2327	American Literature I	3	Advanced Studies in English	1
ENGL 2328	American Literature II	3	Advanced Studies in English	1
ENVR 1401	Environmental Science I	4	Environmental Science	1
GEOL 1403	Physical Geology	4	Special Topics in Social Studies	0.5
GEOL 1404	Historical Geology	4	Special Topics in Social Studies	0.5
GOVT 2305	Federal Government	3	Government	0.5
GOVT 2306	Texas Government	3	Social Studies Advanced Studies	0.5
HIST 1301	United States History I	3	US History A	0.5
HIST 1302	United States History II	3	US History B	0.5
HUMA 1315	Fine Arts Appreciation	3	Art Appreciation	1
MATH 1314	College Algebra	3	College Algebra A	1
MATH 1342	Elementary Statistical Methods	3	Statistics	1
MATH 1350	Mathematics for Teachers I	3	Independent Studies in Math	1
MATH 1351	Mathematics for Teachers II	3	Independent Studies in Math	1
MATH 1414	College Algebra	4	College Algebra B	1
MATH 2320	Differential Equations	3	Independent Studies in Math	1
MUSI 1306	Music Appreciation	3	Music Appreciation 1	1
PHIL 1301	Introduction to Philosophy	3	Special Topics in Language and Culture	1
PHIL 1304	Introduction to World Religions	3	Special Topics in Social Studies	0.5
PHIL 2306	Introduction to Ethics	3	Special Topics in Social Studies	0.5
PHYS 1401	College Physics I	4	Scientific Research & Design I, II, III	1
PHYS 1402	College Physics II	4	Scientific Research & Design I, II, III	1
PHYS 2425	University Physics I	4	Scientific Research & Design I, II, III	1
PHYS 2426	University Physics II	4	Scientific Research & Design I, II, III	1
PSYC 2301	General Psychology	3	Psychology	0.5
PSYC 2314	Life Span Growth and Development	3	Human & Growth Development	1
SOCI 1301	Introduction to Sociology	3	Sociology	0.5
SOCI 2301	Marriage and The Family	3	Special Topics in Social Studies	0.5
SOCI 2319	Minority Students	3	Special Topics in Social Studies Ethnic Studies	0.5
SPCH 1315	Public Speaking	3	Professional Communication	0.5
SPCH 1321	Business and Professional Communications	3	Professional Communication	0.5



DUAL CREDIT AGREEMENT
AUTOMOTIVE TECHNOLOGY
2024-2025

- A. This Dual Credit Agreement “DCA” shall commence upon the date of its execution and shall continue until such time as the DCA is terminated. The agreement is made between Central Texas College, P.O. Box 1800, Killeen, Texas, 76540-1800, hereinafter referred to as “CTC” and **Copperas Cove Independent School District**, P.O. Box 580, Copperas Cove, Texas 76522, hereinafter referred to as “ISD”.
- B. The Purpose of this DCA is to approve the mechanism for the establishment of a dual credit partnership between CTC and ISD. The DCA is defined as an agreement between CTC and ISD that sets forth the process by which a high school student enrolls in a college course and receives simultaneous academic credit for the course from both the college and the high school, thus accelerating the transition from high school to post-secondary education. Dual credit is also referred to as a concurrent course credit; the terms are equivalent. The terms “faculty” and instructor” are used interchangeably.
- C. The DCA aligns with the statewide dual credit program goals through collaborative outreach efforts, advising, and support services, while maintaining the quality and rigor of dual credit courses.
- D. ISD’s Role and Responsibilities:
1. The ISD will provide classroom space, equipment and other peripherals on its campus as needed and applicable to enhance the education process.
 2. All instructional materials, such as books, handouts, calculators, etc., will be provided by ISD. The cost of books and handouts is included in the program fee.
 3. The ISD will pay tuition to CTC as outlined in this DCA and shall pay all invoices received by CTC for funds owed under this DCA within (30) calendar days of the date of the invoice.
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 5. The ISD will adhere to the CTC fall and spring start and end dates.
- E. CTC’s Role and Responsibilities:
1. CTC will hire all instructors including substitutes to teach the courses subject to the terms of this DCA.
 2. CTC will ensure that instructors and the curriculum meet the requirements of CTC, SACSCOC and the THECB.

3. CTC will pay dual credit faculty for each section taught pursuant to Central Texas College's current pay rate. Payment will be twice a month as published on the CTC Payroll Calendar. All instructors paid by CTC will be obligated to sign a CTC adjunct instructor Part-Time Employment Agreement.
 4. CTC will provide classroom space as needed on its campus, and will provide equipment and other peripherals when both parties mutually agree such materials are necessary to support the education process.
 5. CTC will ensure that all dual credit courses taught at CTC or online are equivalent with respect to curriculum, materials, attendance requirements, instruction, method, and rigor as those courses offered the CTC Central Campus. The quality and rigor of the dual credit courses will be sufficient to ensure student success and subsequent courses.
 6. CTC will provide academic and college support services to dual credit students as outlined in H.6. below.
 7. CTC will bill the ISD based on a contracted rate that includes the materials and tuition as established for each particular semester or term. Such invoice shall be delivered to the ISD via mail following the class census date, and before the class end date. In the event any ISD student is unable to complete courses during a semester or term and officially withdraws from the course(s), CTC will refund ISD in accordance with the CTC's standard tuition and fee refund policy.
 8. CTC will offer an Automotive Technician Program.
 - a) Automotive Technician
1 to 50 students: per program year 2024-2025
Note: Maximum beginning students per year is 50.
Optional Program (if justified by enrollments)
 - b) Automotive Technician (Advanced)
1 to 10 students: per program year 2024-2025
 - c) Automotive System Specialist
1 to 10 students: per program year 2024-2025
- F. CTC and the ISD shall coordinate and participate jointly in parent and student information sessions, college visits, counselor training workshops, and other activities as set forth herein.
- G. Information about the dual credit program shall be made readily available by both CTC and ISD through their marketing materials to include student handbooks, rack cards, and shall also be available on a designated dual credit page on the Central Texas College website, www.ctcd.edu.
- H. Under this DCA the following conditions must be met in order for the student to receive college credit at CTC:
1. CTC Eligible Courses and Degree Programs:

The only courses that may be offered for dual credit are:

- A) Courses in CTC's Core Curriculum;
- B) Foreign Language courses; and
- C) Career and Technical Education courses that apply to any certificate or associate degree offered by CTC including
 - 1) Courses contained in the Workforce Education Course Manual (WECM);
 - 2) Courses with the following rubrics contained in the Academic Course Guide Manual (AGCM): ACCT, AGRI, BCIS, BUSI, COSC, CRIJ, ENGR, HORT, RNSG.

Courses offered for dual credit to ISD will be reviewed annually by CTC in partnership with ISD as part of the agreement revision, and are attached to this document and shall be incorporated herein as they are amended. CTC shall present the list of offered courses to ISD no later than 10 days before the beginning of each fall semester and such list will be applicable for the academic year.

All students shall be placed on a CTC degree plan or certificate of completion plan as applicable. The number of credits for a student to earn a CTC degree may not exceed 60 credits. Dual credit students who are taking CTC courses on a full-time status may be able to complete the associate degree within two years. Dual Credit eligible students may be allowed to continue in the dual credit program to earn more than 60 credits with prior signed, written permission from CTC and ISD.

2. Student Eligibility:

Student eligibility shall be determined by the requirements outlined in the Texas Administrative Code, *Rules Applying to All Public Institutions of Higher Education in Texas*, Chapter 4, Subchapter D, 4.85(b)1-8. The current Central Texas College Course Catalog shall determine all admission and registration requirements.

Students will not be accepted into programs or courses after CTC late registration date.

3. Location of Classes:

CTC offers dual credit courses to ISD at the CTC Central Campus located in Killeen, Texas, and by electronic means through CTC distance learning. The ISD will provide computers for instructional coursework for CTC distance learning courses.

4. Student Composition of CTC Classes:

The Parties shall make good faith efforts to create dual credit courses composed of only dual credit students. In those cases where there are insufficient dual credit students to conduct the class, CTC, at its discretion, may enroll dual credit students attending classes on CTC Central Campus with mainstream college students and/or with high school students. All such enrollments shall be governed by the criteria set forth in the Texas Administrative Code, Chapter 4, *Rules Applying to All Public Institutions of Higher Education*. Chapter 4, Subchapter D, Section 4.85(d)1-3 and SACSCOC rules relating to Dual Credit.

5. Faculty Selection, Supervision, and Evaluation:

Faculty members must meet the minimum requirements of the Southern Association of Colleges and Schools, commission on Colleges and Central Texas College. Approval procedures outlined in *CTC Instructor Qualification and Approval Procedures*, Human Resources Policy #160 will be followed. CTC shall hire, supervise, and evaluate instructors of dual credit courses using the same comparable procedures used for faculty at the Central Campus.

A) Dual Credit Faculty:

- 1) Be credentialed and hired at sole discretion of CTC.
 - 2) Provide students the course syllabus on the first day of class.
 - 3) Maintain college-level rigor of the course.
 - 4) Follow the curriculum provided by CTC.
- B) Alert the department chair immediately if there is an issue with equipment or text books.
- C) Follow the protocol for communicating with the department chair on any grading or student conduct items.
- D) Submit rosters and grades on time.
- E) Check rosters daily to ensure all students in the class are on the college roster. Report any discrepancies immediately to the Dual Credit Programs office.
- F) Maintain communication with the department chair throughout the semester.
- G) Attend trainings provided by the Dual Credit Programs department and CTC.
- H) Complete all mandated online training by the due date.
- I) Communicate with dual credit students through CTC email and Blackboard.
- J) Attend the Faculty Preservice at the beginning of fall semester. Attend Faculty Inservice at the beginning of spring semester.

Payment and benefits to CTC faculty will be in accordance with CTC's regular faculty payroll schedule.

All dual credit faculty will conform to all CTC policies and procedures.

6. Academic Policies and Student Support Services:

The student must meet all CTC admissions requirements as published in the current CTC Course Catalog.

Student must adhere to the requirements, policies, and procedures as set forth in current CTC Student Handbook and CTC Course Catalog.

Students are expected to maintain academic honesty by refraining from academically dishonest behaviors (i.e., plagiarism, collusion, cheating). Academic misconduct sanctions are administered in accordance with policy and procedures as set forth in the current CTC Course Catalog.

CTC Academic Advising will be available to all students throughout their enrollment with Central Texas College. Advisors will research student records, discuss obstacles, course sequence, prerequisites, career choice and fulfill a variety of other duties. In addition, CTC support services, such as the library services, tutoring, etc. are offered to students as needed and as applicable, with the goal being the student successfully completing the dual credit courses. CTC Disability Support Services: Disability support services are available to dual credit students while taking dual credit courses and shall be administered consistent with the disability services afforded to college level students. Disability Support provided by ISD may not be consistent with such support services offered at the college level.

7. Student Program Entry Requirements:

Students must obtain approval from parent/guardian and high school counselor for enrollment each semester. The student must obtain approval from the high school counselor for all dual credit course changes and each new course enrollment request before enrollment.

The student must submit a CTC application with high school transcript, qualifying test scores, registration form, release of information form, and the dual credit/early admissions advising plan. In addition, the student must complete the dual credit/early admissions advising plan each semester that they enroll in dual credit courses.

8. Transcriptions of Credit:

College credit will be transcript upon a student's completion of the course as defined in the current Central Texas College Course Catalog and Central Texas College Student Handbook, and in accordance with the Texas Administrative Code: Title 19, Part 1, Chapter 4, Subchapter D, rule 4.85.

9. Sources of Funding for Tuition, Transportation, Textbooks, and Payment:

ISD will claim all students in Average Daily Attendance for purposes of state aid. CTC will claim all other funding for all students receiving college credit in dual credit courses.

Tuition & Textbooks: CTC will bill the ISD in accordance with CTC's negotiated rate listed in this Agreement. Such invoice shall be delivered to the ISD via mail following the class census

date, and before the class end date. All invoices are payable by the ISD within 30 calendar days of the date of the invoice.

FAST Eligible Students: Financial Aid for Swift Transfer (FAST) is defined in accordance with Texas Education Code section 28.0095. The criteria for determining whether a student is FAST eligible will be held in accordance with Texas Education Code section 28.0095(c)(1)(2) and the rules promulgated by the Texas Higher Education Coordinating Board. Eligibility will be further determined based on certification reports and data provided by the Texas Higher Education Coordinating Board. Tuition for FAST eligible students is zero per credit hour to the ISD and student, and zero cost of books to the student. There is no cost to ISD for tuition regarding FAST eligible students. ISD is however responsible for the cost of books, differential tuition, instructional materials, and supplies such as computing devices or other items not specifically provided for within this agreement.

Non-FAST Eligible Students: For students that do not meet the criteria for FAST eligibility as prescribed above, the tuition rate is \$55.00 per credit hour, and will be adjusted as prescribed by the Texas Higher Education Board and approved by the Central Texas College Board of Trustees, for the academic year. Invoices billed to ISD are payable net 30 days. ISD will be billed per student for tuition, differential tuition, and books for up to 60 credit hours over the course of the student's high school enrollment as approved by ISD. Tuition, differential tuition, and books for additional courses will be billed to the student for courses and materials outside of this agreement. For any and all refunds where a student withdraws from a course or program, refunds are administered according to the CTC refund schedule. Refunds for student withdrawal are calculated effective the date Dual Credit Programs Office receives notification of student withdrawal from the ISD.

Students who take courses which are not approved under this agreement are obligated to pay the full in-district tuition rate and are responsible for all books and material costs. Dual enrollment or concurrent enrollment under the Texas Admin Code section 4.83 is defined as follows: "Dual enrollment (previously referred to as dual or concurrent enrollment)—Refers to a system under which a student is enrolled in more than one educational institution (including a high school and a public institution of higher education). When a student in a dual enrollment system enrolls in courses that student earns appropriate course credit from each distinct educational institution that offered the course. Dual Enrollment is not equivalent to dual credit."

Student Reimbursement: ISD at its sole discretion may choose to require reimbursement from any student that is not FAST-eligible for tuition, fees, books, or other course materials paid for by the ISD. Student reimbursement shall not be a condition of the ISD's payment for the amounts billed by the College to the ISD. The ISD may not require reimbursement for any costs from students that are FAST eligible.

All instructional materials, such as books, handouts, calculators, uniforms, etc, will be paid for or provided by ISD.

ISD is responsible for all costs of transportation of students as required under this DCA.

10. Metrics: The following metrics will be maintained by CTC:

- A) Student enrollment in postsecondary after high school;
- B) Time to degree completion;
- C) Semester credit hours to degree; and
- D) Analysis of measures of enrollment in and persistence through postsecondary education, disaggregated by student sub-population.

11. Accreditation and Standards:

The educational partners to this DCA are independent agencies accredited by various state and regional accrediting agencies. Each institution is responsible for meeting the standards established by the accrediting agencies under whose authority it awards degrees and certificates. No provision of this DCA shall be construed to limit the authority of any educational partner to meet its accreditation obligations.

- I. Term: This DCA shall commence upon the date of its execution and shall continue until such time as the DCA is terminated.
- J. Termination: This DCA may be terminated by either party providing thirty (30) calendar days' written notice to the other party. Such notice shall be hand delivered or sent by certified mail, return receipt requested, to the address of the respective parties listed above. However, such termination shall not take effect with regard to courses that have already begun and such courses shall be allowed to finish the term already begun. Likewise, courses which have not yet begun, but in which dual credit students are actually enrolled at the time of receipt of the notice of termination, shall be allowed to commence and finish that particular course for that particular term/semester. Upon receipt of notice of termination, the parties shall immediately cease to enroll students in a dual credit program under this DCA.
- K. To the extent permitted under Texas law and without waiving any defenses including governmental immunity, each party to this DCA agrees to be responsible for its own acts or failure to act, including acts of negligence which may arise in connection with any and all claims for damages, costs, and expenses to person or persons and property that may arise out of or be occasioned by this DCA or any provisions in this paragraph are solely for the benefit of the parties to this DCA and are not intended to create or grant any rights, contractually or otherwise to any third party.
- L. Limitation of Liability. FOR BREACH OF ANY PROVISION HEREIN, THE LIABILITY OF THE DEFAULTING PARTY SHALL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY AND ALL OTHER DAMAGES AND REMEDIES ARE WAIVED. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, OR INDIRECT DAMAGES IN TORT, CONTRACT, UNDER ANY INDEMNITY PROVISION OR OTHERWISE.

- M. This DCA shall not be assigned to any third person or entity without the express written and signed consent of the non-assigning party.
- N. This DCA contains the entire understanding and agreement between the parties and neither is relying on any promises or representations not contained herein. This DCA may be revised or modified in any fashion only by signed written agreement between the parties.
- O. This DCA is executed at Killeen, Texas, on the date of the last signature herein. This Agreement supersedes all prior DCA(s), verbal, and/or written agreements made between the parties as to the subject matter herein and shall commence upon the date of execution, and continue until such time as the Agreement is terminated.



Mr. Mark Harmsen
Vice Chancellor, Finance and Administration
Central Texas College

Dr. Joe Burns
Superintendent,
Copperas Cove Independent School District

06/11/2024

Date

Date

AUTOMOTIVE TECHNICIAN COURSE OFFERINGS

Basic Automotive Technician (AUB13.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Introduction to Automotive Technology	AUMT 1405	4	Automotive Basics B	0.5
Theory of Automotive Engines	AUMT 2305	3	Automotive Basics A	0.5
Suggested Year 2				
Automotive Electrical Systems	AUMT 1407	4	Automotive Technology IA	1
Automotive Brake Systems	AUMT 1410	4	Practicum in Transportation Systems Ext IA	1.5
Suggested Year 3 (Advanced)				
Automotive Suspension and Steering Systems	AUMT 1416	4	Automotive Technology II Automotive Service	2

Upon successful completion of AUMT 1416 (Automotive Suspension and Steering Systems), student meets all requirements to graduate with a Certificate of Completion in Basic Automotive Technician (AUB13).

Automotive System Specialist (AUSS5.CC1)

Certificate of Completion

Endorsement Business and Industry

College Course Description	College Course	Credit Value	High School Description	Credit Value
Suggested Year 1				
Automotive Electronics	AUMT 2337	3	Auto Technology IB	1
Automotive Climate Control Systems	AUMT 1445	4	Auto Technology II	1
Suggested Year 2				
Automotive Drive Train and Axles	AUMT 2413	4	Practicum in Transportation Systems Ext IB	1.5
Automotive Automatic Transmission and Transaxle	AUMT 2425	4	Automotive Technology II Automotive Service + Advanced Transportation Systems Laboratory	3
Suggested Year 3				
Automotive Engine Repair	AUMT 1319	3	Automotive Basics	1

Upon successful completion of AUMT 1319 (Automotive Engine Repair), student meets all requirements to graduate with a Certificate of Completion in Automotive System Specialist (AUSS5.CC1)



Contract for Use of CTCD Premises

This Agreement (Agreement) is between the **Copperas Cove Independent School District (CCISD)** with principal place of business at P.O. Box 580, Copperas Cove, Texas 76522 and Central Texas College District (CTC) with principal place of business at 6200 West Central Texas Expwy, Killeen, Texas 76549-4199.

General Terms and Conditions:

1. **Term:** This Agreement becomes effective on the date all parties have signed the Agreement. Any party may terminate this Agreement upon thirty (30) days prior written notice. The parties shall review this Agreement upon the anniversary each year to determine if revisions are required. This Agreement, and any addendum hereto, shall automatically renew annually until terminated by either party.
2. **Purpose:** The parties agree that CCISD shall be granted use of space as determined by CTC to allow CCISD to support its students taking courses on CTC Central Campus. Such space shall be utilized for the sole purpose of performing clerical activities or physical education at the buildings and room numbers identified within this agreement.
3. This Agreement contains the entire understanding between the parties and nothing has been promised or agreed to that is not contained herein. Any revisions to this Agreement shall be agreed to in writing, signed by all parties and incorporated as an addendum to this Agreement.
4. Each party agrees to abide by all applicable federal, state, and local laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Jurisdiction for any claim, dispute, or lawsuit shall be Bell County, Texas.
5. This Agreement does not create any rights, title, or interest in CTC property by CCISD or any entity other than the parties hereto, other than what is provided under the terms of this Agreement. This Agreement cannot be transferred to any third party absent prior signed, written permission from the non-transferring party.
6. Each party acknowledges that the relationship with the other is that of an independent contractor and neither is liable to the other for any employment responsibilities, rights or benefits.

7. Each party acknowledges that this Agreement does not prohibit the parties from engaging in additional educational initiatives with each other or with different entities.
8. Should any non-material provision of this Agreement be deemed unenforceable by a court of competent jurisdiction, such provision shall be stricken and the Agreement will remain in full force and effect to the extent it can continue to be performed to the parties' intents.

CCISD Agrees:

1. CCISD, and on behalf of its employees and students, agrees to abide by all CTC policies and procedures regarding safety, security, and professional conduct, to specifically include CTC key use and replacement policy and requirements. CCISD acknowledges and agrees to CTC's authority to remove from CTC campuses any CCISD student, employee, invitee, and/or instructor not complying with CTC policies and procedures as described herein.
2. To the extent authorized under law, CCISD agrees to hold harmless and indemnify CTC, including attorney's fees and costs, for any and all losses of personal or commercial property, and all acts by its employees or agents, including personal injury and death, that result in any grievance, claim, or lawsuit against CTC.
3. CCISD shall not sublet or allow use by any third party, or otherwise use office for any other purpose than what is intended herein without prior signed, written consent from CTC.
4. CCISD to pay actual cost for all toll and long distance phone calls within ten (10) days of receipt of invoice from CTC.
5. CCISD agrees to not post any signage, banners, or posters without prior written permission from CTC's Associate Vice Chancellor, Facilities and Construction.
6. CCISD to utilize CTC office furniture and white-boards as approved by CTC. CCISD shall supply their own computers, photocopiers, printers and all other office equipment. Move-in and move-out of such office equipment shall be performed by CCISD personnel after coordination with and permission from CTC Associate Vice Chancellor, Facilities and Construction, or designee. Within ten (10) days of taking possession, CCISD shall present to CTC a list of all CTC furniture being used, and agrees to immediately update this list throughout its tenancy with any changes. CTC to verify such list and provide written approval for use of such furniture. Should certain furniture not be approved by CTC, CCISD shall immediately remove the furniture under the provisions of this section.
7. Liability Insurance:
 - a. Lessee shall obtain the following minimum coverage amounts as applicable:
 - two million dollars (\$2,000,000.00) in general liability insurance;

- two million dollars (\$2,000,000.00) in sexual molestation liability coverage if any minor children will be on Campus as part of the activity; and
- Appropriate bailee coverage for rental of equipment (specifically including, but not limited to, nursing equipment) as determined by CTCD based on what equipment Lessee will use.

All insurance coverage supplied by Lessee shall be approved by CTCD, and will cover the dates and all activities planned during the term of this Contract. The certificate[s] of insurance must show the policy number, effective dates, the type and amount of insurance coverage and CTCD must be named as “additional insured” for the term of this Contract and for all activities undertaken.

- b. CCISD shall provide its own property contents insurance for all of its equipment and its employees’ personal belongings and provide CTC with a Certificate of Insurance naming CTC as an additional insured for the duration of this Agreement. CCISD agrees that failure to provide this Certificate of Insurance is a material condition to this Agreement and failure to provide such Certificate initially and upon insurance renewal is grounds for termination of tenancy.
8. CCISD agrees to abide by CTC’s computer usage policies.
 9. Before utilizing CTC parking CCISD agrees that its employees and students will obtain a parking permit from CTC Police Department. Failure to have a valid CTC parking permit could result in the parker being ticketed and/or towed. Reserved parking applies to CCISD instructors only.
 10. CCISD will be responsible for damages to CTC property beyond general wear and tear.
 11. CCISD shall inform CTC of the name and contact information of all employees it authorizes to use the facilities, up to the total number of individuals authorized by CTC as stated herein.
 12. Any costs incurred by CCISD to perform under this agreement that are not specifically articulated herein as payable by CTC will be borne by CCISD.

13. Contacts:

CCISD

Dr. Joe Burns
 CCISD
 408 S. Main St.
 Copperas Cove, TX 76522
 Phone: (254) 547-1227
 e-mail: burnsj@ccisd.com

CTC

Mark Harmsen
PO Box 1800
Killeen, TX 76540-1800
Phone: (254) 526-1196
e-mail: Mark.Harmsen@ctcd.edu

CTC Agrees:

1. CTC will provide office space appropriate for two (2) CCISD employees. The office space will be at no cost to CCISD.
2. CTC shall provide telephones and lines for two (2) CCISD employees.
3. CTC will permit CCISD staff to utilize CTC's wired and wireless networks to connect CCISD-provided computers and printers. Unfiltered internet access is also provided by CTC. CTC shall provide CCISD with access information to CTC's computer access policies and requirements. To safely provide a wired network access for machines CTC does not own or administer, CTC will provide a separate network which may limit access to certain internal CTC resources.
4. CTC shall invoice CCISD for all toll and long distance calls.
5. CTC shall provide electricity and regular custodial services at no cost to CCISD.
6. CTC shall provide, at no cost, one standard sign at the door of the office identifying the office as occupied by CCISD.
7. Shall provide an appropriate number of keys to CCISD pursuant to CTC's policy and requirements for key use and replacement. CTC to provide CCISD with access to CTC's key use and replacement policies and requirements. Exterior building access will be available during normal campus business hours.
8. CTC general parking is available at no cost, or reserved parking can be purchased which entitles CCISD to park in any reserved spot that is vacant at the time of need between 7:30am-6:00pm. Reserved spots are open to the public after 6:00pm. Before utilizing CTC parking all CCISD employees and students are required to obtain a parking permit from CTC Police Department. Failure to have a valid CTC parking permit could result in the parker being ticketed and/or towed.

CCISD

CENTRAL TEXAS COLLEGE

Signature

Ted Gonzalez

Signature

Printed Name

Ted F. Gonzalez

Printed Name

Title

Vice Chancellor Finance and
Administration

Title

Date

6/19/2024

Date

CTC AGREES AND AUTHORIZES CCISD TO UTILIZE THE FOLLOWING SPACE:

Building: 253W, Room 20A,

Building: 545, Rooms 174, 149, 146, 141



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



MEMORANDUM OF UNDERSTANDING Between Ranger College and Copperas Cove High School

AGREEMENT TO OFFER COLLEGE CREDIT COURSES CONCURRENTLY WITH HIGH SCHOOL CREDIT COURSES

RANGER COLLEGE will offer courses for college credit on the high school campus or the college campus. Students enrolled in these courses may earn college credit and high school credit concurrently.

TERM

This MOU shall be in effect from August 19, 2024 to August 17, 2025.

ENROLLMENT CRITERIA

Students will be required to complete the corresponding section of the TSI (Texas Success Initiative) assessment instrument before enrolling in coursework at Ranger College unless they are enrolling in a Level 1 certificate program only. Students will be eligible to begin coursework with Ranger College the summer following their eighth-grade year upon meeting the following conditions:

1. The student is considered a high school freshman and has taken at least one section of the TSI or has another qualified exemption (SAT, ACT, STAAR, etc. score).
2. The student has passed the required area of the TSI, (Reading, Writing, or Mathematics), which relates to the course or courses in which the student desires to enroll, or the student must have a qualified exemption (SAT, ACT, STAAR, etc. score).
3. Any eligible high school student may enroll in dual credit courses with approved ACT or SAT scores.
4. The student obtains approval from the school district official assigned to allow enrollment in dual credit coursework (Counselor, Superintendent, Principal, or Assistant Principal). They may enroll at any high school grade level 9th through 12th as allowed by the school district official.
5. No student may enroll for more than five courses of three to four hours' credit each (including concurrent enrollment at Ranger College, another college, distance learning through telecommunications, and/or correspondence) without the approval of the Vice President of Instruction. Normally, approval for an overload is given only if the student has completed a minimum of 12 semester hours with a GPA of 3.0 for the previous semester. Special consideration may be given to students who can complete graduation requirements during their last semester.
6. During a summer term, no student may enroll in more than seven semester hours without the approval of the Vice President of Instruction. Students seeking admission under this provision are required by state law to comply with the Texas Success Initiative requirements.

ADMISSIONS PROCEDURES

To be admitted, students will complete general admissions requirements and the high school will provide official transcripts and test scores of the students to the Registrar's Office at Ranger College. The written permission of the student's parent/guardian is required before the first day of the starting semester. (Appropriate forms will be provided.)

TRANSCRIPTION OF COLLEGE CREDIT

Students will earn college credit appropriate for the course(s), which will be transcribed upon a student's successful completion of the course. Credit for Ranger College courses will be granted following the student's graduation from high school.

ACADEMIC POLICIES & PROCEDURES

The same academic policies and procedures that apply to regular RC college courses and students will also apply to dual credit courses and students.

- A. Students are subject to the rules of conduct, plagiarism, and disciplinary standards published in the College catalog and are subject to the penalties defined by such standards.
- B. Any discipline issues including academic dishonesty during college course instruction must be reported immediately to the Associate Vice President (AVP) of Dual Credit.

INSTRUCTION: Scope, Roles, Responsibilities, Quality, Rigor

- A. College courses require a minimum of 45-48 hours of instruction.
- B. Courses offered for dual course credit must be identified as college-level academic courses in the current edition of the community college Lower-Division Academic Course Guide Manual (ACGM) or as college-level technical courses in an approved Associate of Applied Science (AAS) Degree, a certificate program, or Occupational Skills Award (OSA). Please see Exhibit A for the course equivalency crosswalk if applicable.
- C. Instruction and materials for dual course credit must be at the equivalent level of the instruction and materials used for the same course taught on the main campus of the College. Course syllabi for these courses are the same as used throughout the college.
- D. Remedial and developmental courses may not be offered for dual course credit.
- E. The College shall select instructors of dual credit courses. These instructors must be regularly employed faculty members of the college or must meet the same standards including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and approved procedures in policy used by the College to select all faculty members.
- F. When an instructor employed concurrently by the high school partner and Ranger College teaches a dual credit course for Ranger College, the manner of compensation will be determined by the public school and the College. The amount of adjunct instructor compensation will be determined by Ranger College. The adjunct pay scale can be found in the Ranger College **Faculty Handbook**. The instructor must participate in a College orientation session annually. Public school instructors teaching for Ranger College report to the appropriate dean or his/her designee as dual credit adjunct faculty.
Ranger College requires formal assessments of student learning outcomes of its educational programs. Public school instructors will provide the appropriate dean with the required assessments of student learning outcomes and acceptable thresholds of demonstrated student learning along with evidence of seeking improvement based on the analysis of the results as requested.
- G. College regulations regarding curriculum, syllabi, supervision of instructors, evaluation of instruction and instructors, course requirements, and student attendance will be in effect for all dual credit courses.

- H. Dual credit faculty will follow grading criteria as stated in the RC department approved syllabus. The School District shall direct students who would like to appeal their course grade to follow the College's grade appeal process.
- I. Dual Credit Faculty will use only College approved textbooks and supplemental materials for instruction.
- J. Dual Credit Faculty will submit all required reporting documents such as roster verification, submission of grades, and artifacts by the deadline set by the College.
- K. Dual credit classes will follow the Ranger College Academic Calendar. Final exams must be proctored and given on College approved dates. No early final exams will be allowed.
- L. Dual Credit Faculty are expected to identify students in their classes in need of academic assistance and direct them to the appropriate college or school district support services.
- M. The school district will provide dual credit students a classroom environment that is conducive to college-level learning. The district partner will provide a class facilitator for ITV and online courses to support the learning environment and provide support to students.

The ISD Will:

1. Notify all parents of students enrolled in grade nine or above of the dual credit programs available through Ranger College, both academic and career/technical. Further, parents should be made aware of funding available for dual credit courses.
2. Participate in the FAST Program and adhere to all requirements of the program.
3. Partner with Texas College Bridge for College Prep opportunities.
4. Ensure that all high school students wishing to participate in dual credit courses complete applications for admission to the College and all other required paperwork, including any Texas Success initiative (TSI) requirements that must be satisfied.
5. Ensure that all students complete a Dual Credit Registration Form and obtain the necessary signatures.
6. Assume the cost of student textbooks and course materials/supplies for all FAST-eligible students. To reduce textbook costs, Ranger College will utilize Open Educational Resources when possible.
7. Provide appropriate classroom facilities for dual credit courses taught on high school property, including computer lab access and learning resources access, such as library resources.
8. Provide the College with all student admission documentation by the required due dates.
9. Provide a contact person who will fulfill the duties of a Dual Credit Coordinator who will:
 - a. Assist students with obtaining TSI exemption records;
 - b. Assist students in completing all required admissions documents;
 - c. Provide academic advising to students who enroll in a dual credit course under the program before the student begins a course.
 - d. Deliver to the College in a timely manner all required paperwork including student transcripts, requests for exceptions, test scores and enrollment documents;
 - e. Serve as liaison with students, parents and high school personnel;

- f. Facilitate the operation of the Dual Credit program to ensure the smooth and timely operation of the process.

Ranger College will:

1. Educate high school personnel, parents, and students on requirements for academic degrees and workforce certificates/degrees.
2. Participate in the FAST Program and adhere to all requirements of the program.
3. Partner with Texas College Bridge for College Prep opportunities.
4. Work with high school personnel to determine which dual credit courses will be taught on the high school campus and online.
5. Hire the faculty or recommend a current high school teacher who is qualified by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) guidelines and Ranger College's faculty competence policy to teach a particular class on the high school campus. The appropriate College department chair and divisional dean will supervise and evaluate all dual credit instructor(s).
6. Provide the dual credit instructor with a copy of the common syllabus with common course student learning outcomes for that course, a copy of the textbook, and all other appropriate teaching materials. To reduce textbook costs, Ranger College will utilize Open Educational Resources when possible.
7. Ensure that regular academic policies and student support services applicable to courses taught by the college also apply to dual credit courses. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus is distributed, etc. A full list of academic policies and student support services can be found in the Ranger College Academic Catalog. Link to webpage for current academic catalog: <https://www.rangercollege.edu/academics/academic-catalogs/academic-catalog.php#gsc.tab=0>
8. Determine course curriculum, instruction, and grading standards, and at the end of each course, provide the ISD with a numerical grade for each dual credit student registered for the course. A complete transcript of college coursework will be provided when requested.

MONITORING GRADES

Students may monitor their academic progress through the Canvas Grade Center (or other online learning management system) during the semester. Final grades will be available at the end of the semester in Campus Connect.

CLASS COMPOSITION

State Law states that dual credit courses may be composed of dual credit students only or dual and college credit students. Exceptions for a mixed class, which would also include high school credit-only students, may be allowed only according to one of the following conditions:

- A. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program Graduation requirements and the high school involved is otherwise unable to offer such a course.
- B. If the course is a career and technology/college workforce education course and the high school credit-only students are earning articulated college credit.
- C. If the high school credit-only students are College Board Advanced Placement students.

SOURCES OF FUNDING: INCLUDING TUITION & FEES

Regular dual credit tuition, fees, and textbook charges will be assessed for the course(s) and are the responsibility of the student, unless paid by the high school, and are payable directly to the College by the specified deadline. *With the exception of FAST-eligible students, only the College may waive tuition and fees for a student enrolled in a course for which the student may receive credit.* The College may claim funding for all students enrolled in a dual credit course. Transportation will be the responsibility of the student unless provided by the high school.

FINANCIAL AID FOR SWIFT TRANSFERS (FAST)

As part of House Bill 8, The FAST program allows **eligible** students to enroll at no cost to the student in dual credit courses with Ranger College. For students not eligible for FAST, a maximum rate of \$55 per credit hour will be set, regardless of taxing district status. The FAST Program also applies to any Eligible students who enroll in summer semesters as well as the December and May mini-semesters. Further information and updates related to HB 8 and the FAST Program will be communicated to ISD's as needed.

IDENTIFICATION OF FAST STUDENTS

Ranger College and the ISD will work together to establish a procedure for identifying all students eligible to enroll at no cost in dual credit courses, IE: FAST-eligible students. Additional procedures will be established to ensure the accurate and timely exchange of information necessary to identify these students.

TEXTBOOKS AND OTHER COURSE MATERIALS

As of Fall 2024, most textbooks for dual credit courses will make use of free resources or will be covered by the ISD. Some courses may still have a textbook cost or require other course materials. Students should consult with the instructor's syllabus for accurate course requirements. Students who are FAST-eligible, cannot assume the costs of textbooks and other course materials. It is the responsibility of the ISD to cover those costs.

ATTENDANCE

Students are required to maintain regular and punctual attendance in class and laboratories to meet the required number of contact hours per semester. Absences, dismissal of classes, and early release (except in emergency or inclement weather, when permitted by applicable law, or when related to state-mandated assessment days) shall be avoided.

LIBRARY & LEARNING RESOURCES

Students will have access to the College library, high school library and learning resources, and any public libraries which have an agreement with the College.

ADVISING & COUNSELING

Academic advising and counseling will be primarily provided by the high school counselor. Training and support for counselors will be provided by the Ranger College Dual Credit Department. Counseling and advising are also available to students through the College as necessary and requested by the high school and/or by the student.

DISABILITY SERVICES

For a student to receive disability support services at Ranger College, the school district counselor must provide a copy of the student's current 504 plan to the ADA compliance officer, (which is the Ranger College Counselor). Ranger College is neither able nor required to provide the level of disability support services required by the public-school system; therefore, a student requiring disability support services may have differing levels of assistance from the school district and college. The Ranger College disability accommodations may include special testing arrangements, readers, scribes, and note-taking services.

SAFETY

The safety and security of the students are the responsibility of the high school district unless the student is attending a class(es) on one of the College's campuses.

FACILITIES

Unless otherwise agreed to, classes will be taught in facilities provided by the public school.

RECORDS

Each party will be responsible for maintaining student records and records pertaining to the Program in conformity with the Texas Record Retention laws and the federal Family Education Rights and Privacy Act ("FERPA") (20 USC §1232g; 20 CFR Part 99). Each Party designates the other Party as its agent with a legitimate educational interest in students' education records for purposes of FERPA, and each Party agrees in its capacity as such agent to comply with the FERPA requirements set forth, without limitation, at 20 CFR 99.33. Each party shall institute policies and procedures reasonably designed to ensure that its employees and agents comply with these and all other federal and state laws, including, without limitation, FERPA, governing the rights of students concerning educational records, and shall protect student education records against accidental or deliberate disclosure to unauthorized persons.

The high school agrees that once a student graduates, the high school will send Ranger College a copy of the student's final transcript.

ALIGNMENT WITH DUAL CREDIT STATEWIDE GOALS

The Ranger College Dual Credit Department has set goals that align with statewide dual credit goals as specified in The Texas Education Code, Section 28.009 (b-1) and (b-2) and Texas Administrative Code, Section 4.84.

- A. Ranger College has implemented purposeful and collaborative outreach efforts to inform all dual credit students and parents of the benefits and costs of dual credit, including enrollment and fee policies by:
 - a. Hosting information sessions for students and parents on the benefits and costs, at the ISD partner locations as requested by the ISD.
 - b. Posting dual credit program information, including enrollment and fee policies, on the dual credit web page located on rangercollege.edu.
 - c. Hosting dual credit information sessions for high school counselors at the Fall and Spring Counselor meetings.
 - d. Collaborating with the ISD on marketing campaigns for dual credit.
- B. Ranger College will assist high school students in the successful transition to and acceleration through postsecondary education.
- C. Dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
- D. The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

RENEWAL OF MOU

This agreement will be reviewed annually by both parties.

Superintendent or designee, ISD

Date: _____

President or designee, Ranger College

Date: _____



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

Memorandum of Understanding between
Workforce Solutions of Central Texas and Copperas Cove Independent School District
For Workforce Solutions of Central Texas Education Outreach Program

This agreement is made and entered into between Copperas Cove Independent School District [DISTRICT] and Central Texas Workforce Solutions [WORKFORCE].

WORKFORCE offers labor market and employment information about in-demand industry sectors or occupations available in Central Texas, such as employability skills, career awareness, career counseling, and career exploration services. Career awareness activities include providing information on a variety of careers and occupations available, their skill and education requirements, working conditions and training prerequisites, and job opportunities across a wide range of industry sectors.

Whereas the parties intend by this agreement to set forth the terms and conditions of an Education Outreach program in the DISTRICT to provide career guidance and information to assigned public middle school and high school students, especially regarding High Growth High Demand Occupations. Expose, educate, and engage students in employability skills, career development, and career decision-making. Promote opportunities such as dual credit, industry-based certifications, internships, and post-secondary enrollment which enhance a student's career pathway. Therefore, in consideration of the foregoing and the mutual promises set forth herein, WORKFORCE and the DISTRICT agree as follows:

I. RESPONSIBILITIES OF WORKFORCE

- a. WORKFORCE, after consultation with appropriate representatives of the DISTRICT, will provide an outline of work and objectives for the Education Outreach Program.
- b. WORKFORCE will provide qualified, trained specialists to collaborate with the DISTRICT on designated campuses with students, counselors, teachers, and administrators.
- c. WORKFORCE staff will be available to assist in classroom presentations, teacher professional development, or one on one meetings with students that need career guidance.
- d. WORKFORCE staff will engage in opportunities to establish partnerships and connect with industry and post-secondary training providers, especially those leading into High Growth High Demand Occupation areas for the DISTRICT.
- e. WORKFORCE will establish strong working relationships with employers and invite them to connect to the classroom through classroom presentations or encourage them to offer industry tours, job shadowing opportunities, internship/apprenticeship opportunities, etc. at their place of business.
- f. WORKFORCE will serve as a primary resource to the DISTRICT for essential skills assessment and labor market information to include High Growth High Demand Occupations at the county, regional, and state levels.

- g. WORKFORCE staff will support and participate in activities such as hiring events, career exploration events, and professional development for campus staff.
- h. WORKFORCE will work from a schedule of days, times, and campuses that are being served in the DISTRICT.
- i. WORKFORCE will ensure that its staff follows all DISTRICT policies regarding dress codes and campus policies.

II. RESPONSIBILITIES OF DISTRICT

- a. The DISTRICT will provide space for one specialist while on campus, while the SOAR Outreach Specialists are working with the DISTRICT.
- b. The DISTRICT will provide the appropriate credentials to provide access to facilities.
- c. The DISTRICT will provide access to students and staff to help communicate the benefits of the program and the ability to engage students.
- d. The DISTRICT reserves the right, exercisable in its discretion after consultation with WORKFORCE to exclude any staff from its campuses if such staff's conduct is deemed objectionable or detrimental to the proper administration of the DISTRICT, subject to the non-discrimination clause of this agreement.
- e. The District will keep WORKFORCE informed of any policy changes which may affect the Workforce Education Outreach Program (SOAR) or its staff.
- f. The DISTRICT agrees to provide reasonable cooperation to help ensure the success of the Workforce Career and Education Outreach Program.
- g. The DISTRICT will provide a point of contact for all campuses the SOAR Outreach Specialists shall be working with.

III. TERMS AND TERMINATION

- a. This agreement is for a term of two (2) years beginning on August 1, 2023, through August 1, 2024, and may be renewed by mutual consent of the parties for additional terms of two (2) years indefinitely.
- b. This agreement may be terminated for any reason by either party upon thirty (30) days' written notice. Further, in the event of any breach, violation of law or regulations, or the occurrence or existence of any condition, practice, procedures, action, inaction, or omission of, by or involving WORKFORCE staff which in the reasonable opinion of the DISTRICT constitutes either a threat to the health, safety, and welfare of any student or DISTRICT employee, or a violation of any law, regulation, requirement, license, eligibility, or material agreement governing the DISTRICT'S operations, then the DISTRICT shall have the right to summarily and immediately terminate this Agreement upon written notice to WORKFORCE delivered to the address set forth herein.
- c. Notice of termination to WORKFORCE shall be directed to:

Workforce Solutions of Central Texas
200 N. Main Street
Belton, TX 76502
(254) 742-4520 phone

IV. LIABILITY

- a. WORKFORCE agrees to indemnify, defend and hold the DISTRICT, its agents, officers, members, employees, and volunteers harmless for, from, and against any claims, damages, losses, causes of action, and demands, or other liability including, without limitation, reasonable attorney's fees and costs, arising from negligence and/or misconduct of WORKFORCE in the performance of this Agreement, except where caused by the sole negligence or willful misconduct of the DISTRICT.
- b. WORKFORCE agrees to be responsible for any claims and liability for injury to persons or property arising out of or caused by the negligence of its agents, employees, or officers in the performance of the duties and obligations contemplated in this agreement. Additionally, this agreement certifies that the Workforce Board has received all criminal history information for its employees who provide services for the school and that they are in compliance with Texas Education Code (TEC) §22.0834.
- c. The WORKFORCE shall provide its usual Worker's Compensation Insurance or cover employees of WORKFORCE. Said insurance policies shall provide that they are not cancellable and/or modifiable on less than thirty (30) days prior written notice to the DISTRICT.

V. NON-DISCRIMINATION

Each party shall be separately responsible for compliance with all anti-discrimination laws which may apply to their respective activities under this Agreement. Neither party shall discriminate against any student in the program based on race, national origin, color, religious belief, sex, age, marital status, affectional or associational preference, or disability.

VI. CONSIDERATION

- a. Under the terms of this agreement, neither party is obligated to make payments of any kind to either party.
- b. Services rendered by WORKFORCE covered under this Agreement are considered to be educational, and therefore, no monetary compensation shall be paid to WORKFORCE staff by the DISTRICT. Nothing in the execution or performance of this Agreement shall be construed to establish an employee-employer, an agency, a partnership, or a joint venture relationship between the WORKFORCE and the DISTRICT.

VII. GOVERNING LAW

This agreement shall be governed and construed under the laws of the State of Texas.

VIII. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes any prior understandings and agreements, oral or written, relating thereto. Any amendment hereof must be made in writing and agreed to by all parties.

IN WITNESS THEREOF, the authorized representatives of the parties hereto have executed this agreement.

Workforce Solutions of Central Texas

Signature

Charley Ayres
Director, Industry/Education
Partnerships

Independent School District

Signature

Dr. Joe Burns
Superintendent



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

Honors, Dual Credit, and AP Courses 2024-2025

English

English I Honors
English II Honors
AP English III Language
AP English IV Literature

Mathematics

Algebra I Honors
Geometry Honors
Algebra II Honors
Pre-Calculus Honors
Calculus Honors
AP Calculus
AP Statistics

Fine Arts

AP Studio Art (2D & 3D Design)/Drawing
AP Art Sculpting 3D
AP Music Theory
Art Appreciation Dual Credit

Career & Technology Education*

Digital Electronics (PLTW)
Engineering Design & Development (PLTW)
Aerospace Engineering (PLTW)
Civil Engineering
Engineering Math
Robotics 2
Engineering Science
Scientific Research and Design

Science

Biology Honors
Chemistry Honors
AP Physics 1
AP Physics 2
AP Biology
AP Chemistry
AP Physics C
AP Environmental Science

Social Studies

World Geography Honors
World History Honors
AP World History
AP US History
AP Government
AP Economics
AP Human Geography
AP Psychology
AP Sociology

*These CTE course are exempt if substituted for Math or Science credit on the Foundation School Program with Endorsement.

Honors, Dual Credit, and AP Courses 2024-2025

Foreign Language

French I Honors
French II Honors
French III Honors AP
French IV
German I Honors
German II Honors
German III Honors
AP German IV
German V Honors
AP German V
Spanish I Honors
Spanish II Honors
Spanish III Honors
Spanish IV Honors
AP Spanish IV
AP Spanish V

Dual Credit:

British Literature I
British Literature II
Composition I
Composition II
College Algebra
Pre-Calculus
Calculus
Statistics
Anatomy & Physiology I & II
Biology
Chemistry I & II
Physics I & II (College & University)
Environmental Science I
US History I & II
Government (U.S. & Texas)
Economics (Macro & Micro)
Human Geography
Philosophy
Western Civilization I & II
World Regional Geography
Psychology
Sociology
Public Speaking

The dual credit courses listed are the most common courses taken at CCHS and is not a comprehensive list. CTC, McMurry University, Tarleton State University, Ranger College, and CCISD have a memorandum of understanding for multiple dual credit courses. All English Language arts, mathematics, science, social studies, economics, and languages other than English courses in the MOU for CTC, McMurry University, Tarleton State University, and Ranger College are recommended for the exemption.



Board of Trustees

Date of Meeting

Item Type

Item Name	
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District Goal	
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Summary (Purpose/ Objective)	
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Fiscal Impact	
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Administrative Recommendation	
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Attachments	
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Contact Person	108	E-Mail Address	
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BELL COUNTY EXTENSION SERVICE



6-13-2024

Joe Burns
Copperas Cove ISD
703 W. Ave D
Copperas Cove, TX 76522

Dear *Joe Burns*,

On behalf of the 4-H members of Bell County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the *Copperas Cove ISD*. I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

A handwritten signature in cursive script that reads "Sheryl Long".

Sheryl Long
County Extension Agent
4-H Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

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

Copperas Cove ISD

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

Bell County

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

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

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

Approved this 16th day of July, 2024.

Board of Trustee

Superintendent

BELL COUNTY EXTENSION SERVICE



6-13-2024

Joe Burns
Copperas Cove ISD
703 W. Ave D
Copperas Cove, TX 76522

Dear Joe Burns

On behalf of the Bell County Extension Staff, I hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Copperas Cove Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Bell County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Copperas Cove Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

A handwritten signature in black ink that reads "Sheryl Long".

Sheryl Long
County Extension Agent
4-H Youth Development

Attachment: Resolution for Extracurricular Status of 4-H Organization

ADJUNCT FACULTY REQUEST

**THE STATE OF TEXAS
COUNTY OF BELL**

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

Upon consideration and vote of 7 in favor, the individual(s) is hereby named as adjunct faculty member(s) of the Copperas Cove Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 15th day of August, 2024 and remain in effect until the _____ day of May 22, 2024_____.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

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

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

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

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

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

Signed this 16th day of July, 2024.

Copperas Cove Independent School District

By: _____

CORYELL COUNTY EXTENSION SERVICE

06/27/2024

*Dr. Joe Burns
Copperas Cove Independent School District
408 S. Main St.
Copperas Cove, TX 76522*

Dear Dr. Burns,

On behalf of the 4-H members of Coryell County, we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Copperas Cove Independent School District. We further request that questions regarding this RESOLUTION be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request.

Finally, we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to us for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,



Robert Ferguson
County Extension Agent
Agriculture & Natural Resources
Coryell County



Becky Coward
County Extension Agent
4-H Youth Development
Coryell County



Donna Schwausch
County Extension Agent
Family & Community Health
Coryell County

Attachment: Resolution for Extracurricular Status of 4-H Organization

RESOLUTION

EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

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

_____ COPPERAS COVE INDEPENDENT SCHOOL DISTRICT _____

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

_____ CORYELL _____

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

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

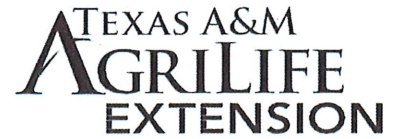
Texas A&M AgriLife Extension
will request academic eligibility for all 4-H competitive activities,
regardless if a school absence is or is not required, and
for non-competitive purposes when an absence is required.

Approved this 16th day of July, 2024.

Board of Trustee

Superintendent

CORYELL COUNTY EXTENSION SERVICE



06/27/2024

Dr. Joe Burns
Copperas Cove Independent School District
408 S. Main St.
Copperas Cove, TX 76522

Dear Dr. Burns:

On behalf of the Coryell County Extension Staff, we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Copperas Cove Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered “in attendance” when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor’s degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Coryell County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

We hope Copperas Cove Independent School District will accept this request. Please let us know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Robert Ferguson

County Extension Agent

Agriculture & Natural Resources

Coryell County

Becky Coward

County Extension Agent

4-H Youth Development

Coryell County

Donna Schwausch

County Extension Agent

Family & Community Health

Coryell County

Attachment: Resolution for Extracurricular Status of 4-H Organization

Texas A&M AgriLife Extension Service Coryell County
303 Veterans Memorial Loop | Gatesville, TX 76528

<http://coryell.agrilife.org> | Tel. 254.865.2414 | Fax. 254.865.7404

ADJUNCT FACULTY REQUEST

**THE STATE OF TEXAS
COUNTY OF CORYELL**

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

Upon consideration and vote of 7 in favor, the Coryell County Extension Staff listed below are hereby named as adjunct faculty members of the Copperas Cove Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 16th day of July, 2024 and remain in effect until the 31st day of August 2025.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Robert Ferguson	County Extension Agent Agriculture & Natural Resources	Master of Science in Agriculture Education	Texas A&M Kingsville	December 2016
Rebecca "Becky" Coward	County Extension Agent 4-H Youth Development	Master of Science in Agriculture Education	Tarleton State University	August 1999
Donna Schwausch	County Extension Agent Family & Community Health	Master of Education	Tarleton State University	May 2006

3. Adjunct faculty members will receive no compensation, salary, or remuneration from Copperas Cove Independent School District.
4. Adjunct faculty members are and shall remain employees, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty members are and shall remain under the direct supervision of either the District Extension Administrator of District 8 or Coryell County Extension Director.
6. Adjunct faculty members shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The district shall have no responsibility for any of such benefits or plans.

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

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

This appointment of the herein named Coryell County Extension Agents, Robert Ferguson, Rebecca Coward, and Donna Schwausch are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Copperas Cove Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this 16th day of July, 2024.

Copperas Cove Independent School District

By: _____

WEST CENTRAL DISTRICT 7

June 22, 2023

Texas A&M AgriLife Extension Service –Lampasas County
409 S Pecan, Ste 102
Lampasas, TX 76550

Dr. Joe Burns
408 S Main St.
Copperas Cove TX 76550

Dear Dr. Burns,

On behalf of the 4-H members of Lampasas County, we hereby respectfully request approval of the following for the **2023-2024** school year.

- That the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity
- That we, as county Extension agents, are granted adjunct faculty staff member status

The enclosed Resolution regarding Extracurricular Status of the 4-H Organization and Adjunct Faculty Agreement should be presented for consideration at the next scheduled meeting of the Board of Trustees. We further request that questions regarding this request be directed to us in a timely manner so that we may prepare and present an appropriate response so as not to delay action on this request. Please return a signed copy of the resolution and adjunct faculty agreement for our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,



Heath Lusty
County Extension Agent – ANR



Karen DeZarn
County Extension Agent – FCH

Enclosures: Resolution for Extracurricular Status of 4-H Organization
Adjunct Faculty Agreement

**ADJUNCT FACULTY AGREEMENT
THE STATE OF TEXAS: COUNTY OF LAMPASAS**

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

The State Board of Education passed an amendment to 19 TAC§129.21 (j)(1). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

- (1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:
- (A) has a minimum of a bachelor's degree; and
 - (B) is eligible for participation in the Teacher Retirement System of Texas.

Upon consideration and vote of 7 in favor, the individual(s) listed below is/are hereby named as adjunct faculty member(s) of the School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 15th day of August , 2024 and remain in effect until the 22 day of May , 2025, being the end of the current academic year.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below.
Name: Heath Lusty Title: CEA/ANR Degree: M.S. Ag Edu Date: 2005 Institution: Tarleton State Univ.
Name: Karen DeZarn Title: CEA/FCH Degree: M.S. Voc. Home Eco. Edu Date: 1990 Institution: Perdue Univ.

3. Adjunct faculty member(s) will receive no compensation, salary or remuneration from School District.
4. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member shall be under the direct supervision of the District Extension Administrator of District 7.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The School District shall have no responsibility for any of such benefits or plans.

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

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

This appointment of the herein named County Extension Agent(s) (Extension employee) is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by the School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Accepted and signed this 16 day of July , 2024.

_____ Joan Manning _____
Board of Trustee (sign and print name)

_____ Dr. Joseph Burns _____
Superintendent (sign and print name)

RESOLUTION
Regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the Copperas Cove Independent School District meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Lampasas County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

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

Texas A&M AgriLife Extension Service will request academic eligibility for competitive and non-competitive purposes when an absence is required.

Accepted and signed this __16__ day of __July_____, 2024_____.

_____Joan Manning_____
Board of Trustee (sign and print name)

_____Dr. Joseph Burns_____
Superintendent (sign and print name)



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



**DEPARTMENT OF THE ARMY
U.S. ARMY 5th Brigade
Copperas Cove High School
JROTC Bulldog Battalion
400 S. 25th St.
Copperas Cove, Texas 76522**



REPLY TO THE ATTENTION OF

ATOD-IM

13 July, 2024

COMMANDER: Headquarters 5th Brigade, U.S. Army ROTC Cadet Command
ATTN: Director of Junior Programs
Mr. Merl Fuchs
1392 Buck Rd. 2nd Floor
Fort Sam Houston, Texas 78234

1. Reference is made to Cadet Command Regulation #145-2. June 1995, ROTC/JROTC Procedural Guide.
2. In accordance with para 4-1, the following individual is hereby appointed to be the Military Property Book Custodian (MPC).

Name: 1SG Taff E. Klepinger
Effective: December 1, 2011

Position: Military Property Specialist
Copperas Cove Independent School District
PO Box. 1239
Copperas Cove, Texas &6522

Joe Burns, Ed D.
Superintendent of Schools



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



2024-2025 Designated Nonbusiness Days

Gov. Code Section 552.0031(f)

- Friday, December 27, 2024
- Monday, December 30, 2024
- Tuesday, December 31, 2024
- Thursday, January 2, 2025
- Tuesday, March 18, 2025
- Wednesday, March 19, 2025
- Thursday, March 20, 2025
- Friday, March 21, 2025
- Wednesday, July 2, 2025
- Thursday, July 3, 2025

Additional nonbusiness days on State and National Holidays under Section Sections 662.003(a) and 662.003(b)

- Monday, September 2, 2024
- Monday, November 11, 2024
- Thursday, November 28, 2024
- Friday, November 29, 2024
- Tuesday, December 24, 2024
- Wednesday, December 25, 2024
- Thursday, December 26, 2024
- Wednesday, January 1, 2025
- Monday, January 20, 2025
- Monday, February 17, 2025
- Monday, April 21, 2025
- Monday, May 26, 2025
- Thursday, June 19, 2025
- Friday, July 4, 2025

Optional holiday nonbusiness day under Section 662.003(c)

- Friday, April 18, 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

Explanatory Notes

TASB Localized Policy Manual Update 123

Copperas Cove ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 88th Legislature, regular and special sessions. All referenced bills have already gone into effect unless otherwise noted.

The Local Policy Overview for Update 123, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online® (TASB login required), provides a general, high-level overview of the changes to the local policies included in the update. **Legal policies provide the legal framework for key areas of district operations and are not adopted by the board.**

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

The Results Driven Accountability (RDA) section of the policy has been deleted. TEA included RDA information in the Accountability Manual starting in 2023 and repealed the RDA information in the Administrative Code. This change aims to streamline information used in academic accountability and RDA systems.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

A citation to the Administrative Code has been included under Student Enrollment and Assignment, Enrollment Provision in Contract, regarding campuses that are closed and repurposed.

As 19 TAC 97.2005 has been repealed, the reference to Results Driven Accountability has been deleted from the section on Special Program Performance Determination.

AIE(LEGAL)

ACCOUNTABILITY: INVESTIGATIONS

The word "accreditation" has been removed as a descriptor for investigations in two places within the policy after an amendment to the Administrative Code, effective January 17, 2024.

BBA(LEGAL)

BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

At Intent to Return, language from the Election Code has been included to minimize confusion regarding the specific requirements for establishing an intent to return to the individual's residence after a temporary absence.

BBB(LEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

HB 5180 added new requirements for public inspection of election records. A reference has been added at Election Records regarding where to find information on public inspection of those records for districts who serve as custodians of their own election records.

BBD(LOCAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

HB 3033 authorizes the attorney general to require trustees to complete training on the Public Information Act if the attorney general finds that there has been a violation of the Act. Language is recommended to make clear that this training after a violation cannot be delegated to the district's Public Information Act coordinator.

BBFA(LOCAL)

ETHICS: CONFLICT OF INTEREST DISCLOSURES

Language is recommended to clarify that a trustee's ethical duty to disclose a financial or other personal interest in board transactions goes beyond the statutory conflicts of interest set out in state and federal law. The added language serves to demonstrate a commitment to avoid undue influence, increase transparency, and avoid the appearance of impropriety in public dealings.

Explanatory Notes

TASB Localized Policy Manual Update 123

Copperas Cove ISD

CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

HB 3273, effective January 1, 2024, revised the Tax Code and requires a taxing unit, including a school district, to provide specific notice to property owners on its website. These provisions have been included in the Appraisal District Property Tax Database section of the policy.

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

This policy has been updated to indicate that a board that adopted an exemption for the 2022 tax year may not reduce the amount or repeal that exemption based on SB 2 from the second special session of the 88th Legislature. [See Homestead, Local Options.]

HB 4559, from the 88th regular session, increased the population range for certain districts to provide that the split payment option does not apply to the district's taxes collected by another taxing unit that has adopted that option. [See Split Payments, In Certain Counties.]

CCGB(LLEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT

HB 4559 increased the population threshold for determining a large municipality for provisions related to the appointment of reinvestment zone board members. [See Tax Increment Financing Act, Large Municipality.]

Substantial changes have also been made based on HB 5 to incorporate the Texas Jobs, Energy, Technology, and Innovation Act.

CKB(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: ACCIDENT PREVENTION AND REPORTS

TEA's amendments to the Administrative Code rules for mandatory school drills necessitated reorganization of definitions and added clarity to several sections of the policy. Changes in this policy also reflect TEA's amendments to the Administrative Code rules related to active threat exercises.

CKC(LLOCAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

A section on Notice Regarding Violent Activity is recommended to comply with legal requirements. Administrative procedures must be created to align with TEA's model standards.

CKE(LLOCAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

Significant revisions are recommended to promote compliance and clarification with HB 3 and other legal requirements.

Provisions relating to school resource officers have been edited to clarify that a district may have agreements with multiple law enforcement agencies depending on district needs and jurisdiction. A statement regarding the jurisdiction of school resource officers has been added. The policy also now includes a list of authority and duties as reflected in the controlling memorandum of understanding.

Language has been added to authorize the use of school marshals. A section on Revocation has been added to set out that a school marshal's authority may be revoked by the board or the superintendent at any time and, notwithstanding that authority, a marshal's authority will be revoked automatically in the event of separation from the district or placement on administrative leave. A statement regarding jurisdiction of school marshals has also been added. Authority and duties have been included to align with state law. A training statement sets out required training and the board's authority to decide other necessary or appropriate training areas. Only district-authorized weapons and ammunition may be used when serving as a marshal. The superintendent is charged with implementation of the policy through the district's emergency operations plan.

Explanatory Notes

TASB Localized Policy Manual Update 123

Copperas Cove ISD

Based on the district's security survey responses, we have removed provisions relating to employees authorized to carry firearms. Please contact your policy consultant if you have any questions.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

CKED(LEGAL) SECURITY PERSONNEL: OTHER SECURITY ARRANGEMENTS

The provisions of this policy address commissioned security officers with Level III training under the Department of Public Safety hired through a security services contractor or as a district employee in accordance with the Education Code and the Occupations Code.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Cross-references throughout this policy have been updated to EFA since policy EF has been separated into EFA (instructional materials) and EFB (library materials).

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

Edits to this policy at Destruction of Records remove a reference to 13 TAC 7.123(c), which was deleted from Texas State Library and Archives Commission rules, effective March 6, 2024.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

HB 3273, effective January 1, 2024, requires school districts to post a notice informing property owners of the property tax database maintained by the appraisal district. Language has been added at item 28 under the section on Other Required Internet Postings.

CQC(LEGAL) TECHNOLOGY RESOURCES: EQUIPMENT

A section on Guidelines for Use of Digital Devices has been added to address the TEA and Health and Human Services Commission model health and safety guidelines for the use of digital devices, which are required by the Education Code and were issued in October 2023.

CQC(LOCAL) TECHNOLOGY RESOURCES: EQUIPMENT

This new local policy is recommended to meet the legal requirement for the board to adopt a policy for the effective integration of digital devices in the district. The policy language adopts the model health and safety guidelines developed by TEA and the Health and Human Services Commission and clarifies that the superintendent must develop regulations for implementation.

DCE(LOCAL) EMPLOYMENT PRACTICES: OTHER TYPES OF CONTRACTS

Revisions at Termination During Contract Term are recommended to specify that an employee may request a hearing before the board to appeal discharge during the contract period and to differentiate between terminations during and at the end of the contract term.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

Explanatory Notes

TASB Localized Policy Manual Update 123

Copperas Cove ISD

DGBA(LOCAL)

PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy DIA, we have revised the references to that code in this policy to reflect the DIA series. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

DHE(LEGAL)

EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

New Department of Transportation rules amend the department's regulated industry drug testing program. The language in the Reports to DPS section has been amended for clarity.

DNA(LEGAL)

PERFORMANCE APPRAISAL: EVALUATION OF TEACHERS

Amendments to the Administrative Code allow districts to begin using the Alternate Domain I rubric as part of the Texas Teacher Evaluation and Support System (T-TESS) beginning with the 2024-25 school year. Language has been updated to reflect this change.

DP(LEGAL)

PERSONNEL POSITIONS

The section on School Psychological Services has been amended to provide additional clarity and to set out the correct title for licensed specialists in school psychology (LSSPs) as indicated in the Administrative Code.

EEH(LOCAL)

INSTRUCTIONAL ARRANGEMENTS: HOMEBOUND INSTRUCTION

TEA's revisions to the *Student Attendance Accounting Handbook (SAAH)* prompted recommended updates to this policy. Students may now receive homebound services for psychological, as well as medical, conditions. The *SAAH* also indicates that the weeks of confinement due to a medical or psychological condition do not need to be consecutive to qualify. The policy language has been updated to reflect this change.

EF(LEGAL)

INSTRUCTIONAL RESOURCES

In order to clarify the differences in requirements for instructional materials and library materials, as well as to accommodate the new library collection development standards, policy EF has been divided into EFA (instructional material) and EFB (library material). The content in EF(LEGAL) has moved to either EFA or EFB, as appropriate.

EF(LOCAL)

INSTRUCTIONAL RESOURCES

As explained at EF(LEGAL), above, this local policy addressing instructional resources is being deleted. New local policies to address instructional materials and library materials separately are included at EFA and EFB.

EFA(LEGAL)

INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Content regarding instructional material review and federally required parental inspection has been moved from EF(LEGAL) to EFA(LEGAL).

Explanatory Notes

TASB Localized Policy Manual Update 123

Copperas Cove ISD

EFA(LOCAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

The enclosed policy regarding instructional materials is recommended to coordinate with the policy addressing library materials at EFB(LOCAL). The provisions previously housed at EF(LOCAL) have been moved to this code with the following revisions:

- At Selection, a clarification has been made to reflect that instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.
- At Reconsideration of Instructional Materials, the list of individuals who can submit a request for reconsideration has been revised. This change is recommended to align with the list provided in the new EFB(LOCAL), which permits an employee or parent or guardian to submit these requests. If the district would like to expand this list, please contact your policy consultant.

Please review the information at Formal Reconsideration, which specifies who will receive forms requesting the reconsideration of instructional material and who will appoint a reconsideration committee. If the policy needs to identify a different position for these responsibilities, please contact your policy consultant for assistance with revisions.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

EFB(LEGAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

EFB(LEGAL) has been revised to incorporate new library collection development standards adopted by the Texas State Library and Archives Commission (TSLAC), effective January 23, 2024. The policy includes a note regarding the Fifth Circuit Court of Appeals enjoinder and the resulting unenforceability of certain statutes related to library material. The TSLAC Library Collection Development Standards are not currently enjoined by the Fifth Circuit Court of Appeals.

EFB(LOCAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

This recommended policy aligns with changes to the Administrative Code and the new collection development standards for school libraries as a result of HB 900. Please review the following information in your policy:

- The location of the form for formal reconsideration;
- The position title for the person responsible for appointing the reconsideration committee; and
- The number of days allocated for appointing the committee, providing the material for review to the committee, and completing the committee's final report.

If any information needs to be updated or if further revisions to the policy are needed, please contact your policy consultant for assistance.

EHBAA(LEGAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

A cross-reference to policy EHB has been included for additional requirements relating to the evaluation and identification process when dyslexia is a suspected disability. [See Determination of Initial Eligibility.]

Explanatory Notes

TASB Localized Policy Manual Update 123

Copperas Cove ISD

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

The section on Supplemental Special Education Services (SSES) has been revised to reflect amended Administrative Code rules, effective April 18, 2023. The district is required to notify parents of SSES eligibility and related information during an ARD committee meeting.

A provision regarding an IEP supplement for each child who was enrolled in a district's special education program during the 2019-20 school year or the 2020-21 school year has been removed. That requirement expired on September 1, 2023.

EHBE(LEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

Extensive revisions have been made throughout this policy to reflect amended rules relating to emergent bilingual students.

EHBJ(LEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

Changes to this policy stem from amended Administrative Code provisions relating to innovative courses. The amended rules became effective February 18, 2024.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

Revisions have been made to remove language that does not require district action to aid in readability and clarity. Citations have also been updated based on rule changes.

FA(LEGAL) PARENT RIGHTS AND RESPONSIBILITIES

The cross-reference at Parental Rights relating to teaching materials has been updated to reflect the division of policy EF into EFA and EFB.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

A section on Telehealth in Medicaid Covered Services has been added to provide guidance from Administrative Code rules specific to telehealth services authorized as Texas Medicaid covered services.

The section on opioid antagonists has been updated to reflect new rules effective November 1, 2023.

Changes have also been made to the section on epinephrine auto-injectors to reflect amended Administrative Code rules.

Citations throughout have been updated based on rule amendments.

FNG(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy FFH, we have revised the references to that code in this policy to reflect the FFH series. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

Explanatory Notes
TASB Localized Policy Manual Update 123

Copperas Cove ISD

GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

A cross-reference regarding economic development negotiations under Government Code Chapter 403 has been added.

GF(LLEGAL) PUBLIC COMPLAINTS

The division of policy EF into EFA and EFB necessitated an update to the cross-reference in this policy.

GF(LOCAL) PUBLIC COMPLAINTS

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

Amendments to the Code of Federal Regulations necessitated changes to the section regarding operation of a small unmanned aircraft system.

GRA(LLEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL GOVERNMENTAL AUTHORITIES

The Definitions section has been revised to reflect amended Administrative Code rules that include school resource officers and contracted police officers in the definition of "school personnel and volunteers."

Language has been added at Notice to School Personnel to provide direction if the superintendent is the individual alleged to have committed child abuse or neglect.

The Students Taken into Custody section has been updated to incorporate appropriate legal citations and improve clarity.



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

COPPERAS COVE ISD, TEXAS

RESOLUTION NO. _____

**A RESOLUTION OF COPPERAS COVE ISD ADOPTING THE
CORYELL COUNTY HAZARD MITIGATION PLAN 2023**

WHEREAS the Copperas Cove ISD recognizes the threat that natural hazards pose to people and property within Copperas Cove ISD; and

WHEREAS the Coryell County Commissioners' Court has prepared a multi-hazard mitigation plan, hereby known as Coryell County Hazard Mitigation Plan 2023 in accordance with federal laws, including the [Robert T. Stafford Disaster Relief and Emergency Assistance Act](#), as amended; the [National Flood Insurance Act of 1968](#), as amended; and the [National Dam Safety Program Act](#), as amended; and

WHEREAS Coryell County Hazard Mitigation Plan 2023 identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in Copperas Cove ISD from the impacts of future hazards and disasters; and

WHEREAS adoption by Copperas Cove ISD demonstrates its commitment to hazard mitigation and achieving the goals outlined in the Coryell County Hazard Mitigation Plan 2023.

NOW THEREFORE, BE IT RESOLVED BY THE CITY OF COPPERAS COVE, TEXAS, THAT:

In accordance with the authority granted by the statute and laws of the State of Texas, the Copperas Cove ISD adopts the Coryell County Hazard Mitigation Plan 2023. While content related to Coryell County Commissioners' Court may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the Copperas Cove ISD to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

ADOPTED by a vote of ___ in favor and ___ against, and ___ abstaining, this ___ day of _____, ____.

SIGNED:

ATTESTED:

By: _____
(print name)

By: _____
(print name)



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

May 24, 2024

Schedule of Qualifications to Provide Audit Services to



Copperas Cove Independent School
District



Prepared by:
Singleton, Clark & Company, PC
Certified Public Accountants

CONTACT:
Robert Gattilia, CPA
Shareholder
Robert@SingletonClark.com
Phone: (800) 272-9922, ext. 709

About Us - A Singleton, Clark & Company, PC Snapshot

We are a true Governmental Audit **only** CPA firm:

Texas Governmental Audits are all we do!

We conduct 60+ Governmental Audits each year

We offer years of experience in Texas Governmental Audits:

Our audit associates have over 100 combined years of Governmental Audit Experience

We provide direct audit supervision and customized audits:

Experienced Governmental Audit Partners participate on and directly supervise all audits

Audit plans are customized to your District's needs and will meet all GAGAS requirements

Continuing Education and participation in the Governmental Audit Field are a priority:

Nearly all of our associates are licensed Certified Public Accountants in good standing or studying to become Certified Public Accountants

All associates are required to fulfill 40 hours of accounting/auditing CPE each year

Two of our Partners are GFOA Certificate Review Committee Members

We are accessible and dedicated to each of our clients:

All of our staff work full time to help our clients and are dedicated to providing each of our clients a well planned audit experience as well as ongoing support throughout the year.

Members:



Schedule of Qualifications to Provide Audit Services to
Copperas Cove Independent School District
For the Year Ended August 31, 2024

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May 24, 2024

To the Board of Trustees and Superintendent
Copperas Cove Independent School District

Ladies and Gentlemen:

Singleton, Clark & Company is a certified public accounting firm specialized in auditing governmental entities such as school districts, cities, and counties. Our firm was founded in 2005, and we set out then with a mission to smash auditor stereotypes. This means that we take pride in helping our clients as we conduct our audits. Therefore, while working with you, we promise to do our best to point out the audit and accounting hazards in advance, before they might develop into problems by year end.

We are excited about the opportunity to bring Copperas Cove Independent School District into our family of clients and hope you will give Singleton, Clark & Company a close look. Our firm is currently guided by four audit partners. We also employ six additional full-time professional audit staff. With this level of personnel available, you can rest assured that Singleton, Clark & Company is in a position to provide you with the highest level of service and ensure you meet your audit filing deadline.

Please accept this schedule of qualifications which provides more detailed information about our audit firm. We believe the information presented shows we are qualified to serve as the auditors for Copperas Cove Independent School District, beginning with the fiscal year ending August 31, 2024.

Shown below is contact information for our firm should you have any questions not answered within this request for qualifications:

Primary Contact: Robert Gattilia, CPA – Shareholder
Address: 1130 Cottonwood Creek Trail – #B4, Cedar Park, Texas 78613
Phone: Office (800) 272-9922 Ext. 709
Email: robert@singletonclark.com

The scope of our engagement will include an audit of the financial statements of Copperas Cove Independent School District as of and for the year ended August 31, 2024, in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining evidence supporting the amounts and disclosures in the financial statements and assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation and internal controls of the organization.

We understand that Copperas Cove Independent School District may request to extend this agreement annually. We never take for granted however that we will be invited back. Therefore, making you happy with our services while we also comply with all applicable auditing standards is our main priority on every audit.

We hope you will review this proposal in detail, consider our qualifications, contact some of our references, and come to the conclusion that Singleton, Clark & Company is the audit firm best suited to provide audit services to Copperas Cove Independent School District for this and upcoming years.

Sincerely,

Preston K. Singleton, CPA

Preston K. Singleton, CPA
Singleton, Clark & Company, PC

TECHNICAL COMPONENT

Schedule of Qualifications to Provide Audit Services to
Copperas Cove Independent School District
For the Year Ended August 31, 2024



OUR AUDIT APPROACH

First Things First. WHY are We Here?

We strive to smash auditor stereotypes. It's *WHY* we come to work every day.

You see, unfortunately, auditors are feared by most as unpleasant adversaries. This is because the word "auditor" is commonly associated with IRS auditors, and admittedly, not many have had pleasant experiences with those types of auditors.

But auditors in the CPA profession can be different. Our mission is simple. We examine evidence supporting financial information, so we can give assurance on it to others. No unpleasantness required. In addition, because of the access and close look we get from inside the organizations we serve, we are naturally in a position to be a trusted advisor to our clients on financial accounting and reporting, internal controls, and other audit related matters.

And there is where our greatest joy resides. We are most fulfilled in helping our clients. We want our clients to stop dreading their annual financial audit by providing an audit experience that is different, and pleasantly unexpected.

We've Been Crafting our Audit Approach Since 2005

Over many years Singleton, Clark and Company has served the governmental audit niche, we've learned what works, and what doesn't. The ultimate goal of our approach has always been to deliver an audit experience that is planned well, conducted efficiently, and ultimately helpful to the audited organization. In addition, we understand our work must result in accurate reports on our client's financial statements and adhere to all applicable auditing standards and requirements.

Here are some highlights of our current audit approach we believe make us stand out from other firms:

Small Onsite Audit Teams

Some firms send out large audit teams. Not us. We've found sending out a large audit team can overwhelm a client. It results in too many auditors making too many requests and asking too many questions at once.

We assign one primary person, known as the "Manager" auditor, to conduct nearly all aspects of the audit, under the direct supervision of an Audit Partner. This method enables the Manager auditor to carry out the audit in a calm and carefully paced manner and facilitates the auditor in obtaining an in-depth understanding of a client over time. This knowledge ultimately lessens the burden of the audit on our client.

Schedule of Qualifications to Provide Audit Services to
Copperas Cove Independent School District
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So in most cases, our clients are provided with a two-person audit team consisting of a Manager auditor with a daily onsite presence, and an Audit Partner with a part-time onsite presence. Depending on the size of an organization, this two-person audit team may at times get assistance from additional staff on some audit areas. We also make every attempt to provide the same audit team each year to a client in order to foster close relationships and leverage the knowledge obtained in prior year audits.

Modern Technology

We use the latest technology available to make things as easy as possible for both our clients and our audit personnel. This means our audit teams operate in essentially a “paperless” environment by utilizing electronic binders stored in our cloud server. We will primarily exchange documents digitally with you and not require you to provide us with “copies” of documents. We will scan needed files into our system and return your originals.

Each of our clients is also provided with a secure online “portal” to upload requested information to us to one central location. The portal will always serve as a record of what you’ve provided. And we’ll always know what we’ve got.

Interim Fieldwork

We believe in accomplishing a significant portion of the required audit tasks at an “interim” date range. This is an audit visit scheduled prior to the actual occurrence of the fiscal year end. Approximately 30% of our audit work can be accomplished during this time period, such as audit planning, internal control reviews, and other activities that do not require end of year balances to be available. Performing interim fieldwork is one of our secrets to always meeting our client’s deadlines in a manner that does not overly burden them during the final fieldwork visit after the fiscal year end.

Superior Internal Processes

We’ve been serving governmental entities for many years. In fact, that’s all we do. This has allowed us to develop a highly efficient and internally documented audit process. All of our employees are dedicated to auditing year-round and are trained and well-versed in the Singleton, Clark & Company audit method. In fact, our entire audit process is maintained within cloud-based project management software to keep everyone on track and never allow anything to fall between the cracks. Our sampling techniques and analytical procedures are customized to each client according to our preliminary analytical review and are adjusted throughout our audit based on the results of our testing, to ensure that sufficient testing is always conducted in order for us to be able to issue an accurate opinion.

Extra Services

Finally, we believe in doing a few little extra things along the way to make the overall audit process easier for our clients.

For example, our system is setup to easily generate the TEA data feed file after the audit. We will create that file and upload it for you. All it needs from there is your final review and approval on the TEA website. In addition, many governmental entities are not sure where to start with the Management’s Discussion and Analysis section of their financial statements. Although, yes, this is intended to be a client written document, we provide a boost to our clients wanting a little help by providing them with a “bare-bones” version they can then expand upon. Finally, we are available year round by phone or email for audit and accounting related questions and will not bill you extra for our responses.

Your Time is Valuable, so We Will Use it Wisely

We will not waste your time. We promise to use our described audit approach to *get in* and *get out* as quickly as possible, so things can get back to normal at your office. However, after we leave, we will immediately begin work on preparing and reviewing the financial statement packet. We will be in touch throughout this process, and provide you with a complete draft set of financial statements at a reasonable amount of time prior to the issuance meeting with the governing body.

Schedule of Qualifications to Provide Audit Services to
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We'll Let You Know in Advance What You Need to Provide

Prior to the summertime audit fieldwork visit and the final audit visit in the fall, we will provide you with a detailed "Audit Request List". This will let your Business Office personnel know what should be provided for us to begin our work.

The most basic item that will be provided is the Trial Balance file. That file lists all of the account balances within the accounting system for the fiscal year. Our job as auditors is to examine the evidence supporting those numbers so we can give assurance to outside parties as whether those numbers appear to be materially correct when presented in the form of financial statements. Therefore, our Audit Request Lists will also ask for several reports and documents that will assist us in determining whether the numbers in the accounting system represent the district accurately.

If You Respond Well to Our Audit Request List, You'll Be Putting the Ball in Our Court

Once we have what we need from you, it is simply a matter of us using that information to conduct the audit. We like to get a lot of information in advance, so we can start from our office. That makes us more prepared when we are onsite with you, which, as we stated before, helps us meet your deadlines.

When our audit team is onsite, we generally do not require attention from client staff throughout the day. After initial setup and consultation with you, our auditors will begin conducting their work using the information you have provided. Therefore, a fully addressed audit request list will keep us busy for quite some time.

Some Audit Firms Judge Before Understanding, and Leave You in the Dark

We're *NOT* that firm. We explain our audit processes and discuss with you all the results. We listen to your views carefully to achieve clarity on issues. You'll know how things stand before we leave. And you'll never be surprised by anything in our audit reports.

We keep these promises through the use of an exit conference near the conclusion of audit fieldwork. The exit conference is a vital meeting held by the Audit Partner with the Chief Financial Officer or other senior client personnel to discuss the status of the audit, any management letter comments or audit findings being considered, or any matters simply requiring further discussion. Valuable feedback from the results of our audit procedures is also often provided to our clients in the exit conference in the form of verbal recommendations on the topic of internal controls, compliance, and accounting related matters.

AUDIT APPROACH WITH A MULTI-YEAR CONTRACT

While our audit approach continues to evolve, we do not expect significant changes to occur on the client facing side of our business in the near future. As previously noted, every attempt will be made to have continuity of the same audit personnel each year in order to foster ongoing relationships and leverage the knowledge learned from prior year audits. We will work just as hard in every subsequent year to provide you with a high level of service in order to earn the opportunity of a multi-year term as your audit firm.



Schedule of Qualifications to Provide Audit Services to
Copperas Cove Independent School District
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ASSURANCE OF INDEPENDENCE

We Have to Be Unrelated and Unbiased to Do This

Generally accepted auditing standards require the maintenance of an independent attitude during an audit engagement. In addition, Rule 101 of the American Institute of Certified Public Accountants requires an auditor to be independent in order to express an opinion on an entity's financial statements. We are independent with respect to Copperas Cove Independent School District. We have no direct or indirect financial interest in Copperas Cove Independent School District contracts, and no one assigned to the audit is related within a prohibited degree (as defined by nepotism law) to any "key" employees of the District or to any of the board members.

COMPARISON OF AUDITING STANDARDS

Auditing standards provide measures of quality that can be used to judge the effectiveness of the tests and procedures used to meet the audit objectives. Standards for traditional financial audits are known as generally accepted auditing standards (GAAS) and are promulgated by the AICPA through the Auditing Standards Board.

Supplemental standards for financial audits of governments, as well as standards for public sector performance auditing, have been established by the U.S. Government Accountability Office (GAO) in its publication *Government Auditing Standards* (December 2018 Revision), commonly referred to as the "Yellow Book". These standards form generally accepted government auditing standards (GAGAS).

While GAAS and GAGAS are fundamentally similar, GAGAS go beyond GAAS in setting additional standards for public sector audits. Auditors *must* follow GAAS when conducting a *financial audit*. When an auditor is to perform a financial audit *in accordance with GAGAS*, the engagement letter and the request for qualifications should specify this requirement. For reporting purposes, when an auditor performs a financial audit *in accordance with GAGAS*, he or she will issue an *Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards*. Additionally, a *Schedule of Findings and Questioned Costs* will be issued as well.



MANAGEMENT COMPONENT

Schedule of Qualifications to Provide Audit Services to
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PEER REVIEW INFORMATION AND RESULTS

We Passed our Peer Review

The Texas State Board of Public Accountancy requires firms conducting audits or providing other assurance services to be enrolled in a peer review program in order to maintain a license in the State to practice public accountancy. Our firm is a member of the AICPA Peer Review Program which is administered in our state by the Texas Society of CPAs. We have been enrolled in this program since our company's inception in 2005. The program requires firms to have their work reviewed by other CPAs every three years.

Our most recent review was conducted in June 2023 and we received the highest possible rating of "Pass".

TYPE OF FIRM

We are a Firm Local to the Austin, Texas Area and Do Not Boast 100's of Clients

Out of the categories of National, Regional, or Local public accounting firms, we proudly say we are a Local public accounting firm. That means we are a small firm without 100's of clients. If a firm proposing on your audit boasts a client list in the 100's, consider where might you get caught in the checkout line during the audit season. We believe in managed growth, and a reasonable client-to-partner ratio.

CLIENT REFERENCE LISTING

Below is partial listing of current clientele of our firm. For a complete listing please visit our website at www.singletonclark.com.

Organization	Approx. ADA	Service	Fiscal Years	Contact Person Position	Phone	Email
Cleveland ISD	9,973	Audit Single Audit	2017 to present	Karen Billingsley Chief Financial Officer	281-592-8717	kbillinglsey@clevelandisd.org
Coupland ISD	317	Audit	2023 to present	Earl Parcell Superintendent	512-856-2424	eparcell@couplandisd.org
Lampasas ISD	3,328	Audit Single Audit	2019 to present	Shane Jones Chief Financial Officer	512-556-6224	jones@lisdtx.org
Rogers ISD	835	Audit Single Audit	2019 to present	Tracie Malovets Business Manager	254-642-7052	tmalovets@rogersisd.org
Wimberley ISD	2,474	Audit Single Audit	2013 to present	Moises Santiago Chief Financial Officer	512-847-2414	moises.santiago@wimberleyisd.net

STANDING WITH LICENSING BOARD

All licensed members of our firm are in good standing with the Texas State Board of Public Accountancy and are not under public or private reprimand by that or any other state board. Also, our firm does not have a record of substandard audit work and is in compliance with all specific requirements imposed by state or local law, rules, and regulations.

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CONTINUING PROFESSIONAL EDUCATION

Our firm attends the Texas Society of CPAs School Districts Conference as a group every year. The school districts conference is a vital event to attend each year for auditors wanting to stay current on school audit requirements and developments.

In addition to the schools conference, all of our auditors regularly attend other conferences or classes that directly add to our auditing skills. These classes include governmental accounting topics such as “Yellow Book” auditing, preparing governmental financial statements, or federal “Single Audits”. All of our audit associates are required to obtain approximately 40 hours of audit continuing professional education each year.

STAFF ROTATION PLANS FOR MULTI-YEAR CONTRACTS

We do not anticipate planned staff rotations should we serve the district for multiple years. Every attempt will be made to have continuity of the same audit personnel each year in order to foster ongoing relationships and leverage knowledge obtained from prior year audits.

LEVEL OF ASSISTANCE EXPECTED

We Can't Audit a Moving Target

The most important thing we ask is that the Business Office be ready for our audit visits. We will make the Audit Request Lists available very early on in the process so that the Business Office can start assembling information. Also, once the trial balance file has been provided to us to begin the audit, we ask that requested subsequent changes to the file be kept to a minimum.

We Realize You Might Not Have Every Required Closing Entry Posted

In a perfect world, zero audit adjusting entries would be needed. We would just come out, examine the evidence behind the numbers, and find that the numbers are 100% correct. Those clients are few and far between.

A thorough closing process conducted after year end can reduce audit adjustments. This means reconciling the bank and investment accounts, balancing interfund accounts, making proper accounts payable and salary accruals, and reviewing your general ledger for accuracy of recorded transactions. For some of the more complicated entries, such as those for property taxes and state foundation revenue, we are always ready to assist with those if needed during the audit, and do so for many of our clients. You will however be required to review and take management responsibility for those entries in order for us to maintain our independence as the audit firm. In addition, we enjoy providing training on our audit adjusting entries so they can be made by the client in future years.

ABILITY TO COMPLY WITH REQUIREMENTS

We believe the overall content of this proposal, including the Technical Component, Management Component, and Proposed Team Members and Audit Activities displays our ability to comply with the requirements of the Request for Proposal document. In addition, our firm has audited over 35 school districts each year for the last several years which displays our firm's extensive involvement in the school district audit niche. We have been subject to the desk reviews conducted by the Texas Education Agency for each of these audits and have remained in good standing with TEA.

PROPOSED AUDIT TEAM MEMBERS

Schedule of Qualifications to Provide Audit Services to
Copperas Cove Independent School District
For the Year Ended August 31, 2024



Robert Gattilia, CPA
Partner

robert@singletonclark.com
Phone (800) 272-9922 Ext. 709

singletonclark.com

Education and Professional Accomplishments:

Master of Accountancy – Texas State University – 2005
Bachelor of Business Administration, Accounting – Texas State University – 2005
Certified Public Accountant (CPA)
GFOA Certificate Review Committee Member since 2018
Fourteen years of governmental audit experience

Recent School District & Governmental Continuing Professional Education:

TSCPA Texas School District Accounting and Auditing Conference (2023)	16 CPE Hours
Business Intelligence and Data Analytics (2023)	4 CPE Hours
Accounting Fraud & Embezzlement: Case Studies from the Trenches (2023)	2 CPE Hours
GFOA 116 th Annual Conference - ARPA 201 (2022)	2 CPE Hours
GFOA 116 th Annual Conference - Accounting and Auditing Year in Review (2022)	2 CPE Hours

Areas of Expertise:

Audits of governmental entities	Internal control reviews
Firm municipality niche leader	Single Audits (Uniform Guidance)
GFOA Certificate preparation and review	

About Robert:

Owns two motorcycles and a classic GTO	Collects reptiles and tarantulas
Loves luxury cruises and Las Vegas	Hopes to one day own acreage in Texas

Proposed Role on Copperas Cove Independent School District Audit:

Audit Partner and Manager. First point-of-contact for client needs.
Development of audit plan
Participation on complex and higher risk areas of audit
Review of all workpapers and audit areas
Exit conference leader and auditor with authority for final classification of audit matters
Expected report presenter to the governing body

Schedule of Qualifications to Provide Audit Services to
Copperas Cove Independent School District
For the Year Ended August 31, 2024



Nathan White, CPA
Partner

nathan@singletonclark.com
Phone (800) 272-9922 Ext. 710

singletonclark.com

Education and Professional Accomplishments:

Bachelor of Business Administration – Accounting – University of Mary Hardin-Baylor – 2017
Certified Public Accountant (CPA)
Eight years of governmental audit experience

Areas of Expertise:

Audits of school districts, cities, and counties
Internal control reviews
Financial statement preparation

Recent School District & Governmental Continuing Professional Education:

TSCPA Texas School District Accounting and Auditing Conference (2023)	16 CPE Hours
Audits of State and Local Governments (2023)	17 CPE Hours
Governmental Financial Reporting (2023)	9 CPE Hours
GFOA 116 th Annual Conference - ARPA 201 (2022)	2 CPE Hours
GFOA 116 th Annual Conference - Accounting and Auditing Year in Review (2022)	2 CPE Hours

About Nathan:

Supervised a Patriot Missile site in the U.S. Army
Known for a variety of hair styles

Proud husband and father of two

Proposed Role on Copperas Cove Independent School District Audit:

Participation in development of audit plan
Participation on complex and higher risk areas of audit
Review of audit workpapers and audit areas

Schedule of Qualifications to Provide Audit Services to
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For the Year Ended August 31, 2024



Travis Smith
Audit Associate

travis@singletonclark.com
Phone (800) 272-9922 Ext. 717

singletonclark.com

Education and Professional Accomplishments:

Angelina Community College – Lufkin - 2009
Bachelor of Science, Accounting – Stephen F. Austin University - Nacogdoches – 2021
Masters of Accountancy – Stephen F. Austin University - Nacogdoches – 2021
Two years of governmental audit experience

Recent Governmental Continuing Professional Education:

TEA School District Accounting and Auditing Conference (2023)	16 CPE Hours
GAO Standards - Yellow Book (2023)	6 CPE Hours
GFOA 116 th Annual Conference - Accounting and Auditing Year in Review (2022)	2 CPE Hours
GFOA 116 th Annual Conference – Managing Investment Portfolios (2022)	2 CPE Hours

Areas of Expertise:

Audits of governmental entities
Internal control reviews
Financial statement preparation

About Travis:

Is an excellent golfer and disc golfer
Is all about competition in any form - Poker, League of Legends, StarCraft, Chess... he plays it all
Loves his dog like a daughter and hopes to own cattle one day
Really likes computers

Proposed Role on Copperas Cove Independent School District Audit:

Execution of audit plan, audit area testing, and initial drafting of financial statements
Direct monitoring of all required deadlines to avoid emergencies

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For the Year Ended August 31, 2024



Karrin Willcox
Audit Associate

karrin@singletonclark.com
Phone (800) 272-9922 Ext. 703

singletonclark.com

Education and Professional Accomplishments:

Bookkeeping Certification – Temple College – Temple – 2021
A.A.S. in Accounting – Temple College – Temple – 2023
Bachelors of Business Administration - Accounting – Texas A&M Central Texas - In progress
One year of governmental audit experience

Recent Governmental Continuing Professional Education:

Micro Economics (2023)	15 CPE Hours
Macro Economics (2023)	15 CPE Hours
Business Communication (2023)	15 CPE Hours

Areas of Expertise:

Audits of governmental entities
Internal control reviews
Financial statement preparation

About Karrin:

Mother of 4
Addicted to Starbucks
Loves to travel, road trip or fly.
Can beatbox using a straw

Proposed Role on Copperas Cove Independent School District Audit:

Execution of audit plan, audit area testing

AUDIT ACTIVITIES AND PROPOSED FEES

Schedule of Qualifications to Provide Audit Services to
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Budgeted Hours, Audit Tasks, and Estimated Scheduling

<i>Audit Phase</i>	<i>Personnel</i>	<i>Est. Time Frame</i>	<i>Est. Hours</i>
Audit Planning (Our Office)	Robert Gattilia, CPA Travis Smith Karrin Willcox	July 2024	40
<i>Audit Planning Tasks:</i>			
Establish audit file	Initial information requests	Review prior year documents	
Begin audit planning forms	Setup internal control testing work	Setup or rollforward workpapers	
Check beginning equity	Assess interfund accounts	Prepare confirmation letters	
Prepare representation letters	Assess for Single Audit requirement	Prepare payroll sample	
Prepare invoice sample	Schedule interim onsite visit		
Interim Fieldwork (Client Office)	Robert Gattilia, CPA Nathan White, CPA Travis Smith	July 2024	80
<i>Interim Fieldwork Tasks:</i>			
Test payroll sample	Internal control documentation	Audit risk assessment	
Test invoice sample	Internal control walkthroughs	Read governing body minutes	
Assemble Permanent File docs	Distribute fraud questionnaires	Distribute representation letters	
Get confirmation letters signed	Select applicable site testing	Schedule final fieldwork visit	
Final Fieldwork (Client Office)	Robert Gattilia, CPA Nathan White, CPA Karrin Willcox	October/November 2024	160
<i>Final Fieldwork Tasks:</i>			
Final information requests	Setup year end trial balance	Analytical reviews	
Cash testing	Receivables testing	Other assets testing	
Accounts payable testing	Accrued liabilities testing	Local revenue testing	
State and federal revenue testing	Payroll testing	Expenditures testing	
Single audit testing (if required)	Proprietary revenue testing	Partner internal reviews	
Schedule report issuance date	Exit conference		
Report Preparation (Our Office)	Robert Gattilia, CPA Nathan White, CPA	December 2024/January 2025	60
<i>Report Preparation Tasks:</i>			
Prepare all fund basis statements	Prepare govt.-wide conversion	Prepare footnotes and other sched.	
Prepare starter MD&A for client	Internal report reviews	Submit draft to client	
Receive client draft approval	Receive client representation letters		
Audit Completion (Client site)	Robert Gattilia, CPA Travis Smith	December 2024/January 2025	20
<i>Report Issuance Tasks:</i>			
Final report version to client	Report printing/binding	Partner meeting preparation	
Presentation to governing body	Prep/filing of OMB form (if applic.)	Close out audit file	
Total			360

*Note: Est. hours represents total personnel hours combined for that phase of the audit (performed concurrently)

Schedule of Qualifications to Provide Audit Services to
Copperas Cove Independent School District
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PROPOSED FEES

[We Keep it Simple. Our Proposed Audit Fee Includes all Budgeted Time, Audit Related Calls, and Bound Audit Reports](#)

We are extremely competitive and accurate in pricing our audit services due to our experience. Our fee is based on anticipated cooperation from your personnel during the audit and availability of records as needed. Unless unforeseen instances occur, our estimated fee shown below will be the amount billed.

If during the course of the audit it is determined that additional auditing services will be necessary outside of the scope of our initial understanding of the engagement, we will work with your personnel to determine the most appropriate method of performing the required services and what additional fees may be incurred.

We believe we can provide Copperas Cove Independent School District with high quality auditing services and year-round accessibility. Provided there are no unforeseen delays in scheduling and conducting the audit, the final report along with any management comments will be presented no later than the January 2025 regularly scheduled meeting of the governing body.

Base Fees:

Current Year

Fiscal Year 2024 – Financial Statement Audit	\$52,000
Single Audit – Basic Procedures	2,000
Single Audit – First Major Program	3,000
Single Audit – Second Major Program	<u>3,000</u>
Total	<u>\$60,000</u>

Subsequent Year Estimates (including two major federal single audit programs)

Fiscal Year 2025 – Financial Statement Audit	\$61,500
Fiscal Year 2026 – Financial Statement Audit	\$63,250
Fiscal Year 2027 – Financial Statement Audit	\$64,750
Fiscal Year 2028 – Financial Statement Audit	\$66,500

Should additional major federal single audit programs be required to be tested, an additional \$3,000 will be charged for each program after the first major federal single audit program.

Note: Should auditor assistance be required to create an Annual Comprehensive Financial Report to Government Finance Officers Association of the United States and Canada (GFOA) requirements for the Certificate of Excellence in Financial Reporting award, an additional fee of \$7,500 for this service would apply.



Report on the Firm's System of Quality Control

To the Owners of Singleton, Clark & Company, P.C.
And the Peer Review Committee of the Texas Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, P.C. (the firm) in effect for the year ended December 31, 2022. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act.

As part of our review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Singleton, Clark & Company, P.C. in effect for the year ended December 31, 2022, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Singleton, Clark & Company, P.C. has received a peer review rating of *pass*.

**BUMGARDNER, MORRISON & COMPANY, LLP**

June 27, 2023



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



AIA® Document B101® – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the EIGHTEENTH (18th) day of APRIL in the year TWO THOUSAND TWENTY-FOUR (2024)
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

Copperas Cove Independent School District, a political subdivision and public school district of the State of Texas
408 S. Main Street
Copperas Cove, Texas 76522
Phone: (254) 547-1227

and the Architect:
(Name, legal status, address and other information)

RBDR, PLLC, a professional limited liability company of the State of Texas
913 Franklin Avenue, Suite 100, Waco, Texas 76701
Phone: (254) 776-8380
Fax: (254) 776-7390

for the following Project:
(Name, location and detailed description)

Initial Project: Pre-Bond Planning Services, as described in Exhibit A, hereto

Future Projects – To be determined as part of bond planning.

The Owner and Architect agree as follows:

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Treviño Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

To be determined by Owner. Pre-bond planning may include but is not limited to the following projects: renovation of the high school facilities, renovation of elementary school facilities, enclosure of outdoor walkways, athletics upgrades or new facilities, extracurricular activities facilities upgrades or new facilities, parking upgrades or new parking area.

The pre bond planning services will include:

1. Facility Assessment: Architect will utilize and review any of the Owner's recent Facilities Assessment(s). Architect shall provide its professional services for an evaluation of the existing facilities as outlined below:

- a. The Building/Facility Conditions Assessment: ADA review (handicap accessibility), building code assessment, building envelope and general conditions assessment along with an analysis of the Mechanical, Electrical, and Plumbing systems and roof assessments on Owner's Facilities.
 - b. Develop Opinion of Probable Cost.
2. Pre-Bond Planning: Architect shall provide personnel to assist the Owner in organizing, planning and developing an informational campaign for an anticipated bond referendum.

If the May 2024 Bond election is not approved by the voters or the Board does not approval the Architect to provide Architectural/Engineering Services for the projects described in the possible May 2024 Bond package, the Architect shall be compensated for the actual work performed prior to the possible May 2024 Bond election as set out in Article 11, below. If the possible May 2024 election is approved by the voters, the Architect shall commence work at the rates and under the terms and conditions set out in this Agreement, upon written notification of the Owner following Board consideration and action on the matter.

Herein, the "Initial Project" shall refer to the pre-bond planning services.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See 1.1.2 above, otherwise the projects shall be developed for a possible bond election.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

To be developed for a possible bond election (Future projects (if determined by Owner).

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

- .1 Design phase milestone dates, if any:

To be determined by Owner.

- .2 Construction commencement date:

To be determined by Owner.

- .3 Substantial Completion date or dates:

To be determined by Owner.

- .4 Other milestone dates:

To be determined by Owner.

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:

(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

To be determined by Owner on a project-by-project basis following passage of any bond project or Board authorization of non-bond construction projects.

§ 1.1.6 The Owner’s anticipated Sustainable Objective for the Project:
(Identify and describe the Owner’s Sustainable Objective for the Project, if any.)

None. (No LEED or CHiPs certification is required.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner’s Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:
(List name, address, and other contact information.)

Copperas Cove Independent School District
Dr. Joe Burns, Superintendent
408 S. Main Street
Copperas Cove, Texas 76522
Phone: (254) 547-1227
Email: burnsj@ccisd.com

§ 1.1.8 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:

(List name, address, and other contact information.)
To be determined by Owner, if applicable.

§ 1.1.9 The Owner shall retain the following consultants and contractors for the Initial Project:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Architect’s Consultant.

.2 Civil Engineer:

Architect’s Consultant.

.3 Other, if any:

(List any other consultants and contractors retained by the Owner.)

All consultants will be Architect’s Consultants except that Owner may have a bond strategist and Owner will have bond counsel.

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

Name of Contact David E. Wright
Company Name: RBDR, PLLC
Address: 913 Franklin Ave, Suite 100, Waco, TX 76701
Phone: (254) 776-8380_

Init.

Email: dewright@rbdarchitects.com

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

This will be determined on a project-by-project basis for any subsequent work.

For the Initial Project, Architect will use the following provider:

Company Name: Hart, Gaugler & Associates, Inc.
Address 8350 N. Central Expressway, Ste. 600, Dallas, Texas 75206
Phone: (469) 923-9225
Email: dhart@hartgaugler.com

.2 Mechanical Engineer:

This will be determined on a project-by-project basis for any subsequent work.

For the Initial project, Architect will use the following provider:

Company Name: EMA Engineering & Consulting, Inc.
Address: 103 S. 12th Street, Suite 02, Pflugerville, Texas 78660
Phone: (512) 251-5177
Email: mcork@emaengineer.com

.3 Electrical Engineer:

This will be determined on a project-by-project basis for any subsequent work.

For the Initial project, Architect will use the following provider:

Company Name: EMA Engineering & Consulting, Inc.
Address: 103 S. 12th Street, Suite 02, Pflugerville, Texas 78660
Phone: (512) 251-5177
Email: mcork@emaengineer.com

.4 Geotechnical Engineer:

This will be determined on a project-by-project basis for any subsequent work.

For the Initial project, Architect will use the following provider:

Company Name: Langerman Engineering Company, LLC
Address: 2000 S. 15th Street, Waco, Texas 76706
Phone: (254) 235-1048
Email: slangerman@lfectx.com

.5 Civil Engineer:

This will be determined on a project-by-project basis for any subsequent work.

For the Initial project, Architect will use the following provider:

Company Name: Clark & Associates, PLLC
Address: 215 M. Main Street, Temple, Texas 76501
Phone: (254) 899-0899
Email: mclark@clark-assoc.com

.6 Other, if any:

Not Basic Services, but Additional Services:

Surveyor:

Company Name: Clark & Associates, PLLC
Address: 215 M. Main Street, Temple, Texas 76501
Phone: (254) 899-0899
Email: mclark@clark-assoc.com

Other Consultants:

Landscape Design: To Be Determined, if any.

Commissioning, Technology, Audio/Visual:

Company Name: EMA Engineering & Consulting, Inc.
Address: 103 S. 12th Street, Suite 02, Pflugerville, Texas 78660
Phone: (512) 251-5177
Email: mcork@emaengineer.com

Security:

Company Name: SchoolPass
A Raptor Technologies Company
Address: 267 Kentlands Blvd., Suite 2034, Githersburg, MD 20878
Phone: (954) 621-1471
Email: ryan.baroff@schoolpass.com

Kitchen Design:

Company Name: JMK Foodservice Consulting and Design, LLC
Address: P.O. Box 2345, Wylie, Texas 75098
Phone: (214) 227-2481

§ 1.1.11.2 Consultants retained under Supplemental Services:

None.

§ 1.1.12 Other Initial Information on which the Agreement is based:

Any current Facilities Assessment of Owner.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying

party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Professional Liability: Architect	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
Architect's Consultants	\$1,000,000.00 per claim and \$2,000,000.00 in the aggregate.
Commercial General Liability: Each Occurrence	\$2,000,000.00
General Aggregate	\$4,000,000.00
Personal and Advertising Injury	\$1,000,000.00 each person
Automobile Liability	\$1,000,000.00 combined single limit
Excess Umbrella Liability	\$5,000,000.00

- .1 The required insurance must be written by a company authorized to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

- .2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.
- .3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.
- .4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
- .5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

(Paragraphs deleted)

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall

provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.]

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect's duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect's scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed.
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals

for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.

- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 After Owner's approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner's prior written consent.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Procurement

§ 3.5.2.1 Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in the procurement process for Construction Services:

- .1 facilitating the distribution of Procurement Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Procurement Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Procurement Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 if requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 The Architect shall review and respond to requests for information about the Contract Documents as Basic Services. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information as Basic Services.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1040, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1040.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1040 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect’s Supplemental Services and the Owner’s Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Architect – Basic Services
§ 4.1.1.2 Multiple preliminary designs	Architect – Basic Services
§ 4.1.1.3 Measured drawings	Architect – Basic Services
§ 4.1.1.4 Existing facilities surveys	Architect- Basic Services

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.5 Site evaluation and planning	Architect – Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Not Provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8 Civil engineering	Architect – Basic Services
§ 4.1.1.9 Landscape design	Architect – Basic Services
§ 4.1.1.10 Architectural interior design	Architect – Basic Services
§ 4.1.1.11 Value analysis	Not Provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect – Additional Services
§ 4.1.1.13 On-site project representation	Architect – Basic Services Site Visits to be as required by Construction Activities
§ 4.1.1.14 Conformed documents for construction	Architect – Basic Services
§ 4.1.1.15 As-designed record drawings	Architect – Basic services
§ 4.1.1.16 As-constructed record drawings	Not Provided
§ 4.1.1.17 Post-occupancy evaluation	Not Provided
§ 4.1.1.18 Facility support services	Not Provided
§ 4.1.1.19 Tenant-related services	Not Provided
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	Architect -Basic Services
§ 4.1.1.21 Telecommunications/data design	Architect – Basic Services
§ 4.1.1.22 Security evaluation and planning	Architect – Basic Services
§ 4.1.1.23 Commissioning	Architect – Basic Services
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not Provided
§ 4.1.1.25 Fast-track design services	Not Provided
§ 4.1.1.26 Multiple bid packages	Architect – Basic Services
§ 4.1.1.27 Historic preservation	Not Provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Architect – Basic Services
§ 4.1.1.29 Other services provided by specialty Consultants	Architect – Basic Services.
§ 4.1.1.30 Other Supplemental Services	To be determined as stated in a Task Request.
§ 4.1.1.31 Surveys	Architect -Basic Services
§ 4.1.1.32 Geotechnical Engineering	Architect- Basic Services
§ 4.1.1.33 Security	Architect- Basic Services
§ 4.1.1.34 Technology	Architect- Basic Services
§ 4.1.1.35 Audio-visual	Architect- Basic Services
§ 4.1.1.36 Kitchen Design	Architect- Basic Services

§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect’s responsibility is provided below.

(Describe in detail the Architect’s Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect’s Services documents that can be included as an exhibit to describe the Architect’s Supplemental Services.)

Init.

Services are self-explanatory.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

Services are self-explanatory.

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work;
- .2 [Section Deleted.];
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or
- .5 [Section Deleted.];
- .6 [Section Deleted.];
- .7 [Section Deleted.];
- .8 [Section Deleted.];
- .9 [Section Deleted.];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction.
- .11 [Section Deleted.].

§ 4.2.2

(Paragraphs deleted)

[Paragraph Deleted.]

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 [Section Deleted.]
- .3 Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Three (3) inspections for any portion of the Work to determine final completion.

- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 [Paragraph Deleted.]

§ 4.2.5 [Paragraph Deleted.]

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 [Intentionally Deleted.]

§ 5.5 [Intentionally Deleted.]

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.

§ 5.15 Within a reasonable time after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the bid or proposal providing the best value to the Owner, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction

Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's services for modifying the Construction Documents shall be without additional compensation. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project.

§ 7.3.1 The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 The provisions of this Article 7 shall survive the termination of this Agreement.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

Init.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the initiation of litigation.

§ 8.2.2 Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:

- .1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.
- .2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.
- .3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

- Arbitration pursuant to Section 8.3 of this Agreement
- Litigation in a court of competent jurisdiction
- Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration [Section Deleted.]

(Paragraphs deleted)

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner.

§ 9.2 This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

§ 9.3 If the Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this

Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7
(Paragraphs deleted)
[Paragraph Deleted.]

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement is set forth in Article 7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 The Architect and Architect's consultants shall have no responsibility for the handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 10.11 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect

may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller's list such omission or misrepresentation will void this Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

If the parties agree to a percentage-based fee structure for future projects, then the Fee for Basic Services shall be:

For New Construction: Seven and One-Half Percent (7.5%) of the Cost of Work for all new facilities.
If Renovations and/or Additions: Seven and a Half Percent (7.5%) for all additions and/or renovations to facilities.

.3 Other
(Describe the method of compensation)

As set forth in 1.1.1, above, utilizing Owner's recent Facilities Assessment, Architect's performance of Facility Study Planning Services, Site and Facilities Evaluation, Evaluation of Alternatives and Possible May 2024 Bond Issue assistance (including but not limited to, program management, bond planning, and space programming) are included in Basic Services. If the May 2024 Bond election is not approved by the voters or the Architect is not retained to provide Architectural/Engineering Services for the projects described in the possible May 2024 Bond package, the Architect shall be compensated as follows:

- For actual work performed prior to the possible May 2024 Bond election at its standard hourly rate, with the total compensation not to exceed One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00).

If a Bond issue is approved by the voters, the Architect shall commence Basic Services for each of the projects included in the Bond issue, upon written notification by the Owner following action by the District’s Board of Trustees.

§ 11.2 For the Architect’s Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

See Section 11.7, below.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Direct cost of services. The Architect shall be compensated with a ten percent (10%) mark-up on the amount invoiced to the Architect by the Surveyor and geotechnical engineer.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ten percent (10%), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen	percent (	15	%)
Design Development Phase	Twenty	percent (	20	%)
Construction Documents Phase	Thirty-Five	percent (	40	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-Five	percent (	20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner’s most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall be adjusted based on subsequent updates to the Owner’s budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants are set forth below. The rates shall be fixed for the term of this Agreement.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

RBDR Employee or Category	Rate (\$0.00)
Architect - Partner	\$195.00
Architect – Staff	\$165.00
Interior Designer	\$125.00
Visualization	\$125.00
Project Coordinator/Manager	\$90.00
Architect-in Training	\$75.00
Interior Designer-in-Training	\$75.00
CAD Technician	\$75.00
Administrative/Clerical	\$80.00

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence except travel to and from the Project site;
- .2 [Subsection Deleted.];
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 [Subsection Deleted.];
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 [Subsection Deleted.];
- .8 [Subsection Deleted.];
- .9 [Subsection Deleted.];
- .10 [Subsection Deleted.];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective.
- .12 [Subsection Deleted.]

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus Ten percent (10%) of the expenses incurred.

§ 11.9 Architect’s Insurance. If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

§ 11.10.1.2 [Intentionally Deleted.]

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect’s invoice. Delinquent payments are subject to the Texas Prompt Pay Act, TEXAS GOVERNMENT CODE, Chapter 2251.

(Insert rate of monthly or annual interest agreed upon.)

%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable.

§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2

(Paragraph deleted)

- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

- .4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

RBDR, PLLC

OWNER *(Signature)*

Dr. Joe Burns
Superintendent of Schools
(Printed name and title)

ARCHITECT *(Signature)*

David E. Wright, Partner/VP/Sec/Treas.
(Printed name, title, and license number, if required)



Additions and Deletions Report for AIA® Document B101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:14:47 ET on 04/18/2024.

PAGE 1

AGREEMENT made as of the EIGHTEENTH (18th) day of APRIL in the year TWO THOUSAND TWENTY-FOUR (2024)

...

Copperas Cove Independent School District, a political subdivision and public school district of the State of Texas
408 S. Main Street
Copperas Cove, Texas 76522
Phone: (254) 547-1227

...

RBDR, PLLC, a professional limited liability company of the State of Texas
913 Franklin Avenue, Suite 100, Waco, Texas 76701
Phone: (254) 776-8380
Fax: (254) 776-7390

...

Initial Project: Pre-Bond Planning Services, as described in Exhibit A, hereto
Future Projects – To be determined as part of bond planning.

...

The Owner and Architect agree as follows:
~~follows:~~

PAGE 2

13 SCOPE OF THE AGREEMENT

NOTE: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Treviño Kyle & Robinson P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

...

To be determined by Owner. Pre-bond planning may include but is not limited to the following projects: renovation of the high school facilities, renovation of elementary school facilities, enclosure of outdoor walkways, athletics

upgrades or new facilities, extracurricular activities facilities upgrades or new facilities, parking upgrades or new parking area.

The pre bond planning services will include:

1. Facility Assessment: Architect will utilize and review any of the Owner's recent Facilities Assessment(s). Architect shall provide its professional services for an evaluation of the existing facilities as outlined below:
 - a. The Building/Facility Conditions Assessment: ADA review (handicap accessibility), building code assessment, building envelope and general conditions assessment along with an analysis of the Mechanical, Electrical, and Plumbing systems and roof assessments on Owner's Facilities.
 - b. Develop Opinion of Probable Cost.
2. Pre-Bond Planning: Architect shall provide personnel to assist the Owner in organizing, planning and developing an informational campaign for an anticipated bond referendum.

If the May 2024 Bond election is not approved by the voters or the Board does not approval the Architect to provide Architectural/Engineering Services for the projects described in the possible May 2024 Bond package, the Architect shall be compensated for the actual work performed prior to the possible May 2024 Bond election as set out in Article 11, below. If the possible May 2024 election is approved by the voters, the Architect shall commence work at the rates and under the terms and conditions set out in this Agreement, upon written notification of the Owner following Board consideration and action on the matter.

Herein, the "Initial Project" shall refer to the pre-bond planning services.

PAGE 3

See 1.1.2 above, otherwise the projects shall be developed for a possible bond election.

...

To be developed for a possible bond election (Future projects (if determined by Owner).

...

To be determined by Owner.

...

To be determined by Owner.

...

To be determined by Owner.

...

To be determined by Owner.

...

To be determined by Owner on a project-by-project basis following passage of any bond project or Board authorization of non-bond construction projects.

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None. (No LEED or CHiPs certification is required.)

...

Copperas Cove Independent School District
Dr. Joe Burns, Superintendent
408 S. Main Street
Copperas Cove, Texas 76522
Phone: (254) 547-1227
Email: burnsj@ccisd.com

...

To be determined by Owner, if applicable.

§ 1.1.9 The Owner shall retain the following consultants and ~~contractors~~ contractors for the Initial Project:

...

Architect’s Consultant.

...

Architect’s Consultant.

...

All consultants will be Architect’s Consultants except that Owner may have a bond strategist and Owner will have bond counsel.

...

Name of Contact David E. Wright
Company Name: RBDR, PLLC
Address: 913 Franklin Ave, Suite 100, Waco, TX 76701
Phone: (254) 776-8380
Email: dewright@rbdarchitects.com

PAGE 5

This will be determined on a project-by-project basis for any subsequent work.

For the Initial Project, Architect will use the following provider:

Company Name: Hart, Gaugler & Associates, Inc.
Address 8350 N. Central Expressway, Ste. 600, Dallas, Texas 75206
Phone: (469) 923-9225
Email: dhart@hartgaugler.com

...

This will be determined on a project-by-project basis for any subsequent work.

For the Initial project, Architect will use the following provider:

Company Name: EMA Engineering & Consulting, Inc.
Address: 103 S. 12th Street, Suite 02, Pflugerville, Texas 78660
Phone: (512) 251-5177
Email: mcork@emaengineer.com

.3 Electrical Engineer:

This will be determined on a project-by-project basis for any subsequent work.
For the Initial project, Architect will use the following provider:

Company Name: EMA Engineering & Consulting, Inc.
Address: 103 S. 12th Street, Suite 02, Pflugerville, Texas 78660
Phone: (512) 251-5177
Email: mcork@emaengineer.com

.4 Geotechnical Engineer:

This will be determined on a project-by-project basis for any subsequent work.
For the Initial project, Architect will use the following provider:

Company Name: Langerman Engineering Company, LLC
Address: 2000 S. 15th Street, Waco, Texas 76706
Phone: (254) 235-1048
Email: slangerman@lfectx.com

.5 Civil Engineer:

This will be determined on a project-by-project basis for any subsequent work.
For the Initial project, Architect will use the following provider:

Company Name: Clark & Associates, PLLC
Address: 215 M. Main Street, Temple, Texas 76501
Phone: (254) 899-0899
Email: mclark@clark-assoc.com

.6 Other, if any:

Not Basic Services, but Additional Services:

Surveyor:

Company Name: Clark & Associates, PLLC
Address: 215 M. Main Street, Temple, Texas 76501
Phone: (254) 899-0899
Email: mclark@clark-assoc.com

Other Consultants:

Landscape Design: To Be Determined, if any.

Commissioning, Technology, Audio/Visual:

Company Name: EMA Engineering & Consulting, Inc.
Address: 103 S. 12th Street, Suite 02, Pflugerville, Texas 78660
Phone: (512) 251-5177
Email: mcork@emaengineer.com

Security:

Company Name: SchoolPass
A Raptor Technologies Company
Address: 267 Kentlands Blvd., Suite 2034, Githersburg, MD 20878
Phone: (954) 621-1471
Email: ryan.baroff@schoolpass.com

Kitchen Design:

Company Name: JMK Foodservice Consulting and Design, LLC
Address: P.O. Box 2345, Wylie, Texas 75098
Phone: (214) 227-2481

PAGE 6

None.

...

Any current Facilities Assessment of Owner.

PAGE 7

§ 2.2 ~~The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances.~~ The Architect shall perform its services consistent with the professional skill and degree of care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license. The Architect shall be responsible to the Owner for all costs and damages resulting from (1) defects in design, (2) non-workability of design details, (3) failure of the Architect to comply with the terms of this Agreement, and (4) errors and omissions of the Architect. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflict or omissions will be promptly corrected by Architect at no additional cost to Owner. Owner's approval, acceptance, use of or payment for all or any part of Architect's services shall in no way alter Architect's obligations or Owner's rights hereunder. Acceptance of reports or other documents by Owner shall not constitute nor be deemed a release of the responsibility and liability of Architect, its employees, associates, agents or its Subconsultants for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by Owner for any defect or error in testing, reports, or assessments and work performed by Architect, its employees, Subconsultants, and agents. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

...

§ 2.5 ~~The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.~~ Architects shall provide and maintain in effect during the performance of the Work under the Agreement insurance of the following types and with indemnification limits not less than the amounts indicated:

Worker's Compensation:
(Including Waiver of Subrogation
Endorsement)

All liability arising out of Architect's employment of workers and anyone for whom Architect shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.

Professional Liability:

Architect

\$1,000,000.00 per claim and
\$2,000,000.00 in the aggregate.

Architect's Consultants

\$1,000,000.00 per claim and
\$2,000,000.00 in the aggregate.

Commercial General Liability:

Each Occurrence

\$2,000,000.00

General Aggregate

\$4,000,000.00

Personal and Advertising Injury

\$1,000,000.00 each person

Automobile Liability

\$1,000,000.00 combined single limit

Excess Umbrella Liability

\$5,000,000.00

.1 The required insurance must be written by a company authorized to do business in Texas at the time the

policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are authorized to issue such policies in the State of Texas.

- .2 The Commercial General Liability and Automobile policies issued in the name of Architect shall also name the Owner as additional insured. Evidence of additional insured status will be provided to Owner by providing a copy of the endorsement being utilized to effect the additional and shall be subject to the Owner's reasonable approval.
- .3 It is the intent of the parties to this Agreement that all coverage provided herein shall be primary to and shall seek no contribution for all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing and shall apply to both ongoing and completed operations. The Commercial General Liability coverage shall be endorsed to provide such primary and non-contributing liability.
- .4 Architect shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar days prior written notice to Owner, and a statement that, except for professional liability insurance and worker's compensation insurance, the Owner is named as additional insured. Architect shall permit Owner to examine the insurance policies, or at Owner's option, Architect shall furnish Owner with copies, certified by the carrier(s), of insurance policies required. If Architect neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance at Architect's expense.
- .5 Insurance provided pursuant to this Section shall be considered a part of the Architect's basic services and shall not be a Reimbursable Expense within the scope of Section 11.8, or other provisions of this Agreement.

~~§ 2.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage.~~

~~§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

~~§ 2.5.4 Workers' Compensation at statutory limits.~~

~~§ 2.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.~~

~~§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.~~

§ 2.6 The Architect shall provide a design which when constructed in accordance with the Contract Documents will comply with all applicable federal, state and local laws, statutes, ordinances, rules, regulations orders and other legal requirements including but not limited to all zoning restrictions or requirements of record, building, occupancy, environmental, disabled person accessibility and land use laws, requirements regulations and ordinances relating to the construction use and occupancy of the Project ("Governmental Requirements") existing on the date of this Agreement and which may be enacted prior to Owner's approval of completed Construction Documents. Architect shall use its best efforts to avoid incorporating into the Project design elements that would give rise to code interpretation questions and to discuss in advance all such situations with the Owner.

§ 2.7 The Architect represents to Owner that all Design Documents, Contract Documents and other documents prepared and issued by Architect pursuant to this Agreement will be of good quality, free from substantial defects, and in conformance with and satisfying all applicable federal, state, municipal and local ordinances, codes, and other governmental requirements and shall be fit for the particular purpose intended thereby. Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 2.8 Notwithstanding any provision of this Article to the contrary, services made necessary as a result of the Architect's failure to timely provide accurate or complete information, approvals or clarifications, or to timely render a decision, shall be considered Basic Services.

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, ~~and electrical~~ electrical and civil engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities. Any changes required by governmental authorities, if approved by the Owner, shall be made by the Architect at no additional cost to the Owner.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility be responsible for filing documents required for the approval of governmental authorities having jurisdiction over the Project, subject to review and approval of the Owner.

§ 3.1.7 The Architect shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a Project benchmark. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.8 The Architect shall furnish services of geotechnical engineers as required for the Project which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate recommendations. The Architect shall be reimbursed by the Owner for the Architect's cost for such services.

§ 3.1.9 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017. A copy of the AIA Document A201-2017 shall be delivered to the Architect upon execution of this Agreement

§ 3.1.10 Notwithstanding any other provision of the Agreement, the following are Services of the Architect fully compensated under Section 11.1 as Basic Services:

- .1 The time period during which the Architect’s duty to provide Basic Services shall include that time necessary to correct any defective work caused by defects, errors or omissions of the Architect during any phase of construction. Such services shall be performed by the Architect at no additional charge, either in fee or expenses.
- .2 The Architect shall be responsible for retaining all necessary consultants to execute Architect’s scope of work. Such consultants shall be professionals licensed by the State of Texas to practice the building discipline for which they are retained on the Project. Consultants required by the Architect shall at a minimum be required to make on-site visits and observations during those periods when work they have designed is being constructed.
- .3 The Architect shall require the Contractor and its subcontractors to maintain a set of record drawings to be furnished to the Owner in reproducible form upon Substantial Completion of the Project. The Architect shall cause the Contractor to provide all warranty documents and Owner operation manuals required by the Contract Documents. The Architect shall review the record drawings, warranties, and operation manuals for conformance with the Contract Documents and shall deliver the record drawings, warranties, and operation manuals to the Owner by written transmittal.
- .4 The Architect shall be responsible for reporting all known building deficiencies to the Contractor for a period of one (1) year after the date of Substantial Completion. In addition, the Architect shall monitor the progress of corrections and furnish the Owner with written notification of completed corrections. The one (1) year period shall be extended to portions of the Work first completed after the date of Substantial Completion by the period of time between Substantial Completion and the actual completion of such Work. The obligations under this Section shall survive acceptance of the Work by the Owner.

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§ 3.4.6 After Owner’s approval of the Construction Documents, the Architect shall not make or approve any change in the Work, except for minor changes in the Work not involving an adjustment in the Contract Sum, expenditure of contingency funds or an extension of the Contract Time, without the prior written consent of the Owner. The Architect shall be liable to the Owner for any damages arising from or caused by any change to the Work made or approved by the Architect without the Owner’s prior written consent.

...

§ 3.5.2 Competitive Bidding Procurement

§ 3.5.2.1 Bidding Procurement Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by the procurement process for Construction Services:

- .1 facilitating the distribution of Bidding Procurement Documents to prospective bidders;
- ...
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Procurement Documents to the prospective bidders in the form of addenda; and,

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§ 3.5.2.3 If the Bidding Procurement Documents permit substitutions, upon the Owner’s written authorization, the Architect shall, as an Additional Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

...

- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner. If requested by Owner, the Architect shall organize and participate in selection interviews with prospective contractors and/or participate in

negotiations with ranked contractors and prepare any summary reports requested by the Owner in related to the results of such processes.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an ~~Additional~~ Basic Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

...

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™-2017, General Conditions of the Contract for ~~Construction~~ Construction, as modified by the Owner, a copy of which has been provided to the Architect concurrent with the execution of this Agreement. If the Owner and Contractor modify AIA Document A201-2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

...

§ 3.6.1.4 The Architect shall prepare Drawings, Specifications, and other documentation and supporting data evaluating Contractor's proposals, and providing other services in connection with Change Orders and Construction Change Directives as Basic Services.

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§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the ~~Work~~ Work except as otherwise required in this Agreement, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) or (3) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

...

§ 3.6.3.4 The Architect shall observe the Work prior to approving any Certificate for Payments to the Contractor to determine if the Project is progressing in accordance with the approved schedule and to determine the dates of substantial completion and final completion. The Architect shall report the results of observations to the Owner in writing prior to approving any Certificate for Payments.

§ 3.6.3.5 Architect shall not issue a Certificate for Payment releasing any retainage without prior receipt of a Consent of Surety to Final Payment.

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§ 3.6.4.4 Subject to Section 4.2, the ~~The~~ Architect shall review and respond to requests for information about the Contract Documents. ~~Documents~~ as Basic Services. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information~~ information as Basic Services.

...

§ 3.6.5.1 The Architect shall prepare Change Orders, Construction Change Directives and documents authorizing expenditures of contingency funds, with supporting documentation and data if deemed necessary by the Architect, as Basic Services compensated under Section 11.1, for the Owner's approval and execution in accordance with the Contract Documents. The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time.

Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents, not involving an adjustment in the Contract Sum, an expenditure of contingency funds or an extension of the Contract Time which are consistent with the intent of the Contract Documents. If necessary, the Architect shall prepare, reproduce and distribute Drawings and Specifications to describe Work to be added, deleted or modified as Basic Services compensated under Section 11.1.

...

§ 3.6.5.3 The Architect shall prepare a set of reproducible record drawings in electronic format showing significant changes made during construction based on marked-up prints, drawings and other data furnished by the Contractor to the Architect.

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ARTICLE 4 — SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 3.6.6.6 Pursuant to 19 Texas Administrative Code § 61.1040, the Architect shall sign and seal the Construction Documents and certify on the Certification of Project Compliance form developed by the Texas Education Agency as follows:

- .1 It has reviewed the standards contained in 19 TAC Chapter 61 and has used the best professional judgment and reasonable care consistent with the practice of architecture in the State of Texas in executing the construction documents and that these documents conform with the provisions of 19 TAC § 61.1040.
- .2 It has performed a building code search under applicable regulations that may influence the project and the design has been researched prior to becoming final.
- .3 It has designed the facility according to the provisions of 19 TAC § 61.1040 based on the long-range school facility plan and/or education specifications, building code specifications, and all documented changes to the Construction Documents provided by the District.

§ 3.6.6.7 As a condition to the Project being considered Substantially Complete, the Architect shall obtain the certification of the Contractor on the Certification of Project Compliance form that the facility has been constructed in general accordance with the Construction Documents set out in Section 3.6.6.6 above.

§ 3.6.6.8 [Intentionally deleted.]

ARTICLE 4 BASIC, SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. Basic Services or Supplemental Services as indicated. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

...

§ 4.1.1.1	Programming	Architect – Basic Services
§ 4.1.1.2	Multiple preliminary designs	Architect – Basic Services
§ 4.1.1.3	Measured drawings	Architect – Basic Services
§ 4.1.1.4	Existing facilities surveys	Architect- Basic Services
§ 4.1.1.5	Site evaluation and planning	Architect – Basic Services
§ 4.1.1.6	Building Information Model management responsibilities	Not Provided
§ 4.1.1.7	Development of Building Information Models for post construction use	Not Provided
§ 4.1.1.8	Civil engineering	Architect – Basic Services
§ 4.1.1.9	Landscape design	Architect – Basic Services

§ 4.1.1.10 Architectural interior design	<u>Architect – Basic Services</u>
§ 4.1.1.11 Value analysis	<u>Not Provided</u>
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	<u>Architect – Additional Services</u>
§ 4.1.1.13 On-site project representation	<u>Architect – Basic Services</u> <u>Site Visits to be as required by Construction Activities</u>
§ 4.1.1.14 Conformed documents for construction	<u>Architect – Basic Services</u>
§ 4.1.1.15 As-designed record drawings	<u>Architect – Basic services</u>
§ 4.1.1.16 As-constructed record drawings	<u>Not Provided</u>
§ 4.1.1.17 Post-occupancy evaluation	<u>Not Provided</u>
§ 4.1.1.18 Facility support services	<u>Not Provided</u>
§ 4.1.1.19 Tenant-related services	<u>Not Provided</u>
§ 4.1.1.20 Architect’s coordination of the Owner’s consultants	<u>Architect -Basic Services</u>
§ 4.1.1.21 Telecommunications/data design	<u>Architect – Basic Services</u>
§ 4.1.1.22 Security evaluation and planning	<u>Architect – Basic Services</u>
§ 4.1.1.23 Commissioning	<u>Architect – Basic Services</u>
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	<u>Not Provided</u>
§ 4.1.1.25 Fast-track design services	<u>Not Provided</u>
§ 4.1.1.26 Multiple bid packages	<u>Architect – Basic Services</u>
§ 4.1.1.27 Historic preservation	<u>Not Provided</u>
§ 4.1.1.28 Furniture, furnishings, and equipment design	<u>Architect – Basic Services</u>
§ 4.1.1.29 Other services provided by specialty Consultants	<u>Architect – Basic Services.</u>
§ 4.1.1.30 Other Supplemental Services	<u>To be determined as stated in a Task Request.</u>
§ 4.1.1.31 Surveys	<u>Architect -Basic Services</u>
§ 4.1.1.32 Geotechnical Engineering	<u>Architect- Basic Services</u>
§ 4.1.1.33 Security	<u>Architect- Basic Services</u>
§ 4.1.1.34 Technology	<u>Architect- Basic Services</u>
§ 4.1.1.35 Audio-visual	<u>Architect- Basic Services</u>
§ 4.1.1.36 Kitchen Design	<u>Architect- Basic Services</u>

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Services are self-explanatory.

...

Services are self-explanatory.

...

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule. All services under the terms of this Agreement which would otherwise be constructed as Additional Services will be treated as Basic Services compensated under Section 11.1 for which no additional compensation is authorized, unless such services are requested in writing by the Architect and approved in writing by the Owner prior to the time such services are performed.

...

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, or the Owner's schedule or budget for Cost of the Work, or procurement or delivery method; Work;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service; [Section Deleted.];
- ...
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors; or
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients; [Section Deleted.];
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner; [Section Deleted.];
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing; [Section Deleted.];
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto; [Section Deleted.];
- .9 Evaluation of the qualifications of entities providing bids or proposals; [Section Deleted.];
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or, construction.
- .11 Assistance to the Initial Decision Maker, if other than the Architect. [Section Deleted.].

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom. [Paragraph Deleted.]

...

- .1 ~~(—) Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor~~
- .2 ~~(—) visits to the site by the Architect during construction [Section Deleted.]~~
- .3 ~~(—) Three (3) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents~~
- .4 ~~(—) Three (3) inspections for any portion of the Work to determine final completion.~~
- .5 The Architect shall visit the site and observe the Work at appropriate stages of construction no less than weekly. The Architect shall report the results of all observations to the Owner in writing. Any and all observed deficiencies shall immediately be reported to the Owner and Contractor in writing.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

~~Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services. [Paragraph Deleted.]~~

~~§ 4.2.5 If the services covered by this Agreement have not been completed within () months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services. [Paragraph Deleted.]~~

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~~§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.~~

~~[Intentionally Deleted.]~~

~~§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations. [Intentionally Deleted.]~~

...

~~§ 5.9 Unless otherwise provided in this Agreement, the Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.~~

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~~§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect and Owner access to the Work wherever it is in preparation or progress.~~

~~§ 5.15 Within 15 days a reasonable time after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.~~

...

~~§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner or, to the extent the Work is not completed, the estimated cost to the Owner, to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.~~

~~§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.~~

...

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, bid or proposal providing the best value to the Owner, the Owner shall

...

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

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§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants. The Owner shall be permitted to retain copies, including those in electronic format and reproducible copies, of the Architect's and the Architect's consultants' Instruments of Service for information and reference in connection with the Owner's use and occupancy of the Project.

§ 7.3 The Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. Project. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4. The payment of fees for professional services performed under this Agreement shall constitute full payment for a one-time, perpetual license fee for those uses of the Architect's Instruments of Service, for all documents produced pursuant to this Agreement and in existence as of the date of any such payment.

§ 7.3.2 The Owner shall have the right to use the Architect's Instruments of Service and to make derivative Works thereof for the purpose of completing the project in the event Architect is terminated for cause pursuant to this Agreement, without regard to whether such termination shall subsequently be adjudicated to have been wrongful, or whether such termination is for the convenience of the Owner. In the event the Owner shall make derivative works of the Architect's Instruments of Service pursuant to this Section, the Architect shall bear no liability for errors or omissions appearing in such derivative works.

...

~~§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.~~

...

~~§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1. law.~~

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~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution. the initiation of litigation.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. Unless the parties mutually agree otherwise, mediation shall be administered in accordance with the following:~~

- ~~.1 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.~~
- ~~.2 In the event the Owner and the Architect are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty (30) days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.~~
- ~~.3 At all times during the course of any dispute resolution process, the Architect shall continue diligently and without delay to perform the services and obligations of the Agreement.~~

...

[] Litigation in a court of competent jurisdiction

...

§ 8.3 Arbitration [Section Deleted.]

~~§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.~~

~~§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.~~

~~§ 8.3.2~~ The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.4 Consolidation or Joinder~~

~~§ 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

~~§ 8.4~~ The provisions of this Article 8 shall survive the termination of this Agreement.

~~§ 9.1~~ If the Owner fails to make payments to the Architect in accordance with this Agreement, Agreement through no fault of the Architect, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. Agreement if not cured by the Owner within seven (7) days following notice of any past-due payment. If the Architect elects to suspend services, prior to suspension of services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. Owner.

~~§ 9.2~~ If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted. This Agreement may be terminated by Owner if Architect engages in conduct that would constitute a violation of state or federal criminal law, including but not limited to, the laws prohibiting certain gifts to public servants, or engages in conduct that would constitute a violation of the Owner's ethics or conflict of interest policies.

~~§ 9.3~~ If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, Project is suspended by the Owner for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than seven days' written notice. upon not less than seven (7) days' written notice. Should the Architect elect to so terminate this Agreement, the Architect shall be compensated for services actually performed and expenses actually incurred prior to notice of such termination.

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~~§ 9.6~~ If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements. In the event of termination not the fault of the Architect, the

Architect shall be compensated only for services actually performed and reimbursable expenses actually incurred prior to termination.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 — Termination Fee:

.2 — Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

[Paragraph Deleted.]

...

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement ~~are~~ is set forth in Article 7 and Section 9.7.7.

...

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. ~~If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.~~ Venue for any lawsuit arising under this contract shall be in the county in which the Project is located. No provision of this Agreement is a waiver of any immunity or defense. No provision of this Agreement is a consent to suit.

...

§ 10.6 ~~Unless otherwise required in this Agreement, the Architect~~ The Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at handling, removal, or disposal or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Architect and the Architect's consultants shall have no responsibility to initially discover the presence of such hazardous materials on the Project site, but shall have an affirmative duty to immediately report to the Owner the existence of such materials actually known by the Architect or the Architect's consultants to be present on the Project site.

§ 10.7 ~~The~~ With prior written consent of the Owner, the Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement. Owner herein designates the following as confidential information: security measures; pending real estate purchases, exchange, lease, or value; any information pertaining to litigation; student likenesses and student record information; employee information; and any other information deemed confidential by law.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, ~~arbitrator's order~~, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

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§ 10.10 In any adjudication or claim under this Agreement, reasonable and necessary attorney's fees that are equitable and just may be awarded to the prevailing party.

§ 10.11 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

§ 10.12 Pursuant to Texas Government Code Chapter 2271, as amended, if this contract is valued at \$100,000 or more and if the Architect has at least ten (10) full time employees, then the Architect, by its execution of this Agreement represents and warrants to the Owner that the Architect does not boycott Israel and will not boycott Israel during the term of this Agreement. This section does not apply to a sole proprietorship.

§ 10.13 Pursuant to Texas Government Code Chapters 2274 and 809, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

§ 10.14 Pursuant to Texas Government Code Chapter 2274, if this contract is valued at \$100,000 or more and if Architect has at least ten (10) full-time employees, then Architect represents and warrants to the District that the Architect does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

§ 10.15 Architect shall keep all accounting and construction records on the Project for a period of at least twelve years after Final Completion of the Project, and thereafter shall offer the records to the Owner in writing, in order for Owner to comply with its records retention requirements, per the Texas Government Code section 441.158 et seq. and the Texas Library and Archives Commission's Local Schedule GR (Government Records). In the alternative, Architect may provide such records to Owner for retention at any time if Owner agrees in writing to accept such records in lieu of Architect's retention under this Section.

§ 10.16 When the services under this Agreement include contract administration services, the General Conditions of the Contract for Construction shall be AIA Document A201-2017.

§ 10.17 Any notice required by or permitted under this Agreement must be in writing unless otherwise provided herein. Any notice required by this Agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

§ 10.18 If any provision of this Agreement is held to be illegal, invalid, or unenforceable under any present or future law, such provision shall be fully severable and this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom.

§ 10.19 The Owner shall have the right to examine, copy, and/or audit the books and other records of the Architect relating solely to this Agreement upon reasonable request to the Architect.

§ 10.20 Architect verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Architect has misrepresented its inclusion on the Comptroller’s list such omission or misrepresentation will void this Agreement.

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If the parties agree to a percentage-based fee structure for future projects, then the Fee for Basic Services shall be:
()% of the Owner’s budget for the Cost of the Work, as calculated in accordance with Section 11.6.
For New Construction: Seven and One-Half Percent (7.5%) of the Cost of Work for all new facilities.
If Renovations and/or Additions: Seven and a Half Percent (7.5%) for all additions and/or renovations to facilities.

...

(Describe the method of compensation)

As set forth in 1.1.1, above, utilizing Owner’s recent Facilities Assessment, Architect’s performance of Facility Study Planning Services, Site and Facilities Evaluation, Evaluation of Alternatives and Possible May 2024 Bond Issue assistance (including but not limited to, program management, bond planning, and space programming) are included in Basic Services. If the May 2024 Bond election is not approved by the voters or the Architect is not retained to provide Architectural/Engineering Services for the projects described in the possible May 2024 Bond package, the Architect shall be compensated as follows:

- For actual work performed prior to the possible May 2024 Bond election at its standard hourly rate, with the total compensation not to exceed One Hundred Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00).

If a Bond issue is approved by the voters, the Architect shall commence Basic Services for each of the projects included in the Bond issue, upon written notification by the Owner following action by the District’s Board of Trustees.

PAGE 25

See Section 11.7, below.

...

Direct cost of services. The Architect shall be compensated with a ten percent (10%) mark-up on the amount invoiced to the Architect by the Surveyor and geotechnical engineer.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent ()~~, ten percent (10%), or as follows:

...

Schematic Design Phase	<u>Fifteen</u>	percent (	<u>15</u>)	%)
Design Development Phase	<u>Twenty</u>	percent (	<u>20</u>)	%)
Construction Documents Phase	<u>Thirty-Five</u>	percent (	<u>40</u>)	%)
Procurement Phase	<u>Five</u>	percent (	<u>5</u>)	%)
Construction Phase	<u>Twenty-Five</u>	percent (	<u>20</u>)	%)

...

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

...

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices, fixed for the term of this Agreement.

PAGE 26

<u>RBDR Employee or Category</u>	<u>Rate (\$0.00)</u>
<u>Architect - Partner</u>	<u>\$195.00</u>
<u>Architect – Staff</u>	<u>\$165.00</u>
<u>Interior Designer</u>	<u>\$125.00</u>
<u>Visualization</u>	<u>\$125.00</u>
<u>Project Coordinator/Manager</u>	<u>\$90.00</u>
<u>Architect-in Training</u>	<u>\$75.00</u>
<u>Interior Designer-in-Training</u>	<u>\$75.00</u>
<u>CAD Technician</u>	<u>\$75.00</u>
<u>Administrative/Clerical</u>	<u>\$80.00</u>

...

- .1 Transportation and authorized out-of-town travel and subsistence; subsistence except travel to and from the Project site;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets; [Subsection Deleted.];

...

- .5 Postage, handling, and delivery; [Subsection Deleted.];

...

- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project; [Subsection Deleted.];
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants; [Subsection Deleted.];
- .9 All taxes levied on professional services and on reimbursable expenses; [Subsection Deleted.];
- .10 Site office expenses; [Subsection Deleted.];
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and, Objective.
- .12 Other similar Project-related expenditures; [Subsection Deleted.];

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (~~—~~%) Ten percent (10%) of the expenses incurred.

...

§ 11.10.1.1 An initial payment of (~~\$~~) ZERO DOLLARS (\$0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

~~§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ —) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred. [Intentionally Deleted.]~~

...

~~§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid (—) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect. Delinquent payments are subject to the Texas Prompt Pay Act, TEXAS GOVERNMENT CODE, Chapter 2251.~~

PAGE 27

~~§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. liable.~~

~~§ 11.10.2.3 Records of Reimbursable Expenses, of expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates or a multiple of Direct Personnel Expense shall be available to the Owner or the Owner's authorized representative upon request at mutually convenient times. "Direct Personnel Expense" is defined as the direct salaries of the Architect's personnel engaged in the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, employee retirement plans and similar contributions.~~

...

~~§ 12.1 LICENSING AUTHORITY: The following information is included in this agreement as required by Texas Occupations Code section 1051.251: "The Texas Board of Architectural Examiners (333 Guadalupe Suite 2-350, Austin, Texas 78701 Telephone: 512-305-9000) has jurisdiction over individuals licensed to practice architecture in the State of Texas."~~

...

- ~~.2 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this agreement.)~~

~~.3 — .2 Exhibits:~~

PAGE 28

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT

RBDR, PLLC

...

Dr. Joe Burns
Superintendent of Schools

David E. Wright, Partner/VP/Sec/Treas.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Kelley L. Kalchthaler, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:14:47 ET on 04/18/2024 under Order No. 3104238383 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)



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

2023-2024 Resignations Instructional Support

NAME	TERM DATE	POSITION	CAMPUS	REASON
Bevan, Jessica	5/24/2024	Teacher, 4th grade	Clements Parsons Elementary	Relocation
Cantu, Brianna	5/24/2024	Speech Language Pathologist Assistant	Special Education Department	Relocation
Chancellor, Brelan	5/24/2024	Teacher, Leadworthy/Coach	Copperas Cove High School	Personal
Fox, Wanda	5/24/2024	Teacher, SPED Inclusion	Copperas Cove High School	Personal
Guthrie, Jamie	5/24/2024	Teacher, 2nd	Clements Parsons Elementary	Personal
Hooten, Lauren	6/28/2024	504 Coordinator	Curriculum Department	Personal
Major, Kelley	5/24/2024	Teacher, 2nd grade	House Creek Elementary	Personal
Marland, Misty	5/24/2024	RISE Intern English	Copperas Cove High School	Personal
Martin, Ashleigh	5/24/2024	Rise Instructional Intern	SC Lee Junior High	Personal
Miller, Deanna	5/24/2024	Teacher, CTE	Copperas Cove High School	Personal
Mills, Kristi	5/24/2024	Teacher, SPED Self Contained	Copperas Cove High School	Personal
Prax, Holly	5/24/2024	ESL Interventionist	Fairview Jewell Elementary	Retirement
Robinson, Jennifer	6/19/2024	Principal	Clements Parsons Elementary	Personal
Severance, Amber	5/24/2024	Teacher, 2nd grade	Williams Ledger Elementary	Personal
Smith, Mark	6/27/2024	Teacher, CTE Health Science	Copperas Cove High School	Personal
Talbett, Marilyn	5/24/2024	Teacher, Science	Copperas Cove High School	Personal
Young, Rosa	5/24/2024	ESL Interventionist	Williams Ledger Elementary	Retirement
Woods, Michael	7/10/2024	Teacher, CTE/Coach	Copperas Cove High School	Personal



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

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
GENERAL FUND
Statement of Revenues, Expenditures and Changes in Fund Balance
June 30, 2024

	CURRENT YEAR 2023 - 2024				PRIOR YEAR 2022 - 2023			
	Original Budget	Amended Budget	Actual	Percent of Amended Budget	Original Budget	Final Budget	Actual	Percent of Final Budget
REVENUES								
Property Tax Collection (including delinquencies)	\$ 15,488,000	\$ 15,488,000	\$ 14,540,164	93.88%	\$ 18,671,332	\$ 18,671,332	\$ 18,291,138	97.96%
Other Local and Intermediate Sources	\$ 1,535,000	\$ 1,535,000	\$ 3,703,338	241.26%	\$ 370,000	\$ 2,882,214	\$ 1,719,098	59.65%
	\$ 65,068,809	\$ 65,068,809	\$ 66,273,847	101.85%	\$ 57,716,082	\$ 61,243,953	\$ 55,065,476	89.91%
Federal Program Revenues*	\$ 1,500,000	\$ 1,500,000	\$ 14,917,221	994.48%	\$ 1,300,000	\$ 8,793,140	\$ 9,125,203	103.78%
	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Other Financing Sources	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
<i>*Received Impact Aid Payments of \$5,138,158 and \$4,597,663 on 9-9-2023 and 11-13-23, respectively</i>								
Total Revenues	\$ 83,591,809	\$ 83,591,809	\$ 99,434,571	118.95%	\$ 78,057,414	\$ 91,590,639	\$ 84,200,915	91.93%
EXPENDITURES								
11 - Instructional	\$ 54,966,456	\$ 55,046,955	\$ 44,646,998	81.11%	\$ 48,789,637	\$ 51,523,073	\$ 42,445,729	82.38%
12 - Instructional Resources and Media Services	\$ 1,217,636	\$ 1,217,636	\$ 1,069,066	87.80%	\$ 1,165,679	\$ 1,220,839	\$ 1,034,621	84.75%
13 - Curriculum and Instructional Staff Developmer	\$ 346,277	\$ 348,277	\$ 254,026	72.94%	\$ 376,538	\$ 472,021	\$ 300,779	63.72%
21 - Instructional Leadership	\$ 2,030,645	\$ 2,030,645	\$ 1,729,254	85.16%	\$ 2,130,908	\$ 2,164,457	\$ 1,746,755	80.70%
23 - School Leadership	\$ 4,318,735	\$ 4,315,735	\$ 3,542,807	82.09%	\$ 4,301,552	\$ 4,301,552	\$ 3,532,905	82.13%
31 - Guidance, Counseling and Evaluation Service:	\$ 2,819,063	\$ 2,820,063	\$ 2,285,460	81.04%	\$ 2,392,981	\$ 2,960,825	\$ 2,312,552	78.10%
32 - Social Work Services	\$ 273,095	\$ 273,095	\$ 261,520	95.76%	\$ 261,711	\$ 262,711	\$ 248,743	94.68%
33 - Health Services	\$ 763,250	\$ 763,250	\$ 680,679	89.18%	\$ 711,440	\$ 738,258	\$ 605,223	81.98%
34 - Student (Pupil) Transportation	\$ 3,418,401	\$ 3,418,401	\$ 3,336,542	97.61%	\$ 3,162,333	\$ 3,730,575	\$ 3,070,589	82.31%
35 - Food Service	\$ 30,000	\$ 30,000	\$ 3,480	11.60%	\$ 30,000	\$ 110,000	\$ -	
36 - Cocurricular/Extracurricular Activities	\$ 2,810,372	\$ 2,809,872	\$ 2,386,777	84.94%	\$ 2,837,065	\$ 2,949,954	\$ 2,365,028	80.17%
41 - General Administration	\$ 2,598,669	\$ 2,598,669	\$ 1,962,452	75.52%	\$ 2,365,432	\$ 2,378,387	\$ 1,935,159	81.36%
51 - Plant Maintenance and Operations	\$ 9,269,304	\$ 9,269,304	\$ 7,360,482	79.41%	\$ 7,893,065	\$ 10,475,992	\$ 7,936,096	75.76%
52 - Security and Monitoring Services	\$ 1,749,569	\$ 1,749,570	\$ 1,382,771	79.03%	\$ 654,234	\$ 1,076,862	\$ 835,027	77.54%
53 - Data Processing Services	\$ 3,192,363	\$ 3,112,363	\$ 2,642,552	84.90%	\$ 2,919,035	\$ 3,007,677	\$ 2,482,684	82.54%
61 - Community Services	\$ 10,300	\$ 10,300	\$ -		\$ 10,300	\$ 10,300	\$ 189	1.84%
81 - Facilities Acquisition and Construction	\$ -	\$ -	\$ 14,562		\$ 250,000	\$ 451,637	\$ (20,648)	-4.57%
99 - Other Intergovernmental Charges	\$ 362,600	\$ 362,600	\$ 391,486	107.97%	\$ 335,000	\$ 377,278	\$ 352,278	93.37%
Other Financing Uses	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Total Expenditures	\$ 90,176,735	\$ 90,176,735	\$ 73,950,913	82.01%	\$ 80,586,910	\$ 88,212,398	\$ 71,183,711	80.70%
Excess (Deficiency) of Revenues Over Expenditure	\$ (6,584,926)	\$ (6,584,926)	\$ 25,483,658		\$ (2,529,496)	\$ 3,378,241	\$ 13,017,204	

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
DEBT SERVICE FUND
Statement of Revenues, Expenditures and Changes in Fund Balance
June 30, 2024

	CURRENT YEAR 2023 - 2024				PRIOR YEAR 2022 - 2023			
	Original Budget	Amended Budget	Actual	Percent of Amended Budget	Original Budget	Final Budget	Actual	Percent of Final Budget
REVENUES								
Property Tax Collection (including delinquencies)	\$ 1,590,065	\$ 1,590,065	\$ 1,467,368	92.28%	\$ 1,361,048	\$ 1,361,048	\$ 1,479,698	108.72%
Other Local and Intermediate Sources			\$ 79,183				\$ 57,042	
State Program Revenues	\$ 475,655	\$ 475,655	\$ 365,537	76.85%	\$ 549,052	\$ 549,052	\$ 610,262	111.15%
	\$ -		\$ -			\$ -		
Other Financing Sources	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Total Revenues	\$ 2,065,720	\$ 2,065,720	\$ 1,912,088	92.56%	\$ 1,910,100	\$ 1,910,100	\$ 2,147,002	112.40%
EXPENDITURES								
71 - Debt Service	\$ 1,852,000	\$ 1,852,000	\$ 53,250	2.88%	\$ 1,852,850	\$ 1,852,850	\$ 78,675	4.25%
Other Financing Uses	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Total Expenditures	\$ 1,852,000	\$ 1,852,000	\$ 53,250	2.88%	\$ 1,852,850	\$ 1,852,850	\$ 78,675	4.25%
Excess (Deficiency) of Revenues Over Expenditures	\$ 213,720	\$ 213,720	\$ 1,858,838		\$ 57,250	\$ 57,250	\$ 2,068,327	

COPPERAS COVE INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE FUND
Statement of Revenues, Expenditures and Changes in Fund Balance
June 30, 2024

	CURRENT YEAR 2023 - 2024				PRIOR YEAR 2022 - 2023			
	Original Budget	Amended Budget	Actual	Percent of Amended Budget	Original Budget	Final Budget	Actual	Percent of Final Budget
REVENUES								
Local and Intermediate Sources	\$ 549,100	\$ 549,100	\$ 578,266	105.31%	\$ 180,800	\$ 180,800	\$ 589,518	326.06%
State Program Revenues*	\$ 41,370	\$ 380,892	\$ 403,582	105.96%	\$ 41,500	\$ 361,695	\$ 290,008	80.18%
Federal Program Revenues	\$ 4,259,451	\$ 4,259,451	\$ 2,838,972	66.65%	\$ 4,327,777	\$ 4,327,777	\$ 2,908,129	67.20%
Other Sources								
Total Revenues	\$ 4,849,921	\$ 5,189,443	\$ 3,820,819	73.63%	\$ 4,550,077	\$ 4,870,272	\$ 3,787,655	77.77%
EXPENDITURES								
35 - Food Service	\$ 4,824,921	\$ 5,189,443	\$ 3,983,727	76.77%	\$ 4,530,077	\$ 4,850,272	\$ 3,476,219	71.67%
51 - Plant Maintenance and Operations					\$ -			
52 - Security and Monitoring	\$ 25,000				\$ 20,000	\$ 20,000		
81 - Plant Maintenance and Operations					\$ -			
Total Expenditures	\$ 4,849,921	\$ 5,189,443	\$ 3,983,727	76.77%	\$ 4,550,077	\$ 4,870,272	\$ 3,476,219	71.38%
Excess (Deficiency) of Revenues Over Expenditures	\$ -	\$ -	\$ (162,908)		\$ -	\$ -	\$ 311,436	



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



Board of Trustees

Date of Meeting

Item Type

Item Name

District Goal

Summary
(Purpose/
Objective)

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2024-2025 Copperas Cove ISD Employee Handbook

Summary of Changes

Page 9 Mission and Envisioned Student Experience Statements

Eliminated old objectives and added envisioned student experience statements in alignment with the district’s TLI participation

Page 17 Paychecks

At the end of the first paragraph a statement was added regarding employees’ responsibility to review the accuracy of their pay statements

Page 18 Payroll Deductions/Overpayments

Added an explanation of overpayments and the repayment process

Edited the last paragraph to eliminate overpayment schedule

Page 24 Discretionary Leave

Changed wording in last paragraph to say “the prohibitions on the use of discretionary leave apply to all staff” as opposed to “non-professional staff only.”

Page 45 Harassment of Students

Added Policy DF as it pertains to termination of employees for certain offenses against students

Page 57 Tobacco and Nicotine Products and E-Cigarette Use

Added “and nicotine” to the topic and to the first paragraph

Added the second paragraph explaining the prohibition of possessing or using nicotine products of any type, including nicotine pouches

In Local consideration, added nicotine products to the list of prohibited products and explained the restrictions and district choices

Page 73 Asbestos Management Plan

Edited policy code



HUMAN RESOURCE SERVICES

2024–2025

CCISD EMPLOYEE HANDBOOK

The Copperas Cove Independent School District does not discriminate on the basis of race, color, religion, gender, national origin, disability, or any other basis prohibited by law in its programs, activities, or employment practices. For inquiries regarding the non-discrimination policies, contact: Executive Director of Human Resources or Director of Student Services at (254) 547-1227, 408 South Main Street, Copperas Cove, TX 76522.

24th Edition, August 2024 – all other editions are obsolete.

If you have difficulty assessing the information in this document because of a disability, please email hr@live.ccisd.com.

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Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are, have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to Tracie Phillips, Executive Director of Human Resources.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way; rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. Policy manuals are located online at ccisd.com and are available for employee review during normal working hours.

Employee Document Receipt [2024-2025] and Acknowledgement of Chapter 37

Name _____ Campus/Department: _____

I hereby acknowledge receipt of a copy of the 2024-2025 Copperas Cove ISD Employee Handbook. I agree to read the handbook and abide by the standards, policies, and procedures defined or referenced in this document.

You may read the handbook directly from the web site or print a copy for yourself. If you are unable to print a hard copy of this handbook, contact Human Resource Services for a copy. Further, I acknowledge I have been informed I can access Education Code Chapter 37 at www.ccisd.com under "For Parents" and "TEA-Chapter 37."

The information in this handbook is subject to change. I understand that changes in district policies may supersede, modify, or render obsolete the information summarized in this document. As the District provides updated policy information, I accept responsibility for reading and abiding by the changes.

I understand that no modifications to contractual relationships or alterations of at-will employment relationships are intended by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the Human Resource Services Office if I have questions or concerns or need further explanation.

Signature

Date

Please sign and date this receipt and forward it to your supervisor.

Teachers, please review the District's policies concerning professional employees and contract procedures on the TASB web site @ pol.tasb.org/PolicyOnline or @ www.ccisd.com under Policy On Line, for the following policies that pertain to you. **You should review both legal and local policies: DAA; DBAA; DBD; DC; DCB; DEA; DEC; DF; DFAC; DFB SERIES; DFD; DFE; DFF; DGBA; DH; DHC; DHE; DI; DIA; DK; DN SERIES; FFH; FFI; FN AND FO SERIES.**

District Information

Description of the District

Copperas Cove is the largest city in Coryell County. It adjoins the western boundary of Fort Hood and is located 68 miles north of the state capital in Austin, 63 miles southwest of Waco, and 160 miles southwest of Dallas. The population of Copperas Cove is approximately 30,000. It has grown significantly since its establishment in 1883. Because of its convenient proximity to Fort Hood, the largest armored post in the free world, many Covites are affiliated with the federal government.

Copperas Cove Public Schools are an integral part of the community. The school system enjoys a solid reputation as one of the finest in Central Texas. Year after year, achievement tests have shown that Cove students benefit from a high-quality education. Cove students regularly exceed state and national averages in achievement testing. A high percentage of Cove graduates go on to college or other forms of post-secondary education.

Copperas Cove schools serve nearly 8,200 students with a staff of over 1,300 teachers, administrators, and support personnel. There is one early childhood center, six kindergarten through fifth grade campuses, two junior high campuses, one high school, and an alternative school.

Copperas Cove schools offer a well-balanced, objective-based curriculum to all students, regardless of special need or condition. The District strives to provide an educational environment that will allow the students to successfully develop intellectually and to acquire the necessary skills to live and work in a rapidly changing world. The program encompasses early childhood education, prekindergarten through twelfth grade, and continuing adult education.

School Directory

Administration Building 408 South Main Street Copperas Cove, TX 76522	547-1227	J.L. Williams/Lovett Ledger Elementary 905 Courtney Lane Copperas Cove, TX 76522	542-3070
Crossroads High School 306 E. Avenue E Copperas Cove, TX 76522	547-9164	Mae Stevens Early Learning Academy 8289 302 Manning Drive Copperas Cove, TX 76522	547-8289
C. R. Clements/Hollie Parsons Elementary 1115 Northern Dancer Copperas Cove, TX 76522	547-2235	Martin Walker Elementary 100 FM 3046 Copperas Cove, TX 76522	547-2283
Central Special Education 408 South Main Street Copperas Cove, TX 76522	547-1227	Hettie Halstead Elementary 910 North Main Street Copperas Cove, TX 76522	547-3440
Copperas Cove High School 400 South 25th Street Copperas Cove, TX 76522	547-2534	House Creek Elementary 351 Lutheran Church Road Copperas Cove, TX 76522	518-3000

Copperas Cove Jr. High
702 Sunny Street
Copperas Cove, TX 76522

547-6959

Fairview/Miss Jewell
Elementary
1002 Veterans
Avenue Copperas Cove,
TX 76522

547-4212

S. C. Lee Jr. High
1205 Courtney Lane
Copperas Cove, TX 76522

542-7877

Mission statement, envisioned student experience statements

Policy AE

The mission of CCISD is to provide exceptional opportunities for each student through exemplary instruction which inspires academic success, personal excellence, and responsible citizenship.

- Every day, each student can expect the very best from each staff member they encounter, learning in an environment that is safe, respectful, welcoming, and encouraging.
- Every day, each student can expect skilled educators who deliver high quality, rigorous, and engaging lessons to address the unique learning needs of each student, providing them with joyful experiences and hope for the future.
- Every day, each student can expect to develop skills that will prepare them for post-secondary opportunities leading them to be successful, contributing members of society.

Board of Trustees

Policies BA, BB series, BD series and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the District's schools. The board is the policy-making body within the District and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal law and regulations.

The board of trustees is elected by the citizens of the District to represent the community's commitment to a strong educational program for the District's children. Board members are elected annually and serve three-year terms. Board members serve without compensation, must be qualified voters, and must reside in the District. (BBB Local)

Current board members include: **Joan Manning** – President; **Inez Faison** - Vice President; **Mike Wilburn** – Secretary; **Heather Copeland** – Member; **John Gallen** – Member; **Jeff Gorres** – Member; and **S. Ann Davis** - Member.

The board usually meets the second Tuesday of each month at 6:30 p.m. in the CCISD Board Room located at 408 South Main Street. If a large attendance is anticipated, the board may meet at the Lea Ledger Auditorium, located on the campus of Copperas Cove High School. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted on the district website and in the foyer of the CCISD Administration Building at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice as required by Texas Government Code §551.045. Notice of emergency meetings will also be posted on the front door of the CCISD Administration Building.

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or to consult with attorneys regarding pending litigation.

School calendar:

The CCISD School Calendar for the 2024-2025 school year is posted online at ccisd.com under the calendar link on the home page. This information may also be accessed on our Employee Resources SharePoint.

Helpful contacts:

From time to time, employees have questions or concerns. If those questions or concerns cannot be answered by supervisors at the campus or department level, the employee is encouraged to contact the appropriate department as listed below.

- | | |
|--|---------------------|
| • Superintendent of Schools | Dr. Joseph Burns |
| • Deputy Superintendent of Operations and Support | Ms. Amanda Crawley |
| • Assistant Superintendent of Operations and Support | Dr. Jimmy Shuck |
| • Chief of Instructional Support | Ms. Katherine Baney |
| • Executive Director of Human Resources | Ms. Tracie Phillips |
| • Director of Special Education | Ms. Cynthia Lavallo |
| • Director of Student Services | Ms. Stacie Golden |
| • Director of Transportation | Mr. Michael Haire |
| • Director of Child Nutrition Services | Ms. Melissa Bryan |
| • Chief Financial Officer | Mr. Clifton Heath |
| • Chief Technology Officer | Mr. Maron Samuel |
| • Director of Communications | Mr. Kurtis Quillen |
| • Director of Behavioral Support Services | Ms. Amy Simpson |
| • Director of Digital Learning and Innovation | Ms. Holly Landez |

Employment

Policies DAA, DIA

Equal employment opportunity:

The Copperas Cove School District does not discriminate against any employee or applicant for employment because of race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both

Employees with questions or concerns relating to discrimination on any of the bases listed above as well as should contact Tracie Phillips, Executive Director of Human Resource Services, at phillipst@ccisd.com or call 254-547-1227. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person at 408 S. Main St., Copperas Cove, TX 76522.

Employees with questions or concerns relating to discrimination on the basis of a disability (ADA/Section 504) should contact Tracie Phillips, Executive Director of Human Resources, at phillipst@ccisd.com or call 254-547-1227. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person at 408 S. Main St., Copperas Cove, TX 76522.

Questions or concerns relating to discrimination for any other reason should be directed to the Superintendent.

Job vacancy announcements:

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis on the District's web site. Additional postings may be made to the electronic bulletin boards of state-wide educational organizations such as: The Texas Association of School Administrators, The Texas Library Association, The Texas Music Educators Association, The Texas High School Coaches Association, etc.

Employment after retirement:

Policy DC

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances or on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment After Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on the TRS Web Site (trs.texas.gov). It is the current administrative procedure of the Copperas Cove ISD not to participate in any type of retire- rehire arrangement. This position is based on the District's current belief that such arrangements are detrimental to the fiscal health of the Texas Teacher Retirement System.

Contract and noncontract employment:

Policies DC series

State law requires the District to employ all full-time professional employees in positions requiring a certificate from State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the District.

Probationary contracts

Nurses and full-time professional employees new to the District and employed in positions requiring SBEC certification must receive probationary contracts during their first year of employment. Former employees who are hired after at least a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The district may issue a probationary contract for up to two years for experienced teachers, counselors, nurses, or librarians or other employees required to be employed under a Chapter 21 contract who are new to the district and who have been employed as a teacher or certified professional in public education for at least five of the eight previous years. For those with less experience, the probationary period will be three school years (i.e. three one-year contracts), with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term contracts

Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract, and employment policies can be accessed online or copies will be provided upon request.

Noncertified professional and administrative employees

Employees in professional and administrative positions that do not require SBEC certification (such as non-instructional administrators) are employed by a one-year contract that is not subject to the provisions for nonrenewal or termination under the Texas Education Code.

Paraprofessional and auxiliary employees

All paraprofessional and auxiliary employees, regardless of certification, are employed at-will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the District.

Certification and Licenses:

Policies DBA, DF

Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation, in a timely manner, that they have passed the required certification exam and/or obtained or renewed their credentials

to Ashley Vasquez-Solis, Certification Specialist. Additionally, employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify Ashley Vasquez-Solis when there is action against, or revocation of their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact Ashley Vasquez-Solis, Certification Specialist, if you have any questions regarding certification or licensure requirements at vasquez-solisa@ccisd.com.

Recertification of Employment Authorization

Policy DC

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact Ashley Vasquez-Solis, Certification Specialist, if you have any questions regarding re-verification of employment authorization.

Searches and alcohol and drug testing:

Policy CQ,DHE

Non-investigatory searches in the workplace, including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the District reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The District may search the employee, the employee's personal items, work areas, including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business. Under its own authority, the District shall apply the DOT testing regulations to any other employee who routinely drives for the District but who is not otherwise subject to the DOT testing regulations. The District shall notify the individuals in those positions that they will be subject to testing under these regulations.

Employees required to have a commercial driver's license:

Any employee who is required to have a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people, counting the driver; drivers of large vehicles; or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements when their duties include driving a commercial motor vehicle. Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted when an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol or drugs returns to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the District's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs. Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact the Director of Support Services, Dr. Jimmy Shuck. Under its own authority, the District shall apply the DOT testing regulations to any other employee who routinely drives for the District but who is not otherwise subject to the DOT testing regulations. The District shall notify the individuals in those positions that they will be subject to testing under these regulations.

Health safety training:

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardio-pulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. **Employees subject to this requirement must submit their certification or documentation by September 1 to Ashley Vasquez-Solis in Human Resource Services.**

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, online training regarding seizure disorder awareness, recognition, and related first aid.

Reassignments and transfers:

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the District process for employee complaints as outlined in this handbook and district policy DGBA(Local).

Employees with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. A teacher requesting a transfer to another campus before the school year begins must submit his or her request in writing prior to the first day of May. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Human Resource Services office and must be approved by the receiving supervisor.

Workload and work schedules:

Policies DEAB, DK, DL

Professional Employees

Professional employees and academic administrators are exempt from overtime pay and are employed on a ten, eleven, or twelve-month basis, according to the work schedules set by the District. The number

of days considered as ten, eleven, or twelve months may vary according to the position and district needs. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules, including start and end dates and scheduled holidays, will be distributed each school year.

Duty hours for teachers, administrators, or other exempt and/or contract personnel will consist of a minimum of eight hours. These hours will be observed daily, Monday through Friday, by all professional personnel unless the superintendent authorizes an early dismissal, delayed opening time, or other necessary change. Work day beginning and ending times will be determined based on the campus instructional schedule, transportation needs, and any other factor considered important by the campus principal. The campus principal will set the teacher reporting and dismissal times for his or her campus.

The principal or designee may assign duties and/or conduct meetings that require the presence of teachers for a reasonable length of time beyond the minimum duty day. Such extensions of duty time may take place before or after regular duty hours.

Classroom teachers will have planning periods for instructional preparation and conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The District may require teachers to supervise students one day a week when no other personnel are available.

Paraprofessional and auxiliary employees

Support employees are employed at-will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated or receive comp time for overtime, but are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. Individuals working beyond their assigned work schedule without authorization may be dismissed. For purposes of clarity, the lunch break does not count towards the required 37.5 or 40 hours of employment. Hourly waged employees are not, by law, required to receive a morning or afternoon break. Any such break periods must be approved by the campus principal or the central director of the program for which the individual is employed. Any break over 20 minutes in length will not count towards the individual's weekly work hours requirement. Duty hours for hourly wage (at-will) employees will be determined by the Superintendent or designee.

Breaks for expression of breast milk:

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

Notification to parents regarding qualifications:

Policies DK, DBA

In schools receiving Title I funds, the District is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional

qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned, or taught for four or more consecutive weeks, by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notification under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call Ashley Vasquez-Solis, Certification Specialist, in Human Resource Services.

Outside employment and tutoring:

Policy DBD

Employees are required to disclose, in writing to their immediate supervisor, any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or which may not be in the best interest of the District. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest. District teachers shall not tutor their own students for pay during the school day; only during the summer months. Only employees who coach, direct, or instruct co-curricular courses in the summer or after-school programs approved by the District may charge students a fee for tutorial services or private lessons. The employee collecting a fee for such services shall notify the Superintendent, in writing, of the tutorial/private lessons arrangement. Employees shall not use District facilities, materials, or property for this purpose. Any exceptions to this must be approved by the Superintendent or designee.

Performance evaluation:

Policies DN series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the District. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and be provided the opportunity to respond to the evaluation. A teacher's performance evaluation will be governed by the appropriate state and district policies and the adopted evaluation calendar. Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee involvement:

Policies BQA, BQB

At both the campus and district levels, Copperas Cove ISD offers opportunities for input in matters that affect employees and influence the instructional effectiveness of the District. As part of the District's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are

available in each campus office or from the Office of Instructional Services.

Staff development:

Policy DMA

Staff development activities are organized to meet the needs of employees and the District. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for non-instructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation, and renewing prior to the expiration date.

Compensation and Benefits

Salaries, wages, and stipends:

Policy DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and pay structure established for each position. The District's pay plans are reviewed by the administration each year and are adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt, are paid monthly salaries, and are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each overtime hour worked beyond 40 in a workweek. (See *Overtime Compensation*, page 18)

All employees will receive written notice of their pay and work schedules prior to the payment of their first check of the new school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the District's extra-duty pay schedule. Employees should contact Katherine Lewis in Human Resource Services for more information.

Paychecks:

All professional and clerical/technical employees are paid monthly on or about the fifteenth of the month. Other employees whose salary is based on the manual trades scale are paid twice a month on or about the fifteenth of the month and the last working day of the month. The District provides for electronic direct deposit of all paychecks. Those individuals who do not opt for direct deposit will be paid by check, and the checks will be mailed by the Payroll Office. An employee's payroll statement contains detailed information including deductions and withholding information. Employees are responsible for regularly reviewing the accuracy of their pay statements.

Pay adjustments:

When an employee runs out of all available paid leave, a payoff will be calculated based on the number of days the employee worked (including all available leave), times the employee's daily rate, less any amounts already paid to the employee. When the employee returns to active work, a new pay sheet will be calculated to reflect the employee's salary for the remainder of the year.

Adjustments may be made to an employee's check if, due to a payoff, an employee has used more leave days than actually earned during a school year (the employee worked less than 180 days). Adjustments for leave are normally made on the July paycheck. The following table describes how leave days are actually earned based on the number of days an individual is employed and is used to determine adjustments.

Number of days Employed	State Leave Earned	Local Leave Earned	Total Leave Earned
0-17	0	0	0
18-35	0.5	0.5	1
36-53	1	1	2
54-71	1.5	1.5	3
72-89	2	2	4
90-107	2.5	2.5	5
108-125	3	3	6
126-143	3.5	3.5	7
144-161	4	4	8
162-179	4.5	4.5	9
180 or more	5	5	10

Payroll deductions:

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas
- Federal income tax
- Medicare tax (applicable only to employees hired in this district after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Temporary and part-time employees who are not eligible for TRS membership must have their deferred compensation contributions deducted. Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and savings and loan payments through local credit unions and or banks. Employees may also request payroll deduction for payment of membership dues to professional organizations and charitable contributions to the United Way® or the Copperas Cove Education Foundation. Salary deductions are automatically made for unauthorized or unpaid leave.

Overpayments

Employees are not entitled to any funds the district overpays. An overpayment occurs if an employee is paid more than the amount the employee should have been paid under the assigned pay grade and applicable supplemental pay.

If an overpayment is reported in the current fiscal year, a payment plan will be developed to recoup the payment. Generally, an overpayment will be paid in one cycle. However, if this creates an undue hardship for the employee, the district has the discretion to develop a plan for regular payroll deductions in the same fiscal year. An agreement between an employee and the district must be in place in order to deduct any overpayment.

Overtime compensation:

Policies DEAB, DEC

The District compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action.

Overtime is legally defined as all hours worked in excess of 40 hours weekly and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins at 12:01 a.m. Saturday and ends at midnight Friday. Employees may be compensated for overtime (i.e. hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate no more than 60 hours of compensatory time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation)
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.
- Employees are required to record their time on the District time clock; failure to do so or repeated errors may result in disciplinary action, including termination of employment.
- Employees are prohibited from using the District time clock for other than recording their own time. Clocking co-workers in or out may result in immediate termination of employment.

Travel expense reimbursement:

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor and/or the appropriate assistant superintendent must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the State of Texas and/or the Internal Revenue Service. Employees must submit receipts to be reimbursed for allowable expenses other than mileage and meals.

Health, dental, and life insurance:

Policy CRD

Group health insurance coverage is available to employees who participate in the Teacher Retirement System of Texas or who are employed for 10 or more regularly scheduled hours per week. The District's contribution to employee insurance premiums is determined annually by the board of trustees. The District's contribution for the 2024-2025 school year has been set at \$446 per month for each participating employee. TRS retirees who are enrolled or have waived participation in TRS-Care (retiree health insurance program) are not eligible to participate in TRS-Active Care. Detailed descriptions of insurance coverage, premiums, and eligibility requirements are provided to all eligible employees through Human Resource Services and online at www.ccisd.com under Departments and Employee Benefits. The insurance plan year is from September 1 through August 31. New employees must complete enrollment forms within the first 30 days of employment. Current employees can make changes in their insurance coverage during the annual enrollment period or when they experience a qualifying event (e.g., marriage,

divorce, birth). Employees should contact Margarita Ramirez, Benefits Specialist, in Human Resource Services for more information.

Supplemental insurance benefits:

Policy CRD

At their own expense, employees can enroll in supplemental insurance programs for life, cancer, critical illness, accident, and disability (income replacement). Premiums for these programs can be paid by payroll deduction. Employees should contact Margarita Ramirez, Benefits Specialist, in Human Resource Services for more information.

Cafeteria plan benefits (Section 125):

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pre-tax basis (e.g., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). Employees may also enroll in a Flexible Spending Account (FSA). A third-party administrator handles employee claims made on these accounts. New employees must accept or reject these benefits during their first month of employment. Employees wishing to participate in a FSA must re-enroll in this benefit on an annual basis and during the specified time period.

Workers' compensation insurance:

Policy CRE

The District, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The District has workers' compensation coverage from the Texas Association of School Boards. Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case. All work-related accidents or injuries should be reported immediately to the employee's supervisor or principal. Employees who need prescription medication due to on-the-job injuries must contact their supervisor or Margarita Ramirez, Benefits Specialist, in Human Resource Services to obtain a workers' compensation prescription benefit card. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. See *Workers' compensation benefits*, page 28 for information on use of paid leave for such absences.

Unemployment compensation insurance:

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact Tracie Phillips in Human Resource Services.

Teacher retirement:

Policy DEG

All personnel employed on a regular basis for at least one-half of the normal work schedule [20 hours] for

at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are also eligible to purchase a year of creditable service in TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits. Employees who plan to retire under TRS should notify Human Resource Services as soon as possible. Information on the application procedures for TRS benefits are available in Human Resource Services. Additional inquiries should be addressed to: Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223- 8778 or 512-542-6400. TRS information is also available on the Web (www.trs.state.tx.us).

Other Benefit Programs

Employee Assistance Program:

All employees have access to the Employee Assistance Program. This is a counseling service provided to the employee and the employee's dependents at no cost to the employee. The service is available 24 hours a day, 7 days a week. All counselors are master's degree level and/or certified or licensed, and with knowledge of chemical dependency issues. Copperas Cove ISD employees and family members can access the service by calling 1-800-343-3822.

403(b) and 457 Plans:

All employees of Copperas Cove ISD are eligible to participate in a 403(b) and/or 457 plan. These plans allow a participant to make tax deferred contributions to a retirement plan. For more information, contact Margarita Ramirez, Benefits Specialist, in Human Resource Services, or US Employee Benefits Services Group, the district's benefits administrator, at 888-836-510.

Leaves and Absences

Leaves:

Policy DEC, DECA, DECB

The District offers employees paid and unpaid programs for absences in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence.

Paid leave must be used in ½ day increments. Earned comp time must be used before any available paid state and local leave or non-duty days. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Local leave accumulated before the 2006–07 school year.
- Local leave earned after the 2005–06 school year.
- State sick leave accumulated before the 1995–96 school year.
- State personal leave.

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate leave request form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

- Spouse
- Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands in loco parentis.

- Parent, stepparent, parent-in-law, or other individual who stands in loco parentis to the employee.
- Sibling, stepsibling, and sibling-in-law
- Grandparent and grandchild
- Any person residing in the employee's household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA (LEGAL).

Employees are limited to not more than five consecutive work days of personal leave for discretionary purposes unless an exception is made (see Discretionary Leave below). Discretionary purposes are described under the Personal Leave section of this handbook. Questions about leave should be directed to Benefits and Leave Specialist in Human Resource Services. Employees who expect to be absent for an extended period of more than five days should call Maggie Ramirez for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the District. There may be no guarantee of continued employment when an employee is out on unpaid leave.

Medical certification:

Any employee who is absent more than five consecutive work days because of a personal or family illness must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and, in the case of personal illness, the employee's fitness to return to work. However, if an employee has a pattern of excessive absences, the supervisor, at his or her discretion, can require an employee to provide a doctor's note upon return to work, regardless of the number of days missed.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees who are eligible to take an unpaid leave of absence may continue their insurance benefits at their own expense. Health care benefits for employees on leave authorized under the Family and Medical Leave Act will be paid by the District as they were prior to the leave. Otherwise, the District does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FML. If an employee's unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Personal leave:

State law entitles all employees to five days of paid personal leave per year and is available for use at the beginning of the year. A day of earned personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. There is no limit on the accumulation of state personal leave, and it can be transferred to other Texas school districts and is generally transferable to education service centers. Personal leave may be used for two general purposes: **nondiscretionary and discretionary**.

Nondiscretionary leave

Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little or no advance planning and will be granted to employees in the same manner as state sick leave.

Discretionary leave

Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request **five** days in advance of the anticipated absence to his or her principal or supervisor. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor.

Discretionary will be subject to the following limitations:

1. Discretionary leave may not last more than 5 consecutive workdays unless an exception is made for extended leave. Requests for extended leave should be made at least 30 calendar days in advance. Approval for extended leave will be granted only if the following criteria have been met:
 - Extended leave does not exceed two weeks or 10 business days;
 - Employee has enough paid leave accrued to cover the entire length of the extended leave; and
 - Employee has not requested extended leave during the previous two schoolyears.
2. Discretionary leave may not be taken on the following key days:
 - The days scheduled for state or federally mandated testing; or
 - The days designated for staff development within the District.

The prohibitions on the use of discretionary personal leave apply to all staff. Applicable employees absent on any of the prohibited days, for any reason considered as discretionary, will be penalized a day's pay.

Leave Proration

If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state and local personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state and/or local leave the employee used beyond his or her pro rate entitlement for the school year.

State sick leave:

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas. State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee’s immediate family
- Family emergency (e.g., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local leave:

All employees shall earn a maximum of five equivalent workdays of local personal leave per school year, at a rate of one-half workday for each 18 workdays. One-half of the leave expected to be earned in the current year shall be available for use at the beginning of the work year and the other half will be available at the start of the second semester.

As of the 2006-07 school year, local personal leave shall accumulate without limit and shall be taken with no loss of pay.

Local leave exit bonus:

Employees may earn exit bonuses by accumulating local leave days and years of service with CCISD according to the following schedule:

Years in CCISD	Accumulated Local Leave	Reimbursement Upon Exit
0 - 4 years	Maximum of 15 days	\$30 per day
5 – 10 years	Maximum of 30 days	\$35 per day
11 – 15 years	Maximum of 45 days	\$40 per day
16 – 20 years	Maximum of 60 days	\$45 per day
21 years and above	Maximum of 60 days	\$50 per day

Only days earned after September 1, 2006 will be used in Accumulated Leave. Local leave accumulated prior to September 1, 2006 will be paid back at the rate of \$20 per day. Local days earned prior to September 1, 2006 will be charged first.

An employee who separates from employment with the District shall be eligible for an exit bonus under the following conditions:

1. The employee’s separation from employment is voluntary, i.e. the employee is retiring or resigning and is not being discharged or nonrenewed.
2. The employee must provide written notice at least two weeks before the last day of employment.

Temporary disability leave

Certified Employees: Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days. If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work. When an employee is ready to return to work, Maggie Ramirez in Human Resource Services should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

Family and Medical Leave (FML) – general provisions:

The following text is from the federal notice, *Employee Rights and Responsibilities Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

Leave Entitlements

Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within 1 year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered service-member's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the service-member with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

Benefits and Protections

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

Eligibility Requirements

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special hours of service eligibility requirements apply to airline flight crew employees.

Requesting Leave

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection.

Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

Employer Responsibilities

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility. Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

Enforcement

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may

bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

For additional information:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

www.wagehour.dol.gov

Local Procedures for Implementing Family and Medical Leave provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period beginning on the first duty day of the school year.

Use of paid leave

FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined leave for spouses

Spouses who are both employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent leave

When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule.

Fitness for duty

An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job function. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

Reinstatement

An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment.

In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain

the employees group health insurance and reinstate the employee at the end of the leave according the procedures outlined in policy (see DECA(LEGAL)).

Failure to return

If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

District contact

Employees that require FML or have questions should contact Leave and Benefit Specialist, Maggie Ramirez, in Human Resource Services for details on eligibility, requirements, and limitations.

Workers' compensation benefits:

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days. An employee receiving workers' compensation wage benefits for a job-related injury may choose to use available, partial-day increments of sick leave or any other paid leave benefits to make up the difference between wage benefits and pre-injury or -illness wages. Any paid leave used shall be offset against workers' compensation wage benefits. If an employee chooses to use only enough leave to equal the employee's regular salary, the proportionate amount of leave will be charged.

Assault leave:

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to a supervisor. An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person non-responsible for purposes of criminal liability. An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the District will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation, the District may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement leave:

Use of state leave and/or local personal leave for death in the immediate family shall not exceed five workdays per occurrence, subject to the approval of the District.

Jury duty:

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received. Employees must return to work when released by the court, and must provide documentation of the service, such as clerk certification for the appearance (a jury summons will not be accepted as proof of actual jury service) to the Benefit and Leave Specialist in Human Resource Services.

Compliance with a subpoena:

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use paid leave. Employees must present documentation of the service, such as clerk certification for the appearance (a jury summons will not be accepted). Employees must return to work when released by the court.

Truancy court appearances:

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious observance:

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military leave:

Paid leave for military service

Any employee who is a member of the Texas National Guard, Texas State Guard, or reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty ordered by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after military leave

Employees who leave the District to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the District will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact Tracie Phillips, Executive Director of Human Resources/Payroll. In most cases, the length of federal military service cannot exceed five years.

Employees who perform service in the uniformed services may elect to continue their health plan

coverage at their own cost for a period not to exceed 24 months. Employees should contact Tracie Phillips for details on eligibility, requirements, and limitations.

Non-duty leave:

Non-duty leave consists of those days after an individual has completed a 226-day employment obligation but prior to the beginning of the next year's obligation, usually July 1. In order to meet the District's obligations during the peak demand times of the summer months, some employees may be asked to take these non-duty days off during the school year. Employees shall use accrued non-duty days before any other available days or vacation. Employees may accrue up to 15 non-duty days. The acquisition, use, and accrual of non-duty time is governed by CCISD Board of Trustee's Policy DED(Local). Questions concerning this topic should be referred to this policy.

Vacation days:

Each nonexempt full-time maintenance and custodial employee who works 260 days per year shall earn five paid vacation days after one year of continuous employment with the District. After five years of continuous employment with the District, an eligible employee shall earn ten paid vacation days. An employee shall seek prior approval from his or her supervisor prior to using vacation days.

Beginning with the 2020-21 duty year, paid vacation days shall be noncumulative, and an employee shall forfeit any vacation days not used by December 31 of the duty year following the duty year for which they are granted. However, any vacation days an employee accumulated before July 1, 2020 shall remain available until used.

Automated employee absence system:

All absences are to be entered by the employee into Red Rover, the District's automated employee absence system. Absences should be entered in AESOP as soon as an employee is aware he or she will be absent from work. Entries in Red Rover for professional leave must contain a detailed note of the location and purpose of the leave. Leave entries should be based on the absence, not the requirement for a substitute. For example, if the employee is going to be absent all day but only requires a substitute for a half-day, the employee should enter the absence for a half-day "no substitute required" and for a half-day "substitute required". Failure to enter absences in the system is grounds for disciplinary action.

Employees should be aware leave balances in the payroll system may not be the same as the balances shown in Red Rover, due to timing issues. Any discrepancies discovered will be corrected and adjustments made, to include docking employees for leave taken but not earned (see Pay Adjustment page 17).

Employee Relations and Communications

Employee recognition and appreciation:

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the District. Employees are recognized at board meetings, in the District newsletter, and through special events and activities.

District communications:

Throughout the school year, the Communications Office publishes newsletters, brochures, flyers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements.

Complaints and grievances:

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the Board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time. The formal grievance process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative grievance procedures are exhausted, employees can bring grievances to the board of trustees. For ease of reference, the District's policy concerning the process of bringing complaints and grievances is reprinted as follows:

GUIDING PRINCIPLES

INFORMAL PROCESS DGBA (LOCAL)

The Board encourages employees to discuss their concerns and complaints through informal conferences with their supervisor, principal, or other appropriate administrator. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

COMMUNICATION WITH BOARD MEMBERS

Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.

FORMAL PROCESS

If an informal conference regarding a complaint fails to reach the outcome requested by the employee, he or she may initiate the formal process described below by timely filing a written complaint form. Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

NOTICE TO EMPLOYEES

The District shall inform employees of this policy.

FREEDOM FROM RETALIATION

Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.

WHISTLEBLOWER COMPLAINTS

Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Time lines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]

COMPLAINTS AGAINST SUPERVISORS

Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaints alleging a violation of law by the Superintendent may be made directly to the Board or designee.

COMPLAINTS

In this policy, the terms “complaint” and “grievance” shall have the same meaning. This policy shall apply to all employee complaints, except as provided below.

EXCEPTIONS

This policy shall not apply to:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability). [See DIA]
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violations of Title VII. [See DIA]
3. Complaints concerning retaliation relating to discrimination and harassment. [See DIA]
4. Complaints concerning instructional materials. [See EFA]
5. Complaints concerning a commissioned peace officer who is an employee of the District. [See CKE]
6. Complaints arising from the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code. [See DFBB]
7. Complaints arising from the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term. [See DFAA, DFBA, or DFCA, respectively]

GENERAL PROVISIONS FILING

Complaint forms and appeal notices may be filed by hand-delivery, fax, or U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Fax filings shall be timely filed if they are received on or before the deadline, as indicated by the date/time shown on the fax copy. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

RESPONSE

At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

DAYS

“Days” shall mean District business days, unless otherwise noted. In calculating time lines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”

REPRESENTATIVE

“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.

The employee may designate a representative through written notice to the District at any level of this process. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.

CONSOLIDATING COMPLAINTS

Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not bring separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

When two or more complaints are sufficiently similar in nature and remedy is sought to permit their resolution through one proceeding, the District may consolidate the complaints.

UNTIMELY FILINGS

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

COSTS INCURRED

Each party shall pay its own costs incurred in the course of the complaint.

COMPLAINT FORM

Complaints under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint form that is incomplete in any material aspect may be dismissed, but may be re-filed with all the required information if the re-filing is within the designated time for filing a complaint.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor. If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and the time of day the complaint form was received. The receiving administrator must immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

The administrator shall provide the employee a written response within ten days following the conference. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall hold a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues presented by the employee at Level One and identified in the Level Two appeal notice. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two complaint. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The written response issued at Level Two and any attachments.
3. All other documents relied upon by the administration in reaching the Level Two decision.

If at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an

opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Employee Conduct and Welfare

Standards of conduct:

Policy DH

All employees are expected to work together in a cooperative spirit to serve the best interests of the District and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights and property of students, parents, other employees, and members of the community and maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district procedures and policies.
- Express concerns, complaints, or criticism through the appropriate channels.
- Observe all safety rules and regulations and immediately report injuries or unsafe conditions to a supervisor.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policy, and ethical standards for professional educators. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, including termination. Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day the superintendent knew of the incident. See *Reports to the Texas Education Agency*, page 73 for additional information. The Texas Educators' Code of Ethics adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Purpose and Scope

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1(b))

Enforceable Standards

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1 The educator shall not intentionally, knowingly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not knowingly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally or knowingly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or who provides information for a disciplinary investigation or proceeding under this chapter.

Standard 2.8 The educator shall not intentionally or knowingly subject a colleague to sexual harassment.

3. Ethical Conduct toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- the nature, purpose, timing, and amount of the communication;
- the subject matter of the communication;
- whether the communication was made openly or the educator attempted to conceal the communication;
- whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- whether the communication was sexually explicit; and

- whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Discrimination, harassment, and retaliation:

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their employment, employees shall not engage in prohibited harassment of other persons, including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the Superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The District's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation is reprinted below:

**DIA
(LOCAL)**

Note: This policy addresses discrimination, harassment, and retaliation against District employees. For Title IX and other provisions regarding discrimination, harassment, and retaliation against students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Statement of Non-Discrimination

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee's employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Prohibited Conduct

In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee's race, color, religion, sex, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee's work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee's performances, environment, or employment opportunities.

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other stereotypes; or other types of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment – Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communication, including electronic communication.

Reporting Procedures

An employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal. Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504

coordinator, and the Superintendent.

Title IX/ADA Coordinator (Employees)

The District designates and authorizes the following person as the Title IX coordinator to be responsible for coordinating the District's efforts to comply with Title IX of the Education Amendments of 1972, as amended, for employees:

Name: Tracie Phillips
Position: Executive Director of Human Resources
Address: 408 South Main Street, Copperas Cove, TX 76522
Email: Title IX Coordinator (phillipst@ccisd.com)
Telephone: (254) 547-1227

Section 504 Coordinator (Employees)

The District designates and authorizes the following person as the ADA/Section 504 coordinator to be responsible for coordinating the District's efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for employees:

Name: Tracie Phillips
Position: Executive Director of Human Resources
Address: 408 S. Main Street, Copperas Cove, TX 76522
Email: ADA/Section 504 coordinator (phillipst@ccisd.com)
Telephone: (254) 547-1227

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

Alternate Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed it. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX Coordinator.

Investigation of Reports Other Than Title IX

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH9LEGAL] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment – Title IX.

The District may request, but shall not require, a written report. If report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the campus principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Response to Sexual Harassment – Title IX

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;

9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standards of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.

An employee who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding harassment or discrimination is subject to appropriate discipline.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

Copies of reports alleging prohibited conduct, investigation reports, and related records shall be maintained by the District for a period of at least three years. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District’s Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District’s website, to the extent practicable, and readily available at each campus and the District’s administrative offices.

Harassment of students:

Policies: DF, DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited, as well as solicitation of romantic or inappropriate social relationships between students and district employees. “Solicitation of a romantic relationship” means deliberate or repeated acts that can be reasonably interpreted as soliciting a relationship characterized by an ardent emotional attachment or pattern of exclusivity. Acts that constitute the solicitation of a romantic relationship include:

1. Behavior, gestures, expressions, communications, or a pattern of communication with a student that is unrelated to the educator’s job duties and that may reasonably be interpreted as encouraging the student to form an ardent or exclusive emotional attachment to the educator, including statements of love, affection, or attraction. When evaluating whether communications constitute the solicitation or a romantic relationship, the following may be considered:

- a. The nature of the communications;
 - b. The timing of the communications;
 - c. The extent of the communications;
 - d. Whether the communications were made openly or secretly;
 - e. The extent to which the educator attempted to conceal the communications;
 - f. If the educator claims to be counseling a student, TEA staff may consider whether the educator's job duties included counseling, whether the educator reported the subject of the counseling to the student's guardians or to the appropriate school personnel, or in the case of alleged abuse or neglect, whether the educator reported the abuse or neglect to the appropriate law enforcement agencies; and
 - g. Any other communications tending to show that the educator solicited a romantic relationship with a student.
2. Making inappropriate comments about a student's body.
 3. Making sexually demeaning comments to a student.
 4. Making comments about a student's potential sexual performance.
 5. Requesting details of a student's sexual history.
 6. Requesting a date.
 7. Engaging in conversations regarding the sexual problems, preferences, or fantasies of either party.
 8. Inappropriate hugging, kissing, or excessive touching.
 9. Suggestions that a romantic relationship is desired after the student graduates, including post-graduation plans for dating or marriage.
 10. Any other acts tending to show that the educator solicited a romantic relationship with a student, including providing the student with drugs or alcohol.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult or abuse of a student will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting suspected child abuse*, page 58 and *Bullying*,

page 79, for additional information. The District’s policy that includes definitions and procedures for reporting and investigating harassment of students is reprinted below:

**FFH
(LOCAL)**

Note: This policy addresses discrimination, harassment, and retaliation against District students. For provisions regarding discrimination, harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

Statement of Non-Discrimination

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, or on any other basis prohibited by law, that adversely affects the student.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

Prohibited Harassment

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, or need for accommodation; threatening or intimidating or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment, physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment by an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

Sexual Harassment by Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact. Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

13. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
14. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
15. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

Dating violence occurs when one partner in a dating relationship, either past or current, uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offence.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

- Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
- Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
- Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

Reporting Procedures

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher,

counselor, principal, or other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX coordinator, the Section 504 coordinator, and the Superintendent.

Title IX/ADA Coordinator (Students)

Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the Title IX coordinator for students:

Name: Stacie Golden
Position: Director of Student Services
Address: 408 South Main Street, Copperas Cove, TX 76522
Telephone: (254) 547-1227

Section 504 Coordinator (Students)

Reports from students of discrimination based on disability may be directed to the Section 504 coordinator. The District designates the following person to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973:

Name:
Position:
Address: 408 South Main Street, Copperas Cove, TX 76522
Telephone: (254) 547-1227

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other antidiscrimination laws.

Alternative Reporting Procedures

An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or Section 504 coordinator, may be directed to the Superintendent. A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

The District may request, but shall not insist upon, a written report. If a report is made orally, the District official shall reduce the report to written form.

Investigation of Reports Other Than Title IX

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District official shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

Criminal Investigation

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

Concluding the Investigation

Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

Corrective Action

Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Sexual Harassment – Title IX

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

DF (LEGAL)

<https://pol.tasb.org/PolicyOnline/PolicyDetails?key=348&code=DF#legalTabContent>

Employee Standards of Conduct:

DH(LOCAL)

All District employees shall perform their duties in accordance with state and federal law, District policy, and ethical standards for professional educators. [See DH(EXHIBIT)] All District personnel shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District. Employees wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct:

Employees shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to their status as District employees. Violation of any policies, regulations, or guidelines may result in disciplinary action, including termination of employment. [See DCD and DF series]

Progressive Discipline

CCISD follows a progressive discipline process for employee discipline.

Levels of Discipline Level I

Level I violations are minor in nature and cause little disruption in the workplace. The progression of discipline in Level I is as follows:

- Verbal Warning #1
- Written Warning #1
- Written Warning #2
- Contact HRS with recommendation for disciplinary action

Level II

Level II violations are serious in nature and cause some disruption in the workplace. The written warning violations are typically the same as the verbal warning violations except they are repeated violations. The progression of discipline in Level II is as follows:

- Written Warning #1
- Written Warning #2
- Contact HRS with recommendation for disciplinary action

Level III

Level III violations are very serious in nature and cause substantial disruption in the workplace. The progression of discipline in Level III is as follows:

- Termination or Suspension
- Termination

Summary of Discipline Levels

	Level I	Level II	Level III
First Violation	Verbal Warning	Written Warning #1	Recommendation for disciplinary action through HRS
Second Violation	Written Warning #1	Written Warning #2	Recommendation for termination through HRS
Third Violation	Written Warning #2	Recommendation for disciplinary action through HRS	
Fourth Violation	Recommendation for disciplinary action through HRS		

Verbal and Written Warning Violations

Verbal warnings are given when a Level I violation has occurred. The written warning violations are the same as the verbal warning violations except when they are repeated violations. Listed below is a partial list of violations that warrant either a verbal or written warning.

- Failure to call in or enter an absence in AESOP
- Chronic tardiness
- Unexcused absences from scheduled staff meetings
- Making preparations to quit work before the appointed time
- Leaving the assigned work area without following the proper procedures
- Prolonged or excessive breaks
- Interfering with work of others
- Malicious mischief, horseplay, wrestling or other misconduct
- Unnecessary shouting or disruption
- Neglect of work, avoiding work or working too slowly
- Careless use of District property
- Unsatisfactory work or failure to maintain required standard of performance
- Use or possession of another employee's equipment without permission
- Poor housekeeping in work area

- Contributing to or creating an unsafe work area
- Failure to follow safety rules or procedures
- Use of profane or abusive language
- Failure to comply with directives
- Failure to work cooperatively with other employees
- Speeding or other minor violation while operating a motor vehicle on District business
- Unauthorized use of telephones, including cell phones and radios
- Failure to wear passenger restraint while traveling in a motor vehicle on District business
- Dressing inappropriately for work assignment
- Use of tobacco products while on District property

A CCISD Employee Counseling Statement/Corrective Action form must be completed for verbal and written warnings. Copies of verbal warnings are maintained on the campus or in the department. Copies of written warnings must be forwarded to HRS to be placed in the employee's file.

Suspension Violations

Below is a partial list of violations that may result in suspension:

- Disobeying orders of a supervisor
- Disorderly conduct
- Discourteous treatment toward the public
- Reporting for work or working while unfit for duty which includes mental or physical condition and physical appearance
- ☐ Creating a hostile workplace
- Sleeping during work hours
- Willful disregard of District rules, regulations, policies, or procedures
- Failure to report equipment that is malfunctioning, damaged, or defective
- Negligence resulting in damage to a District vehicle or a person while on District business
- Severe safety violation
- Use of profane or abusive language with other employees or students present
- Malicious mischief, horseplay, wrestling or other misconduct
- Repeated absences that disrupt service to other employees
- Refusal to work at assigned location

Decisions to suspend or terminate employees are made by HRS. Employees can be suspended if they did not correct a performance issue after written warnings were given or if the issue falls under a Level II or higher violation.

If HRS decides suspension is an appropriate measure to take, the duration of the suspension can be either with or without pay (determined by HRS). During this time frame, the employee shall reflect on the reasons for the suspension and decide whether or not they are willing to return to work and correct the behavior or performance issue.

Termination Violations

Below is a partial list of violations that may result in termination:

- Sexual harassment
- Failure to maintain required licenses or registration
- Insubordination by refusing to perform assigned work or comply with written or verbal instructions of supervisor
- Willful neglect of duties
- Failure to report to work or notify supervisor of absences for three consecutive days
- Clocking in/out for another employee in the time clock system
- Gambling during work hours

- Possessing, selling or being under the influence of controlled substances
- Being under the influence of alcohol during work hours
- Carrying or possessing firearms, explosives or weapons on District property
- Stealing, destroying, damaging or concealing property of the district or another employee
- Physical altercation with another employee (fighting)
- Giving a false statement during an investigation
- Use of abusive or threatening language toward a supervisor
- Job abandonment

Termination may be the result of the employee failing to correct the problem after going through all the steps of discipline or the employee committing a violation that required immediate termination.

The procedures described above are subject to change with the approval of the Director for Human Resource Services.

Safety Requirements:

All employees shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse:

Employees shall not engage in prohibited harassment, including sexual harassment, of

1. Other employees, as defined at DIA
2. Students, as defined at FFH. [See FFG regarding child abuse and neglect]

While acting in the course of their employment, employees shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

Relationships with Students:

Employees shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

Tobacco/Nicotine:

Smoking and/or the use of tobacco and nicotine products, including nicotine pouches, regardless of whether the product contains tobacco, by District staff shall be prohibited in all enclosed school facilities; open air property including parking lots, outdoor athletic fields, outdoor seating areas, practice fields, or other property used for school-sponsored activities; and all school vehicles, including buses. [See also GKA] Violation of these provisions by employees shall result in a reprimand or a possible suspension.

Alcohol and Drugs:

A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

Employees shall not unlawfully manufacture, distribute, dispense, possess, use, or be under the influence

of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours: any controlled substance or dangerous drug as defined by law, including but not limited to marijuana; any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate; alcohol or any alcoholic beverage; any abusable glue, aerosol paint, or any other chemical substance for inhalation; and any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs. An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exception

An employee who uses a drug authorized by a licensed physician through a prescription specifically for that employee's use shall not be considered to have violated this policy.

Dress and Grooming:

DH (Regulation)

Employees shall act as role models by exemplifying the highest standard of professional appearance for the educational purposes of teaching community values and proper grooming and hygiene.

The dress and grooming of District employees shall be clean, neat, in a manner appropriate for their assignments, and in accordance with the following standards:

1. Dresses and all outer garments shall fit properly and be of an acceptable length, which is defined as no shorter than three inches above the knee. In addition, no undergarments should show during the course of completing normal job duties, to include bending, squatting, reaching, and the like.
2. Halters, tank tops, see-through garments, or clothing with revealing/provocative necklines, bare backs, bare midriff, or spaghetti straps shall not be permitted. In addition, clothing with symbols, phrases, or slogans advertising tobacco, alcohol products, or any controlled substances or with messages that directly or indirectly support negative actions or behaviors are not acceptable. Further, clothing items with lewd, vulgar, offensive or obscene items are prohibited.
3. No hats, caps or other head coverings shall be worn inside the building.
4. Hair shall be clean, neatly trimmed and well-groomed. No unnatural haircolor.
5. Beards and mustaches will be allowed if they are neatly trimmed.
6. Tattoos more than one-inch in diameter or deemed inappropriate by the campus principal must be covered during the work day.
7. Footwear shall exclude flip flops, crocs, and slippers.
8. Shorts, leggings, warm-ups, spandex or similar tight pants, exercise clothes, or cropped pants shorter than five inches above the ankle bone, or any garment that may appear to be an undergarment are unacceptable.
9. Jeans or denim pants, and denim slacks are not permitted, unless approved by the Superintendent or designee.
10. Male instructional staff shall be expected to wear slacks and collared shirts or other appropriate professional attire. Ties are encouraged and may be required by the principal. Acceptable alternatives for shirt and tie are shirt and pullover sweater or turtleneck sweater and sport coat.
11. Jewelry shall not be worn in a visible pierced area other than the ear.
12. Frayed, worn, ripped, or tattered clothing is not acceptable.
13. All district employees shall wear and display name badges.
14. Attire for teacher workdays (non-instructional days) may be designated by the supervisor.
15. Teachers attending professional development, whether or not on district property, will follow the

district dress code standards.

16. The administration has the authority to determine any inappropriate dress of faculty and staff.

The following exceptions apply to these guidelines:

1. Physical education staff may choose to wear appropriate attire, approved by the administration, during the physical education instruction period.
2. Instructors in Career and Technology (CTE) courses may wear clothing and footwear appropriate for the activity during the instructional period. Safety is the primary goal in determining professional dress for these employees.
3. Auxiliary employees in maintenance, custodial, transportation, food service, and positions requiring uniforms are exempted from the general guidelines, but shall comply with dress and grooming guidelines specified by supervisors.
4. Exceptions to these general guidelines are to be made as necessary to allow staff to observe religious customs or beliefs and as necessary to accommodate medical needs.

Use of District and personal vehicles:

No employee shall allow a student to drive a District-owned or -leased vehicle. No employee, while conducting school-related duties, shall allow a student to drive the employee's personal vehicle for any reason. Employees who are required to routinely drive a vehicle as a result of their employment with CCISD must meet the requirements for employee drivers.

(LOCAL)

Reporting suspected child abuse:

Policies DG, GRA

All employees with reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect, as defined by Texas Family Code §26.001, are required by state law to make a report to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering the facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS.

Employees are also required to make a report if they have reasonable cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at

<https://www.txabusehotline.org/Login/Default.aspx>

or to (254) 547-8222, or to the Texas Abuse Hotline (800- 252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the

district is prohibited from taking an adverse employment action against a certified or licensed professional who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to report suspected child abuse may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

The district has established a plan for addressing child sexual abuse, which may be accessed at www.ccisd.com. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as a sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Anyone who has reasonable cause to believe that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in Reporting Suspected Child Abuse.

Additional information can be found in FFG(Exhibit), printed in its entirety below.

STUDENT WELFARE
CHILD ABUSE AND NEGLECT

FFG
(EXHIBIT)

Notice of Employee Responsibilities for Reporting Child Abuse and Neglect

What are the District's policies addressing child abuse or neglect and my responsibilities for reporting suspected child abuse or neglect?

The applicable District policies—FFG(LEGAL), GRA(LEGAL) and (LOCAL), and DH(LOCAL) and (EXHIBIT)—are enclosed in this packet. This distribution is required by state law. At regular intervals, these policies will be addressed in staff development as well. If you have any questions about these policies, please contact Chastie Hooper at (254) 547-1227.

What are my legal responsibilities for reporting if I suspect that a child has been or may be abused or neglected?

Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility,

under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services(CPS).

Any District employee, agent, or contractor has an additional legal obligation to submit the oral or written report within 48 hours of learning of the facts giving rise to the suspicion.

Are there any restrictions on reporting?

Under state law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

- Presents a substantial risk of death, disfigurement, or bodily injury to the child;or
- Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

To whom do I make a report?

Reports may be made to any of the following:

- A law enforcement agency: The Copperas Cove Police Department, at (254)547-8222;
- The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (1-800-252-5400) or on the Web at www.txabusehotline.org; or
- If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to CPS, unless the report is to the state agency that operates, licenses, certifies or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Probation Commission as a report of suspected abuse or neglect in a juvenile justice program or facility.

Reporting your suspicion to a school counselor, a principal, or to another school staff member does NOT fulfill your responsibilities under the law. Furthermore, the District cannot require you to report your suspicion first to a school administrator.

Will my report be kept confidential?

State law requires that the identity of a person making a report of suspected child abuse or neglect be kept confidential.

Will I be liable in any way for making a report?

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

What will happen if I don't report suspected child abuse or neglect?

By failing to report a suspicion of child abuse or neglect:

- You may be placing a child at risk of continued abuse or neglect;
- You are violating the law and may be subject to legal penalties, including criminal sanctions;
- You are violating Board policy and may be subject to disciplinary action, including possible termination of your employment; and
- Your certification from the State Board for Educator Certification may be suspended, revoked,

or canceled.

What are my responsibilities regarding investigations of abuse or neglect?

State law specifically prohibits school officials from:

- Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect; or
- Requiring that a parent or school employee be present during the interview.

School personnel must cooperate fully and may not interfere with an investigation of reported child abuse or neglect.

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district's scope and sequence. The district may take appropriate action if a teacher does not follow the district's scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ

Availability of access:

The district's technology resources, including its networks, computer systems, email accounts, devices connected to its network, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost on the District;
- Does not unduly burden the District's technology resources; and
- Has no adverse effect on an employee's job performance or on a student's academic performance.

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use. Emails are subject to the Public Information Act and will be provided upon a receipt of a written request under this act. Employees are required to abide by the provisions of the District's acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action. Employees with questions about computer use and data management can contact CCISD Technology at 254-547-4515. The Superintendent or designee shall implement, monitor, and evaluate electronic media resources for instructional and administrative purposes.

Acceptable use:

The Superintendent or designee shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District's technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the system and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Internet safety:

The Superintendent or designee shall develop and implement an Internet safety plan to:

- Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
- Ensure student safety and security when using electronic communications;
- Prevent unauthorized access, including hacking and other unlawful activities;
- Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
- Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking Web sites and in chat rooms.

Filtering:

Each District computer with Internet access shall have a filtering device or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent or designee.

The Superintendent or designee shall enforce the use of such filtering devices. Upon approval from the Superintendent or designee, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Monitored use:

Electronic mail transmissions and other use of the electronic communications system by students and employees shall not be considered private. Designated District staff shall be authorized to monitor such communication at any time to ensure appropriate use.

Intellectual property rights:

Students shall retain all rights to work they create using the District's electronic communications system.

As agents of the District, employees shall have limited rights to work they create using the District's electronic communications system. The District shall retain the right to use any product created in the scope of a person's employment even when the author is no longer an employee of the District.

Bring Your Own Device (BYOD) program:

CCISD has implemented the Bring Your Own Device (BYOD) program so that staff can use personal electronic devices (smart phones, laptops, eReaders, tablets, etc.) at work to access the CCISD-BYOD wireless network during the work day at applicable locations. Please note that gaming devices with Internet access are not permitted at this time. The CCISD-BYOD wireless network will have the same filtered Internet access as district-owned devices and all electronic devices used for work purposes must be connected to the district's BYOD network. Personal devices must be charged and must run on battery power while at work. CCISD is not liable for damaged, lost or stolen devices, or lost/corrupted data on those devices. Our Technology Services staff is unable to provide technical support for personal devices. Printing from personal devices is not permitted.

Disclaimer of liability:

The District shall not be liable for users' inappropriate use of electronic communication resources or violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the accuracy, age appropriateness, or usability of any information found on the Internet.

Employees must adhere to the following guidelines as well:

CCISD Employee Computer Use Policy

The following policy for acceptable use of computers and network resources, including the Internet, shall apply to all District administrators, teachers, faculty, staff, and employees. All technology equipment shall be used under the guidance of the site administrator or supervisor.

1. Employees shall not erase, rename, modify or make unusable anyone else's computer files, programs, or storage devices.
2. Employees shall not let other persons use their logon/login name, password, or files for any reason, except for emergency reasons. (Emergency procedures to obtain legal authorization to access personal user files will be established with the standards of confidentiality requirements.)
3. Employees shall not use or try to discover another user's password.
4. Employees shall not use CCISD computers, network resources, software or hardware for any non-instructional or non-administrative purpose, except as allowed under Policy CQ.
5. Employees shall not post personal information about themselves or others, to include address and telephone numbers.
6. Employees shall not use a computer for unlawful purposes, to include illegal copying or installation of software.
7. Employees shall not copy, change, or transfer any software (including menu system screens) without permission from the Campus Technology Specialist and their supervisor.
8. Employees shall not write, produce, generate, copy, propagate, or attempt to introduce any computer programming code designed to self-replicate, damage, or otherwise hinder the performance of any computer's or file server's memory, operating system, or software.
9. Employees shall not deliberately use the computer to annoy or harass others with language, images, or threats. Users shall not deliberately access or create any obscene or objectionable information, language, or images. The site administrator for sites with individually funded commercial Internet provider's support are not only responsible for funding their own Internet security filtering software, but also the misuse of Internet resources by their site employees.
10. Employees shall not send or forward email containing libelous; defamatory; offensive; racist or

obscene remarks; any commentary that would incite animosity, directly or indirectly, toward another individual or group; or any political advertisement or commentary that supports or opposes a specific political party or affiliation.

11. Employees shall not intentionally damage the system, damage information belonging to others, misuse system resources, or allow others to misuse system resources.
12. Employees shall not tamper with computers, networks, printers, or other associated equipment.
13. Employees shall not take home technology equipment (hardware or software) without the written permission of the site administrator or supervisor. The Campus Technology Specialist, as well as the Director of Technology Services should be aware of district computer equipment and software relocation. Laptop computers shall be controlled by a sign-out method.
14. Computer usage is limited to menu options where applicable as designated by the site administrator or supervisor and this policy.
15. All data will be stored in an appropriate manner; i.e., administrators, teachers, faculty, staff, and other employees' data will be stored on a personal storage device or in the individual user's directory, established at employment.
16. Employees shall not bring in personal equipment to be used on the District network, with the exception of the "Bring Your Own Device" (BYOD) network at applicable locations.
17. All district computer equipment and software allowed off campus will be returned to the campus on or before the employee's last scheduled work day.
18. Requests to retain laptops and other District equipment for summer duties will be submitted formally, in writing, to the site administrator, along with appropriate justification, and forwarded to the Director of Technology Services or designee for approval.

The following consequences may result for violation of the CCISD Employee Computer Use Policy:

1. Suspension of access to the system;
2. Revocation of the computer system account; or
3. Other disciplinary or legal action, including termination of employment.

In addition, the cost of repairs or procedures needed to remedy any problem created by a violation could be the responsibility of the individual that committed the violation.

Personal use of electronic communications:

Policy CQ and DH

Electronic communications include all forms of social communications, such as text messaging, instant messaging, electronic mail (email), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic communications as they are for any other public conduct. If an employee's use of electronic communications interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page. The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic communications for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, meal times, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student records. [See FL]
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law. [See DH (EXHIBIT)]
 - Confidentiality of district records, including educator evaluations and private email addresses. [See GBA]
 - Copyright law [See CY]
 - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH(EXHIBIT)]

See *Electronic communications between employees, students and parents*, below, for regulations on employee communication with students through electronic media.

Electronic communications between employees, students and parents:

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district in accordance with the provisions outlined below. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to provisions regarding electronic communications with a student to the extent the employee has an organizational or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on an organizational or family relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol;

- The employee and the student have an organizational or family relationship outside of school;
- The parent understands that the employee’s communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes email, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee’s personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, except Schoology.
- The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- The employee does not have a right to privacy with respect to communications with students and parents through any electronic means.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators’ Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy CY]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DH]
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through Schoology.

- An employee may request an exception from one or more of the limitations above by submitting a written request to the Superintendent.
- All staff are required to use school email accounts for all electronic communication with parents. Communication about school issues through personal email accounts or text messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.
- An employee shall notify his or her supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Criminal history background checks:

Policy DBAA

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on certain employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the District and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Public Information on Private Devices

Policy DH, GB

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act. Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Employee arrests and convictions:

Policy DH

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes, but is not limited to, the following:

- Dishonesty, fraud, deceit, theft, misrepresentation;
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Crimes involving any felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance;
- Felonies involving driving while intoxicated (DWI); and
- Acts constituting abuse or neglect under the Texas Family Code.

If an educator is arrested or criminally charged, the superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

Depending on the nature of the arrest, an employee may be placed on administrative leave or employment may be suspended pending the outcome of the arrest. Examples of types of arrest which would warrant this action include: DWI, if the employee is required to drive as part of their regular duties; possession of a controlled substance; injury to a child; endangerment of a child; and any other arrest that may result in a negative impact on the district.

Alcohol- and drug-abuse prevention

Policy DH

Copperas Cove ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use follows:

Employees shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while at school or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant, or mood-changing, mind-altering, or behavior-altering drugs.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance. An employee who manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities, or who uses a drug authorized by a licensed physician prescribed for the employee's personal use shall not be considered to have violated this policy.

A copy of this policy, a purpose of which is to eliminate drug abuse from the workplace, shall be provided to each employee at the beginning of each year or upon employment.

Employee Responsibility:

The District shall maintain a drug-free environment and shall establish, as needed, a drug-free awareness program complying with federal requirements. [See DH] The program shall provide applicable information to employees in the following areas:

1. The dangers of drug use and abuse in the workplace.
2. The District's policy of maintaining a drug-free environment. [See DH(LOCAL)]
3. Drug counseling, rehabilitation, and employee assistance programs that are available in the community, if any.
4. The penalties that may be imposed on employees for violation of drug use and abuse prohibitions.

All fees or charges associated with drug/alcohol abuse counseling or rehabilitation shall be the responsibility of the employee.

DRUG-FREE WORKPLACE NOTICE

The District prohibits the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances, illegal drugs, inhalants, and alcohol in the workplace.

Employees who violate this prohibition shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

As a condition of employment, an employee shall:

1. Abide by the terms of this notice; and
2. Notify the Superintendent, in writing, if the employee is convicted for a violation of a criminal drug statute occurring in the workplace. The employee must provide the notice in accordance with DH(LOCAL).

[This notice complies with the requirements of the federal Drug-Free Workplace Act (41 U.S.C. 702).]

Tobacco and Nicotine Products and E-Cigarette Use:

Policies DH, GKA, FNCD

State law prohibits smoking, using tobacco and nicotine products, including nicotine pouches, regardless of whether the product contains tobacco or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings. The use of smokeless products, electronic cigarettes and any other electronic vaporizing device is prohibited.

Employees are prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on school property or while attending an off-campus school-related activity. Exceptions may be made for smoking cessation products with supervisor approval.

Fraud and financial impropriety:

Policy CAA

All employees should act with integrity and diligence in duties involving the District's financial resources. The District prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety includes, but is not limited to, the following:

1. Forgery or unauthorized alteration of any document or account belonging to the District
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document
3. Misappropriation of funds, securities, supplies, or other district assets, including employee time
4. Impropriety in the handling of money or reporting of district financial transactions

5. Profiteering as a result of insider knowledge of district information or activities
6. Unauthorized disclosure of confidential or proprietary information to outside parties
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or district policy
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
10. Failure to provide financial records required by federal, state or local entities
11. Failure to disclose conflicts of interest as required by law or district policy
12. Any other dishonest act regarding the finances of the District
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards

Conflict of interest:

Policy CB, DBD

Employees are required to disclose, in writing, to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the District. This includes the following:

1. A personal financial interest
2. A business interest
3. Any other obligation or relationship
4. Non-school employment

Employees should contact their supervisor for additional information.

Gifts and favors:

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials, such as maps or worksheets, that convey information to students or contribute to the learning process.

Associations and political activities:

Policy DGA

The District will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources, including work time, for political activities is prohibited. The District encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the

absence.

Charitable contributions:

Policy DGA

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Safety:

Policy CK series

The District has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. To prevent or minimize injuries to employees, co-workers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- a. Observe all safety rules
- b. Keep work areas clean and orderly at all times
- c. Immediately report all accidents to their supervisor
- d. Operate only equipment or machines for which they have training and authorization

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact Dr. Jimmy Shuck, Deputy Superintendent of Operations and Support, at 254-547-1227.

Possession of firearms and weapons:

Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the District's weapons policy should report it to their supervisors or call the Copperas Cove Police Department immediately.

Visitors in the workplace:

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the

building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the District premises should immediately direct him or her to the building office or contact the administrator in charge.

Copyrighted materials:

Policy CY

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Textbooks:

Teachers are accountable for all textbooks charged to the class/classes which they teach. Teachers' responsibilities are as follows:

- e. Maintain an accurate record of all textbooks received and issued to students
- f. Ensure that all textbooks are covered at all times
- g. Conduct periodic textbook inspections as required by the principal (recommend every six weeks)
- h. Ensure all textbooks have the name of the student in the appropriate place
- i. Notify the principal or campus textbook clerk when books are lost or damaged

Teachers should notify the campus textbook clerk of any surplus textbooks (defined as any books on hand in excess of the number of students) so they may be picked up and returned to the district site for textbook storage. Teachers should also notify the campus textbook clerk or principal when additional textbooks are needed due to changes in enrollment. Textbooks are not to be transferred between schools except by the Records/Textbooks Specialist.

Asbestos management plan:

Policy CSC

The District is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the District's management plan is kept in the Support Services office and is available for inspection during normal business hours.

Energy management procedures plan:

The Energy Management Policy is designed to conserve resources, to optimize energy consumption and keep utility costs down without compromising the comfort of staff and students. The policy can be found online at www.ccsd.com. Employees are expected to comply with the policy. Deliberate acts of non-compliance are subject to disciplinary action, including termination of employment.

Pest control treatment:

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide

must be done in a manner prescribed by law and the District's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located at the building entrance. In addition, individual employees may request, in writing, to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or electronic means. Pest control information sheets are available from campus principals or facility managers upon request.

Other Topics

General Procedures

Emergency School Closing:

The District may close schools because of bad weather or emergency conditions. When such conditions exist, the superintendent will make the official decision concerning the closing of the District's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's Website, Facebook, Twitter, and notify the following radio and television stations:

- j. RADIO: WACO FM [99.9]; KBGO FM [95.7]; KWTX FM [97.5]; KRRQ FM [102.5]; KBCT FM [94.5]; KWTX AM [1460]; KRZI AM [1580]; KEYR AM [92.9]
- k. TELEVISION: KCEN-6 [Local Cable Channel 3]; KXXV-25[Local Cable Channel 5]; and KWTX-10[Local Cable Channel 2]

Emergencies:

Policy CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automated external defibrillator and stop the bleed kit. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and the procedures for their use.

Purchasing procedures:

Policy CH

All requests for purchases for the District must be submitted through the Skyward Requisition system. No purchases, charges, or commitments to buy goods or services for the District can be made without assignment of a purchase order number. The District will not reimburse employees or assume responsibility for purchases made without proper authorization. Employees are not permitted to purchase supplies or equipment for personal use through the District's business office. The purchase of cellphones or other hand-held electronic devices for the use of a single individual is prohibited without the written authorization of the superintendent.

District owned property:

Employees in possession of district owned property, to include laptop computers, are responsible for the care and maintenance of the property. If the property is damaged or stolen while on the District premises, the employee will not be held liable. However, employees are expected to take all precautions necessary to safeguard the property.

Personal property:

The District is not responsible for loss or damage to property owned by employees, students, or visitors. Care should be taken to safeguard personal property.

Check acceptance procedures:

In the event that a check written to any CCISD campus, club, or organization is returned unpaid by your bank, CCISD or its agent may redeposit your check electronically. Additionally, you understand and agree that we may electronically collect a returned check fee of **\$30.00** plus applicable sales taxes. The use of a check for payment is your ACKNOWLEDGEMENT and ACCEPTANCE of this administrative procedure and its terms.

Name and address changes:

It is important that employment records be kept up to date. Employees must notify Human Resource Services if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. Forms to process a change in personal information can be obtained from Human Resource Services. The District has a legal right to require all employees to have their current addresses and phone numbers on file. You may also complete through Skyward Finance as well through our CCISD Portal.

ID Badges:

Employees are required to wear district-issued ID badges. Replacement badges for lost, stolen or picture re-takes are \$1. Contact Human Resources for more information.

Personnel records:

Policy DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal email address is confidential and may not be released without the employee's permission. Employees may choose to have the following personal information withheld:

- i. Address
- ii. Phone number, including personal cell phone number
- iii. Emergency contact information
- iv. Information that reveals whether they have family members

The choice to not allow public access to this information may be made at any time by submitting a written request to Tracie Phillips at phillipst@ccisd.com. New or terminated employees have 14 days after hire or

termination to submit a request. Otherwise, personal information will be released to the public until a request to withhold the information is submitted.

Facility use:

Policies DGA, GKD

The Deputy Superintendent of Operations and Support is responsible for scheduling the use of facilities after school hours. Contact Monica Hall at 254-547-1227 to request to use school facilities and to obtain information on the fees charged.

Cell phone use:

Employees are not to use their personal cell phones during the work day to text or talk. They may use their cell phones during their conference period, lunch time and breaks. All other times, including staff development, cell phones should be turned off.

Meal charges:

No charges will be allowed for individuals other than students.

Termination of Employment

Resignations:

Policy DFE, DHB

Contract employees

Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. **A written notice of resignation must be submitted to the Superintendent, or other persons designated by the board of trustees.** Contract employees may resign at any other time only with the approval of the superintendent or board of trustees. Resignation without the consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to Texas Education Agency* on page 76. The superintendent will notify SBEC when an employee resigns and there is evidence to indicate that the employee has engaged in such misconduct.

Noncontract employees

Noncontract employees may resign their positions at any time. A written notice of resignation should be submitted to their supervisor at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal is required to notify the superintendent of a noncertified employee's resignation or termination

within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or of knowing about an employee's resignation or termination following an alleged incident of misconduct described above.

Dismissal or nonrenewal of contract employees:

Policies DF Series, DHB

Employees on probationary and term contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The time lines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

The principal is required to notify the superintendent of an educator's termination within seven business days following an alleged incident of misconduct for any of the acts listed in Reports to Texas Education Agency on page 76. The superintendent will notify SBED when an employee is terminated and there is evidence to indicate that the employee has engaged in such misconduct.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or in the policy manual located on-line at ccisd.com.

Dismissal of noncontract employees:

Policies DCD, DP

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, sex, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance.

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal, or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor.

If the offense is more than 30 years before the date the person's employment began or the person satisfied all

terms of the court order entered on conviction the requirement to discharge does not apply.

Exit interviews and procedures:

Information on leaving the District can be found online at the District’s website under Human Resources. Information on the continuation of benefits, release of information, and procedures for requesting references are included in the online document. Employees are encouraged to complete an Exit Survey that provides the District feedback on his or her employment experience. Separating employees are asked to provide the District with a forwarding address and phone number on the CCISD Separation Checklist obtained from his or her campus or department. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

Reports to Texas Education Agency:

Policy DF, DHB, DHC

The resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event

The reporting requirements above are in addition to the superintendent’s ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history. “Reported criminal history” means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

Reports concerning court-ordered withholding:

The District is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee’s last known address
- Name and address of the employee’s new employer, if known.

Student Issues

Equal educational opportunities:

Policies FB, FFH

The Copperas Cove ISD does not discriminate on the basis of race, color, religion, national origin, sex or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination of students based on any of the reasons listed above should be directed to the Director of Student Services, Stacie Golden.

Student records:

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records.

The following people are the only people who have general access to a student's records:

- l. Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- m. The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student's records before this time.
- n. School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the campus principal for assistance.

Parent and student complaints:

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint. Parents are encouraged to discuss problems or complaints with the teachers or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering medication to students:

Policy FFAC

Only designated employees may administer prescription medication, non-prescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis (e.g., EpiPen), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take prescription medication during the school day must bring a written request from his or her parent and the medicine, in its original, properly labeled container.

Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary supplements:

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic drugs:

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- o. Recommending that a student use a psychotropic drug
- p. Suggesting a particular diagnosis
- q. Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student.

Student conduct and discipline:

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Code of Conduct and Student Handbook. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the District. For more information on student discipline, employees can access Education Code Chapter 37 at www.ccisd.com under "For Parents" and "TEA-Chapter 37." Other employees who have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student attendance:

Policy FEB

Teachers and staff should be familiar with the District's policies and procedures for attendance

accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student, upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying:

Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyberbullying, to Director of Student Services. The District's policy includes definitions and procedures for reporting and investigating bullying of students and is reprinted below:

**FFI
(LOCAL)**

Note: This policy addresses bullying of District students. For the purposes of this policy, the term bullying includes cyberbullying. For provisions regarding discrimination, harassment, and retaliation involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, and ostracism.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee

Any District employee who suspects or receives notice that a student or a group of students has or may have experienced bullying shall immediately notify the campus principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice or Report

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The campus principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the principal or designee shall take additional time, if necessary, to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

Hazing:

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing, or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

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	1	2	3	4	5	6					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28	29	30	31

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jun 30	Jul 1	2	3	4	5	6
7	8	9	10	11	12	13
14	15 12:00pm 3:30pm SB Workshop (Board Room)	16 6:30pm 8:00pm School Board Meeting (CCISD Board Room)	17	18 6:00pm 7:00pm Military Affairs Dinner (Copperas Cove Civic Center)	19	20
21	22	23	24	25	26	27
28	29	30	31	Aug 1	2	3

August 2024

August 2024							September 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
4	5	6	7	8	9	10	1	2	3	4	5	6	7
11	12	13	14	15	16	17	8	9	10	11	12	13	14
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							29	30					

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Jul 28	29	30	31	Aug 1	2	3
4	5	6	7	8	9 7:00am 2:00pm CCISD Convocation (Lea Ledger Auditorium (400 S 25th St, Copperas Cove, TX)	10 9:00am 9:30am Volleyball Cove Scrimmage (Home)
11	12 12:00pm 3:30pm SB Workshop (Board Room)	13 10:00am 10:30am Volleyball vs. Thorndale/Brentwood 6:30pm 8:00pm School Board Meeting (CCISD)	14	15 7:00am 7:30am First Day of School	16 Volleyball - Austin Tourney - TBD (Away)	17
18	19	20 1:30pm 2:00pm Volleyball vs. Burnett (Home) 6:00pm 6:30pm Volleyball vs. Burnett (Home)	21	22 7:00pm 7:15pm Football vs. Lake Belton (Away)	23 Volleyball - Terrell HS Tourney - TBD (Away)	24
25	26	27 6:30pm 7:00pm Volleyball vs. Chaparral (Away)	28	29	30 Volleyball - Johnson City Tourney - TBD (Away) 7:30pm 8:00pm Football vs. Ellison (Home)	31

September 2024

September 2024							October 2024						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5
8	9	10	11	12	13	14	6	7	8	9	10	11	12
15	16	17	18	19	20	21	13	14	15	16	17	18	19
22	23	24	25	26	27	28	20	21	22	23	24	25	26
29	30						27	28	29	30	31		

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
Sep 1	2	3 6:00pm 6:30pm Volleyball vs. Johnson City (Away)	4	5	6 6:30pm 7:00pm Volleyball vs. Ellison (Home) 7:30pm 7:45pm Football vs. Leander Glenn Home (Home)	7
8	9 12:00pm 3:30pm SB Workshop (Board Room)	10 6:30pm 7:00pm Volleyball vs. Belton (Away) 6:30pm 8:00pm School Board Meeting (CCISD Board Room)	11	12	13 6:30pm 7:00pm Volleyball vs. Temple (Home) 7:00pm 7:30pm Football vs. Georgetown (Away)	14
15	16	17	18	19	20 6:30pm 7:00pm Volleyball vs. Midway (Away) 7:30pm 8:00pm Football vs. Del Valle (Away)	21 2024 NAFIS Fall Conference
22	23	24 6:30pm 7:00pm Volleyball vs. Harker Heights (Away)	25	26	27 6:30pm 7:00pm Volleyball vs. Killeen (Home) 7:30pm 8:00pm Football vs. Killeen (Home) 7:30pm 8:00pm CCHS	28 TASB Delegate Assembly (San Antonio, TX)
29	30	Oct 1	2	3	4	5