

# **Agenda of Special Meeting**

## **The Board of Trustees Groesbeck ISD**

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A Special Meeting of the Board of Trustees of Groesbeck ISD will be held August 3, 2020, beginning at 6:00 PM in the Groesbeck High School, Administrative Board Room  
1202 N Ellis  
Groesbeck, TX 76642.

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

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

- I. CALL TO ORDER
- II. PUBLIC COMMENT (Agenda/Non-Agenda Items)
- III. DISTRICT INFORMATION
- IV. DISCUSSION AND POSSIBLE ACTION ON OPERATION CONNECTIVITY  
INTERLOCAL ACQUISITION AGREEMENT WITH REGION 4 EDUCATION  
SERVICE CENTER FOR TECHNOLOGY PURCHASES



**Texas Association of School Boards**

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## Operation Connectivity Bulk Order Program

### What is Operation Connectivity?

Operation Connectivity is a joint effort among Governor Greg Abbott, the Texas Legislature, and the Texas Education Agency (TEA) to connect Texas's 5.5 million public school students with a device and reliable internet connection. On July 17, 2020, the Governor [announced](#) the allocation of \$200 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to TEA for the purchase of eLearning devices and home internet solutions to enable remote learning during the COVID-19 pandemic for Texas students who lack connectivity. The program will provide matching funds for districts to facilitate purchases of necessary devices and hotspots. TEA, through Region 4 Education Service Center, has worked with vendors to secure reduced prices and timely delivery to Texas school districts through a bulk order program. Matching funds will be based on the number of economically disadvantaged students in a district. Districts may purchase necessary devices and hotspots through a new interlocal agreement with Region 4. More information about Operation Connectivity is available on the [TEA Website](#).

### Why does the school board need to act quickly?

To take advantage of the Operation Connectivity bulk order program and the matching funds, a district must take certain actions and execute required documents in the next two weeks. For example, to place an order, a school district must sign the interlocal agreement by August 4. Thus, if your district wants to take advantage of this funding, the school board must meet soon.

### What options does the school board have for calling a meeting on short notice?

- **Special meeting via videoconference or teleconference:** In accordance with your policy on board meetings at TASB Policy BE(LOCAL), your board can call a special meeting on 72 hours' notice. In accordance with the Governor's [order suspending portions of the Open Meetings Act](#), this meeting can be conducted by videoconference or teleconference. To facilitate the prompt posting of a meeting for this purpose, TASB Legal Services has prepared a [sample meeting agenda](#).
- **Emergency meeting or emergency addition to existing meeting agenda:** As described in TASB Legal Services' memo [Open Meetings Act – Meeting Notice](#), a board may call an emergency meeting or add an emergency item to a previously posted agenda with only one hour's notice in an emergency or when there is an urgent public necessity. An emergency or urgent public necessity exists only if the board must take immediate

action “because of: (1) an imminent threat to public health and safety, including a threat described by Subdivision (2) if imminent; or (2) a reasonably unforeseeable situation, including . . . (c) epidemic . . .” Tex. Gov’t Code § 551.045(b). If your board wishes to rely on the emergency exception, confirm this decision with your school attorney. Remember that you must clearly identify the emergency or urgent public necessity on the meeting notice or supplemental notice. Tex. Gov’t Code § 551.045(c).

### **Must we allow public participation at the meeting?**

Yes, but you can limit public comment to the items on the posted agenda. See TASB Policy BED(LOCAL) and TASB Legal Services’ memo [Open Meetings Act – Public Comment](#).

### **What if the school board cannot call a meeting in time for the purchase order deadline?**

If at all possible, a board should attempt to meet and take the necessary action to approve the interlocal agreement *before* the district places an order with Operation Connectivity. That said, if a superintendent takes the necessary steps on the board’s behalf and the board promptly ratifies the superintendent’s actions, the board’s ratification should be valid.

### **What actions must the school board take to participate in Operation Connectivity?**

To participate in Operation Connectivity, school boards must approve the required interlocal agreement with Region 4.

To do this, the board may pass a motion such as, “I move that the board approve and enter into the Operation Connectivity Interlocal Acquisition Agreement and authorize the superintendent and other appropriate district personnel to take all necessary actions under such agreement.”

### **How does a school district enter an interlocal agreement?**

Interlocal contracts (sometimes referred to as interlocal participation agreements) are governed by the Interlocal Cooperation Act, Texas Government Code Chapter 791, which serves to increase the efficiency and effectiveness of local governments by authorizing them to contract with other local governments or state agencies to perform governmental services or functions, including *administrative functions* such as purchasing. Tex. Gov’t Code §§ 791.001, .003(1), (3), .011, .025.

Under the Interlocal Cooperation Act, an interlocal contract must be **authorized by the governing body** of each party to the contract; state the purpose, terms, rights, and duties of the contracting parties; and specify that payments under the contract will be made from current revenues. Tex. Gov’t Code § 791.011(d) (emphasis added).

At the board's meeting, a board that wishes to place an order should vote to authorize the superintendent or appropriate designee to sign the interlocal agreement with Region 4 for technology purchases under Operation Connectivity. The Operation Connectivity interlocal contract is a new interlocal agreement, managed separately from Region 4's purchasing cooperative, known to many as TCPN. Prior participation in Region 4's purchasing cooperative does not satisfy the need to join the Operation Connectivity agreement.

**Are the purchases subject to additional competitive purchasing requirements?**

- **Interlocal contracts satisfy state law:** An interlocal contract is listed in Texas Education Code section 44.031(a) as a method by which a school district may procure goods and services valued at \$50,000 or more in the aggregate for each 12-month period. A local government that purchases goods or services under an interlocal contract satisfies the requirement to seek competitive bids for the purchase. Tex. Gov't Code § 791.025(c).
- **TEA has waived requirements under federal law:** Generally, procurement with federal funds is governed by the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards at 2 C.F.R. 200 (often referred to as the Uniform Guidance). For federal funds administered by TEA, the Uniform Guidance is often referred to as EDGAR (Education Department General Administrative Regulations). Even where state procurement requirements have been satisfied, EDGAR sometimes imposes additional requirements beyond state law. As the state agency that administers this funding (often called the pass-through entity), TEA has expressly authorized a non-competitive procurement by districts for Region 4's products and services as permitted by 2 CFR 200.320(f)(3). Under 2 CFR 200.318(i), districts are permitted to enter into interlocal agreements for the procurement of goods and services. Additional steps have been taken by Region 4 to incorporate necessary contract provisions into the interlocal agreement and agreements with the participating vendors to ensure EDGAR compliance. Notwithstanding TEA's authorization, districts must take steps consistent with their normal cooperative purchasing practices to comply with additional EDGAR requirements.

*This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. Consult with your own attorneys to apply these legal principles to specific fact situations.*

## OPERATION CONNECTIVITY INTERLOCAL ACQUISITION AGREEMENT

*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA")  
pursuant to Tex. Gov't Code, Chapter 791.*

**Local education agency name:** GROESBECK ISD, (147902)

**County district number:** 147902

**Point of contact:** Dr. James B. Cowley

**Date:** July 29th, 2020

This Operation Connectivity Interlocal Acquisition Agreement ("Agreement") contains key information and terms regarding your LEA's participation in the Operation Connectivity bulk purchase process. The following addendums are incorporated into this Agreement:

1. State Funding Allocation Methodology Addendum (*attached*)
2. EDGAR Certification Addendum (*attached - to be executed by Region 4*)
3. Grant Program Guidelines (*attached*)
4. LEA Order Logistics Confirmation (*separate document*)
5. Additional Quantity Request (*separate document*)

Due the urgency required to maintain our position within our vendors' supply chain, **please submit the completed and signed copy of this Agreement [as well as your Additional Quantity Request Addendum] through DocuSign by COB Tuesday, August 4, 2020.** Should your LEA not be able to provide signed approval of this Agreement by this date, your order will unfortunately have to be cancelled, and this Agreement will automatically terminate without further action by the parties.

Below you will find your LEA's allocated quantities per provider / OEM ("Vendor") and model. These quantities are based on two inputs: 1) your LEA's requested quantities as included in your LEA's bulk order survey / form, 2) the total dollar value for which the state funding program is able to cover 50% of your LEA hotspot / device costs, as based on the state's allocation methodology (see State Funding Allocation Methodology Addendum).

**Any change to the quantities allocated below must be requested by emailing [customerservice@teabulkorder.com](mailto:customerservice@teabulkorder.com) with your revisions.** We will then review requested revisions and send you an updated Agreement. Please note that allocated quantities can only be decreased. Any proposed revisions to increase quantities for any Vendor or model will be rejected.

For quantity needs above what the state has allocated your LEA [capped at your LEA's *remaining quantity* as listed in your Additional Quantity Request Addendum], please include this in your LEA's Additional Quantity Request Addendum. If your submitted Additional Quantity Request Addendum is accepted, it will become a binding part of the Agreement. Your Additional Quantity Request Form must be submitted by Tuesday, August 4, 2020. Failure to submit by the deadline will result in your Additional Quantity Request Addendum being rejected.

### Mobile broadband hotspots:

Vendor	AT&T	T-Mobile	Verizon
Data limit	Unlimited	Unlimited	Unlimited
Hotspot type	Category 4	Category 4	Category 4
Contract length	1 year	1 year	1 year
Warranty length	1 year	1 year	1 year

Device costs/unit	\$60	\$0	\$60
Monthly rate/unit	\$15	\$15	\$10
Asset tagging cost/unit	\$0	\$0	\$5
Custom CIPA filtering enablement monthly rate/unit	\$0	\$0	\$2
Total 1-year hotspot costs/unit	\$240	\$180	\$209
Original LEA quantity request (through bulk order survey)	0	0	500
<b>Allocated quantity</b>	0	0	500
<b>Total hotspot order costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$104500</b>
<b>LEA portion of hotspot order costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$52250</b>

Learning devices:

	Middle & elementary laptops			High school laptops		Chromebooks		iPad
Vendor	Dell	HP	Lenovo	Dell	HP	Dell	HP	Apple
Model number	3190	9ru44ut	100e	3410	PB11x360	3100 Chrome	1A764UT	iPad 7 <sup>th</sup> Generation
CPU processor	Celeron 4120	Celeron 4020	Celeron	I3	Pentium 5030	N/A	N/A	N/A
RAM	4 GB	4 GB	4 GB	4 GB	8 GB	4 GB	4 GB	N/A
Hard drive size	64 GB	64 GB	64 GB	500 GB	128 GB	16 GB	32 GB	32 GB
Screen size	11.6"	11.6"	11.6"	14"	11.6"	11.6"	11.6"	10.2"
Wi-Fi protocol	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Touch Screen	No	Yes	No	No	Yes	No	Yes	Yes
Convert to tablet	No	Yes	No	No	Yes	No	No	Yes
External keyboard (Y/N)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Y
Warranty	1 year on-site	1 year mail in	1 year mail in	1 year on-site	1 year mail in	1 year on-site	1 year mail in	N/A
Additional features	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Google license, custom tagging	Google license, custom tagging	iPadOS, custom engraving
Price	\$237	\$266	\$205	\$323	\$369	\$228	\$237	\$386
Original LEA quantity request (through bulk order survey)	0	0	0	0	0	0	0	0
<b>Allocated quantity</b>	0	0	0	0	0	0	0	0
<b>Total device order costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>LEA portion of device order costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

Total costs:

Total hotspot order costs	\$104500
Total device order costs	\$0
LEA portion of hotspot order costs	\$52250
LEA portion of device order costs	\$0
<b>Total order costs (hotspots and devices)</b>	<b>\$104500</b>
<b>Total LEA portion of order costs (hotspots and devices)</b>	<b>\$52250</b>

Payment terms:

Payment for your LEA's portion of the order costs will be due immediately upon receipt of the order invoice that your LEA will be receiving via email. Please note that payment is required before hotspots / devices will be asset tagged and shipped to your LEA. Specific payment instructions will be provided with your issued invoice.

LEA orders will be tagged and shipped in the order in which invoice payment is received. Delay in payment will result in a delay of devices to your LEAs. Any LEA whose payment has not been received by Region 4 within 3 business days from the invoice date will have their order cancelled, resulting in an automatic termination of this Agreement. LEAs must provide a completed LEA Order Logistics Confirmation by Friday, August 7, 2020. Failure to complete and provide this confirmation timely may result in the delay or cancellation of your order and termination of this Agreement.

**Matching Funds Allocation:**Funding allocation:

You will find below your LEA's state matching award. This allocation is based on two inputs, 1) your LEA's requested quantities as included in your LEA's bulk order survey/form, 2) the state's allocation methodology (see State Funding Allocation Methodology Addendum).

<b>Total state matching (hotspots and devices)</b>	<b>\$52250</b>
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Please note that this amount includes only the 1:1 matching of the funds that are expected to be contributed by your LEA. By executing this Agreement, your LEA is committing to pay the amounts set forth herein.

**Incorporation of Vendor Warranties and Terms/Disclaimer and Release of Region 4 Liability:**

**LEA ACKNOWLEDGES AND AGREES THAT ANY PRODUCTS OR SERVICES ACQUIRED THROUGH THIS AGREEMENT ARE SUBJECT TO ANY VENDORS' TERMS AND CONDITIONS ("VENDOR TERMS") PROVIDED SEPARATELY BY VENDOR TO LEA. THIS AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH VENDOR TERMS. THE PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTIES AND OBLIGATIONS UNDER THE VENDOR TERMS ARE HEREBY EXTENDED TO LEA. THE LEA'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY OR OTHER VENDOR OBLIGATIONS RELATED TO THE PRODUCTS OR SERVICES WILL BE THE ENFORCEMENT OF ANY RIGHTS UNDER THE VENDOR TERMS, AND REGION 4 SHALL HAVE NO LIABILITY TO LEA RELATED TO SAME. THE LEA ACKNOWLEDGES AND AGREES AS A STRICT TERM OF THIS AGREEMENT THAT REGION 4 DOES NOT ASSUME BUT, RATHER, EXPRESSLY DISCLAIMS ALL WARRANTIES OR OTHER OBLIGATIONS SET FORTH IN THE VENDOR TERMS, AND REGION 4 DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITY IN CONNECTION WITH THE**

**PRODUCTS AND SERVICES. LEA HEREBY RELEASES REGION 4 FROM ALL LIABILITY RELATED TO THE VENDOR PRODUCTS AND SERVICES. LEA IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE RELATED TO PROCUREMENT.**

**Acknowledgement of Federal Funding:**

The source of all matching funds pursuant to this Agreement are federal funds made available through the 2020-2021 Remote Learning Operation Connectivity-CV19 grant (“Grant”) awarded to Region 4. All fund matches and other obligations under this Agreement for the acquisition of products or services are subject to appropriation of funds to Region 4. As such, if Region 4 does not receive sufficient Grant funding, Region 4 may immediately terminate this Agreement without penalty or further obligation to LEA upon written notice. This Agreement is further subject to and incorporates all terms of Region 4’s Grant agreement with the TEA, including the Grant Program Guidelines issued by TEA related to the Grant, and LEA is subject to and agrees to follow any relevant terms set forth in the Grant Program Guidelines. The parties acknowledge and agree to follow all applicable federal, state and local laws, rules, ordinances and regulations related to the expenditure of the Grant funds (“Applicable Laws”). Region 4 specifically acknowledges and agrees to all applicable terms contained in the EDGAR Certification Addendum. All participating Vendors will be required to follow Applicable Laws, the applicable conditions in the Grant Program Guidelines and similarly will agree to applicable EDGAR certifications.

**Execution:**

This Agreement and the listed addendums and Vendor Terms constitute the entire agreement between the parties, and no part of the Agreement may be modified unless expressed in writing and signed by both parties. Neither party waives or relinquishes any immunity or defense that either party is entitled to by law. All payments made pursuant to this Agreement will be made from current revenues. Each party warrants that it has authority to enter into this Agreement and perform its obligations. The signatory below shall have authority to act on all matters related to this Agreement.

By signing below, the parties are binding themselves to the terms of this Agreement, subject only to any necessary approvals and actions by the parties’ governing boards. By execution of this Agreement, the LEA gives Region 4 permission to move forward with purchasing the above quantity of hotspots and devices on the LEA’s behalf.

**For LEA**

Dr. James B. Cowley

(Printed name/title) (Title)

(Signature) (Date)

**For Region 4 Education Service Center**

Dr. Pamela Wells, Executive Director

(Signature)

(Date)

## **ADDENDA**

1. State Matching Allocation Methodology
2. EDGAR Certifications
3. Program Guidelines

## ADDENDUM ONE

### State Matching Allocation Methodology

#### Overview

On July 17, 2020, Governor Abbott, Lt. Governor Patrick, Speaker Bonnen, Senate Finance, and House Appropriations Committee Chairs announced eLearning funding For Texas students. The State of Texas will allocate \$200 million in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding to the Texas Education Agency (TEA) for the purchase of eLearning devices and home internet solutions to enable remote learning during the COVID-19 pandemic for Texas students that lack connectivity.

The majority of the \$200 million in CARES Act funding will be allocated to LEAs through matching funds for purchases of hotspots (with data plans) and devices through a statewide bulk purchasing event. This document provides the methodology for the allocation of these CARES Act funds. Additional state dollars may be available through a reimbursement program. More details will be released as this is designed. The TEA is the passthrough agency for this grant. Region 4 Education Service Center shall serve as the grant recipient and shall conduct the bulk purchases on behalf of LEAs.

#### Funding Allocation – Bulk Purchase Matching Funds

LEAs will be eligible for fund matching of 50% of the expenditures incurred through the statewide bulk purchasing event. However, the level of LEA fund matching for purchases made through the statewide bulk purchasing event will be contingent on the number of economically disadvantaged students in the LEA.<sup>1</sup> The amount of fund matching will not exceed 50% of LEA expenditures to purchase device and/or hotspots for the number of economically disadvantaged students in the LEA. The costs associated with device and hotspot purchase volume that exceeds the number of economically disadvantaged students in an LEA will not be eligible for fund matching.<sup>2</sup>

If an LEA is purchasing a quantity of devices and/or hotspots less than the number of economically disadvantaged students, the LEA will still receive the full 50% fund matching for those expenditures.

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<sup>1</sup> The number of economically disadvantaged students in an LEA are calculated as the PEIMS ages 3-21 low income students (eligible for free lunch, reduced price lunch, or federal aid programs), from the October 2019 fall collection, released for 2020-2021 ESSA funding formulas.

<sup>2</sup> If an LEA orders more devices and/or hotspots than they have economically disadvantaged students, the LEA will still have the opportunity to order at the bulk purchase order's discounted rates, but those expenditures will not be eligible for fund matching.

**For example (figures illustrative):**

**District A orders device volume equal to economically disadvantaged (eco dis.) enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District A is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **500** devices x \$200 cost per device = **\$100,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x \$200 cost per device = up to **\$100,000**
- TEA fund matching: up to **\$50,000**
- LEA responsibility: \$50,000

**District B orders device volume greater than economically disadvantaged enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District B is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **750** devices x \$200 cost per device = **\$150,000 LEA spend**
- LEA spend eligible for fund matching: up to **500** students x \$200 cost per device = up to **\$100,000**
- TEA fund matching: up to **\$50,000**
- LEA responsibility: \$100,000

**District C orders device volume less than economically disadvantaged enrollment**

- Enrollment: 1000 total students; **500** economically disadvantaged students
- District C is capped at 500 total devices for this program (due to percent eco dis.)
- Bulk order: **250** devices x \$200 cost per device = **\$50,000 LEA spend**
- LEA spend eligible for fund matching: up to **250** students x \$200 cost per device = up to **\$50,000**
- TEA fund matching: up to **\$25,000**
- LEA responsibility: \$25,000

## ADDENDUM TWO

### EDGAR CERTIFICATIONS (TO BE EXECUTED BY REGION 4)

The following certifications and provisions are required and apply when the Local Education Agency ("LEA") expends federal funds for any contract. **Accordingly, the parties agree that the following terms and conditions apply, as applicable, in all situations where Region 4 has been paid or will be paid with federal funds:**

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#### REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS APPENDIX II TO 2 CFR PART 200

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**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when LEA expends federal funds, LEA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when LEA expends federal funds, LEA reserves the right to immediately terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by Region 4 in the event Region 4 fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract. LEA also reserves the right to terminate the contract immediately, with written notice to Region 4, for convenience, if LEA believes, in its sole discretion that it is in the best interest of LEA to do so. Region 4 will be compensated for work performed and accepted and goods accepted by LEA as of the termination date if the contract is terminated for convenience of LEA. The Contract is not exclusive and LEA reserves the right to purchase goods and services from other vendors when it is in LEA's best interest.

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when LEA expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or**

**subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when LEA expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Region 4 will be in compliance with all applicable Davis-Bacon Act provisions.

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when LEA expends federal funds, Region 4 certifies that Region 4 will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by LEA.

**(F) Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA, Region 4 certifies that neither it nor its principals is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by LEA, Region 4 certifies that during the term and after the awarded term of an award for all contracts by LEA, Region 4 certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

---

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

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When federal funds are expended by LEA for any contract, Region 4 certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Region 4 further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

---

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

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When LEA expends federal funds for any contract, Region 4 certifies that it will comply, as applicable, with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

---

**CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT**

---

It is the policy of LEA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Region 4 agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Region 4 further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

---

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

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LEA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Region 4 certifies that it is in compliance with all applicable provisions of the Buy America Act.

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**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

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Region 4 agrees that the District’s Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Region 4 that are directly pertinent to Region 4’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Region 4’s personnel for the purpose of interview and discussion relating to such documents.

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**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS**

---

Region 4 agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

---

**REGION 4 AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT REGION 4 CERTIFIES COMPLIANCE WITH ALL APPLICABLE PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE**

Printed Name and Title of Authorized Representative:

Dr. James B. Cowley

---

Email Address:

james.cowley@groesbeckisd.net

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Signature of Authorized Representative:

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

ADDENDUM THREE

REQUEST FOR APPLICATION

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Program Guidelines

2020-2021 Remote Learning  
Operation Connectivity-CV19

Authorized by Coronavirus Aid, Relief, and Economic Security  
(CARES) Act, Section 5001, Coronavirus Relief Fund (CRF)

Application Closing Date—5:00 p.m., Central Time  
Application due date July 23, 2020

**PROGRAM GUIDELINES**

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TEXAS EDUCATION AGENCY

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**Office of Information Technology Services  
1701 North Congress Avenue  
Austin, Texas 78701**

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# Introduction to the Program Guidelines

TEA, as the pass-through entity<sup>1</sup>, is the grantee<sup>2</sup> from the U.S. Department of Education (USDE) and TEA awards subgrants to non-federal entities<sup>3</sup> such as local educational agencies (LEAs), including school districts, charter schools, and education service centers, and to a lesser degree institutions of higher education (IHEs), and nonprofit organizations (NPOs) who are the agency's subgrantees<sup>4</sup>. These guidelines apply to all subgrantees of TEA, regardless of whether referenced herein as subgrantee or grantee. For purposes of this document, TEA may use the terms grantee and subgrantee synonymously for its subrecipients.

This part of the request for application (RFA), Program Guidelines, is to be used in conjunction with the [General and Fiscal Guidelines](#) and any application instructions. The Standard Application System (SAS) consists of Application Part 1 (PDF – narrative schedules) and Application Part 2 (Excel - budget schedules) to be completed in order for the applicant to be eligible for funding.

For applicants selected for funding, all guidelines and instructions will be incorporated by reference into the Notice of Grant Award (NOGA).

## Reference to the General and Fiscal Guidelines

The Program Guidelines provide information specifically relevant to this grant program. The [General and Fiscal Guidelines](#) provide information relevant to all TEA grant programs. Throughout the Program Guidelines, cross-references are given to applicable sections of the [General and Fiscal Guidelines](#). It is critical that you review all referenced sections of the [General and Fiscal Guidelines](#) when preparing your application.

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<sup>1</sup> Pass-through entity is defined as a non-Federal entity that provides a subaward to a subrecipient to carry out part of a federal program. (2 CFR 200.74)

<sup>2</sup> Grantee is defined as the legal entity to which a grant is awarded and that is accountable to the federal government for the use of the funds provided. The term “grantee” does not include any secondary recipients, such as subgrantees and contractors that may receive funds from a grantee. (34 CFR 77)

<sup>3</sup> Non-federal entity is defined as a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient. (2 CFR 200.69)

<sup>4</sup> Subgrantee is defined by TEA to be the same as a subrecipient which is defined as a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program; but does not include an individual that is a beneficiary of such program. (2 CFR 200.93) Subgrantee is defined in 34 CFR 77 as the legal entity to which a subgrant is awarded and that is accountable to the grantee for the use of the funds provided.

**PROGRAM GUIDELINES**

# Contact for Clarifying Information

## Program Contact

Julia Schacherl, Director  
Office of Information Technology Services [julia.schacherl@tea.texas.gov](mailto:julia.schacherl@tea.texas.gov)  
Phone: (512) 463-9745

## Funding Contact

Sarah Averill, Grant Manager, Grants Administration Division  
[sarah.averill@tea.texas.gov](mailto:sarah.averill@tea.texas.gov) Phone: (512) 463-8525

# US Department of Education and/or State Appropriations

The following is provided in compliance with the US Department of Education Appropriations Act:

Category	Amount
Total funds available for this project	\$200,000,000
Percentage to be financed with federal funds	100%
Amount of federal funds	\$200,000,000
Percentage to be financed from nonfederal sources	0%
Amount of nonfederal funds	\$0

## Grant Timeline

For all dates related to the grant, including reporting dates, see the [TEA Grant Opportunities](#) page. If a report due date falls on a weekend or holiday, the report will be due the following business day. All dates except the grant ending date may vary slightly as conditions require.

# Grant at a Glance

This section provides detailed information about the grant program.

## Program Purpose, Goals, and Objectives

The purpose of the Remote Learning Operation Connectivity-CV19 grant is to support Texas LEA purchases of eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic. Bulk purchases will require a local match, either from LEA funds or from local Coronavirus Relief Funds (CRF), as defined by TEA. This local match requirement may be waived by TEA in cases of significant hardship.

## Eligible Applicants

See the [General and Fiscal Guidelines](#), Eligibility Requirements.

Region 4 Education Service Center is the only eligible applicant for this grant.

## Shared Services Arrangement

See the [General and Fiscal Guidelines](#), Shared Services Arrangements.

Shared services arrangements (SSAs) are not allowed.

## Cost Share or Matching Requirement

See the [General and Fiscal Guidelines](#), Cost Share/Match Requirement.

There is no cost share or matching requirement imposed on Region 4 Education Service Center for this grant program. Per the Program Purpose, Goals, and Objectives stated above, LEAs who benefit from bulk purchases may be required to match, either from LEA funds or from local CRF funds.

## Supplement, Not Supplant

For supplement, not supplant guidance, see the Supplement, Not Supplant Handbook on the Grants Administration Division's [Administering a Grant](#) page.

The supplement, not supplant provision does apply to this grant program.

## Limitation of Administrative Funds

See the [General and Fiscal Guidelines](#), Administrative Costs.

NOTE: Administrative funds include **both** direct administrative costs **and** allowable indirect costs.

TEA limits the amount of funds that may be budgeted to administer this grant, including direct administrative costs and indirect costs, to no more than \$1,000,000 of the total grant awarded.

**PROGRAM GUIDELINES**

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To calculate the maximum indirect costs that can be claimed for a grant, complete the [Maximum Indirect Costs Worksheet](#), posted on the Administering a Grant page, under the Handbooks and Other Guidance section.

## Pre-Award Costs

See the [General and Fiscal Guidelines](#), Pre-Award Costs.

Pre-award costs are permitted, if requested, from May 21, 2020, to stamp-in date.

## Application Requirements and Assurances

This section identifies the two types of requirements in which applicants must comply to be eligible for funding:

- ▲ Statutory requirements (requirements defined in the authorizing statute)
- ▲ TEA program requirements (requirements defined by TEA program staff)

### Statutory Requirements

See the [General and Fiscal Guidelines](#), Statutory Requirements.

Per Section 22.0834 of the Texas Education Code (TEC), any person offered employment by any entity that contracts with TEA or receives grant funds administered by TEA (i.e., a grantee or subgrantee) is subject to the fingerprinting requirement. TEA is prohibited from awarding grant funds to any entity, including nonprofit organizations, that fails to comply with this requirement. For details, refer to the [General and Fiscal Guidelines](#), Fingerprinting Requirement.

The following requirements are defined in the statute that authorizes this program. The applicant must comply with each of these requirements in the application to be considered for funding:

1. Necessary expenditures must have been incurred due to COVID-19 pandemic, defined as actions taken to respond to the public health emergency which may include expenditures to respond directly to the emergency, or to second-order effects of the emergency.
2. Allowable costs cannot have been accounted for in the most recently approved budget as of March 27, 2020, defined as (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget or (b) the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation; without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency.
3. Allowable costs must be incurred May 21, 2020, through December 30, 2020, defined as when the entity has expended funds to cover the allowable cost.

### TEA Program Requirements

See the [General and Fiscal Guidelines](#), TEA Program Requirements.

In addition to the statutory requirements, TEA has established the following program requirements. The applicant must comply with each of these requirements in the application to be considered for funding:

**PROGRAM GUIDELINES**

1. Grant expenses will be to facilitate and administer the statewide bulk purchase program whereby providing a unique service to Texas LEAs to purchase eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic as described in the federal CRF guidance document as facilitating distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
2. Any grant funds not used in the bulk purchase program or administrative costs will be returned to TEA in a time and manner requested by TEA.
3. Grant administrative costs will be reasonable and necessary, not to exceed \$1,000,000, including indirect costs.
4. Grantee, with assistance from consultants, will negotiate the bulk procurement prices and order for the LEAs, provide shipping information to the vendors, and provide LEAs with appropriate guidance for asset tagging and inventorying of purchased equipment so that the LEA retains proper ownership and maintains documentation of the purchase.
5. TEA will make all determinations regarding apportionment of matching funds to LEAs and LEA orders, including vendors, product and service specifications and LEA financial participation. All order information will be provided by Region 4 and approved by TEA to be placed with vendors. TEA shall provide approval to Region 4 specifying any amendments to orders, including any changes to LEA recipients or LEA financial participation. Region 4 may rely on all TEA direction and approvals.
6. On behalf of TEA, Region 4 may, if needed on a temporary basis, enter into purchase agreements with vendors to procure and take title, if and as needed, of all ordered products and services. Region 4 may enter into sale, transfer or other agreements as appropriate with LEAs to transfer or assign any ownership or warranties of products and services.
7. Initial bulk orders shall be made by Region 4 to vendors as specified by TEA, and orders shall be modified as additional data is collected by TEA and Region 4 from LEAs. TEA shall provide funds to Region 4 sufficient to cover the full amount of any order placed that is not covered by funds actually received by Region 4 from LEAs not to exceed the initial total grant award of \$200,000,000. Except for the initial bulk orders, no orders shall be placed or modified by Region 4 until sufficient funds have been received from TEA and LEAs.
8. Region 4 shall not take any permanent ownership of products or services subject to this grant. Region 4 shall not be responsible for issuing asset tags on any devices. Region 4 shall not be responsible for warranting devices and shall have no liability to LEAs for any products or services procured under this grant. LEAs shall be required as a condition of participation to waive any liability against Region 4.
9. Grantee must keep records sufficient to demonstrate the amount of funds expended is in accordance with statute and these grant rules and guidelines.
10. Grantee must provide data and reporting information as required by TEA or the federal government in a time and manner requested by TEA.
11. Any grant funds requested as advanced payment must be placed in an interest-bearing account and must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses herein.
12. Grantee must collaborate and communicate with TEA in the time and manner requested by TEA.
13. Grantee may utilize noncompetitive procurement with these federal funds as authorized by TEA.

**PROGRAM GUIDELINES****Program-Specific Assurances**

See the [General and Fiscal Guidelines](#), Provisions and Assurances.

The program-specific assurances for this grant program are listed in the Application Part 1.

**Allowable Activities and Use of Funds**

See the [Administering a Grant](#) page for general guidance on allowable activities and use of funds.

Allowable activities and use of funds for this grant may include but are not limited to the following:

**General Allowable Activities and Use of Funds**

- Payroll costs
- Professional and contracted services
- Supplies and materials
- Other operating costs that do not require specific approval
- Capital outlay
- Reasonable and necessary administrative costs, including any consulting, legal, and temporary staff expenses.
- Other costs necessary to facilitate and administer the Remote Learning Operation Connectivity-CV19 program, whereby providing a unique service to Texas LEAs to purchase eLearning devices and home internet solutions to enable the remote learning of students during the COVID-19 pandemic, at reduced prices for LEAs.

**Unallowable Activities and Use of Funds**

In general, refer to the Budgeting Cost Guidance Handbook on the [Administering a Grant](#) page for unallowable costs.

In addition, unallowable activities and use of funds for this grant may include but are not limited to the following:

- Debt service (lease-purchase)
- Student field trips
- Advisory councils
- Cost of membership in any civic or community organization
- Hosting or sponsoring of conferences
- Out-of-state travel
- Travel costs for officials such as Executive Director, Superintendent, or Board Members
- Expenses for the State share of Medicaid.
- Damages covered by insurance

## PROGRAM GUIDELINES

- ✦ Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency (general ESC/LEA employees)
- ✦ Expenses that have been or will be reimbursed under any federal program are not eligible uses of CRF funds
- ✦ Reimbursement to donors for donated items or services
- ✦ Workforce bonuses other than hazard pay or overtime
- ✦ Severance pay
- ✦ Legal settlements
- ✦ Revenue replacement

## Performance Measures

The applicant agrees to collect data and report on the following mandatory performance measures:

1. Number of devices, by type, ordered on behalf of and delivered directly to LEAs.
2. Average number of days for LEAs to respond and complete agreements.
3. Average number of days for LEAs to pay Region 4 for their match on the bulk order.

## Federal Grant Requirements

### Equitable Access and Participation

See the [General and Fiscal Guidelines](#), Equitable Access and Participation.

This requirement does apply to this federally funded grant program.

### Private Nonprofit School Participation

See the [General and Fiscal Guidelines](#), Private Nonprofit School Participation.

This requirement does not apply to this federally funded grant program.

### Maintenance of Effort

See the [General and Fiscal Guidelines](#), Maintenance of Effort.

This requirement does not apply to this federally funded grant program.

# Attachments

See the following sections of the [General and Fiscal Guidelines](#):

- ✦ Required Fiscal-Related Attachments
- ✦ Required Program-Related Attachments

This section describes the two types of attachments that may be required to be submitted with the application: fiscal-related attachments and program-related attachments.

### **Required Fiscal-Related Attachments**

See the [General and Fiscal Guidelines](#), Required Fiscal-Related Attachments, for a general description of fiscal-related documents that can be required as attachments to the application.

### **Required Program-Related Attachments**

See the [General and Fiscal Guidelines](#), Required Program-Related Attachments, for a general description of program-related documents that can be required as attachments to the application.

No program-related attachments are required for this grant program.

V. CONSIDER APPROVAL OF BOARD SECRETARY'S APPOINTMENT AS AGENT  
FOR NOVEMBER 3, 2020 TRUSTEE ELECTION

# **NOTICE**

**GROESBECK INDEPENDENT SCHOOL DISTRICT  
AGENT FOR TRUSTEE ELECTION  
NOVEMBER 3, 2020**

**AGENT: DR. JAMES B. COWLEY  
SUPERINTENDENT  
TERESA BATTRICK  
ADMINISTRATIVE ASST.**

**OFFICE  
LOCATION: GENERAL ADMINISTRATION  
GROESBECK HIGH SCHOOL  
1202 N. ELLIS  
GROESBECK, TEXAS 76642**

**OFFICE HOURS: 8:00 A.M. – 4:00 P.M.**

**DURATION OF  
APPOINTMENT: JANUARY 31, 2021**

VI. DISCUSSION AND POSSIBLE ACTION ON GHS SEASON TICKETS, SALE OF  
TICKETS, SEATING AT GOAT STADIUM AND GHS VARSITY GYM  
VII. DISCUSSION AND POSSIBLE ACTION ON FIRST READING OF TASB POLICY  
EIC(LOCAL)

### PROPOSED REVISIONS

#### Consistent Application for Graduating Class

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

---

**Note:** The following provisions shall apply to students in the graduating class of 2021, 2022, and 2023.

---

#### Calculating Class Rank

Class rank shall be computed by using grade points for all academic courses for all four years (all three years for three-year graduates).

##### Exclusions

The following shall not be used in computing class rank: grades earned in choir or physical education, high school courses taken at the middle school level, classes that receive local credit, and athletics; or grades earned through credit by examination, concurrent enrollment courses, and certain distance learning and correspondence courses, as described below. ~~For students in the graduating classes of 2015, 2016, 2017, and 2018, grades earned in band are also excluded.~~

Courses taken through the Texas Virtual School Network (TxVSN) and state-approved correspondence courses taken through Texas Tech University and the University of Texas at Austin shall be included in calculating grade point average (GPA) and determining class rank. All other distance learning and correspondence courses are excluded.

#### Weighted Grade System

The District shall categorize and weight courses as either Advanced or Regular courses.

##### Advanced Courses

Pre-Advanced Placement (AP), AP, dual credit, University Interscholastic League (UIL) independent study courses, and other advanced courses designated in the student handbook shall be categorized and weighted as Advanced courses.

##### Regular Courses

All other courses shall be categorized and weighted as Regular courses.

##### Weighted Grade Point Average

The following grade average/grade points conversion chart shall be used:

##### Regular Courses

100	=	5.0 grade points
90–99	=	4.0–4.9 grade points
80–89	=	3.0–3.9 grade points
70–79	=	2.0–2.9 grade points

ACADEMIC ACHIEVEMENT  
CLASS RANKING

EIC  
(LOCAL)

69 or below = 0 grade point

Advanced Courses

100 = 6.0 grade points  
 90–99 = 5.0–5.9 grade points  
 80–89 = 4.0–4.9 grade points  
 70–79 = 3.0–3.9 grade points  
 69 or below = 0 grade point

Transferred Grades When a student transfers semester grades for eligible courses, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District.

*Transferred Letter Grades*

When a student transfers letter semester grades with no numerical equivalent from the sending school, the District shall convert the letter grades to numeric grades in accordance with the following chart, based on the lowest passing grade from the sending school:

Letter Grade	Numeric Equivalent	
	C- is lowest passing grade	D- is lowest passing grade
A+	98	98
A	95	95
A-	92	92
B+	88	88
B	85	85
B-	83	83
C+	78	79
C	75	77
C-	73	75
D+	69 if one semester; 65 if two semesters	74
D		72
D-		70

Letter Grade	Numeric Equivalent	
F		69 if one semester; 65 if two semesters

**Local Graduation Honors**

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the third ~~week of the fourth~~ nine-week grading period of the senior year.

**Honor Graduates**

All graduating seniors, including three-year graduates, who have maintained an average of 4.5 or better in all academic subjects and have completed the requirements of the foundation program with the distinguished level of achievement shall be considered honor graduates.

**Valedictorian / Salutatorian**

From among the honor graduates, the students having the highest and second-highest GPA shall be designated as valedictorian and salutatorian, respectively. To be eligible for valedictorian and salutatorian, students shall have been enrolled in the District high school for at least three years. Students sent to the alternative school for disciplinary reasons shall be ineligible for valedictorian and salutatorian.

*Tiebreaker*

If a tie exists for valedictorian, the District shall consider the final numerical average carried to four decimal places, the number of honors-level courses taken, and the total number of grade points earned in honors-level courses.

If a tie exists after all tiebreakers have been exhausted, co-valedictorians shall be named and no salutatorian shall be honored.

**Top Ten Percent**

All students whose GPAs make up the top ten percent of the graduating class and qualify for automatic admission under Education Code 51.803 shall be recognized. Eligibility standards required for the local procedure for determining valedictorian and salutatorian (or other local honor positions) shall not apply to the procedure for determining the top ten percent. The GPA shall be reported on the student's transcript and made available, when requested by the student, in accordance with the application deadline for the college or university. [See EIC(LEGAL)]

---

**Note:** The following provisions shall apply to students beginning with the graduating class of 2024.

---

**Calculation**

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken at any grade level, unless excluded below and only in the following courses:

- Up to eight semesters of English language arts, including:
  - English I
  - English II
  - English III or honors English language and composition
  - English IV, honors English literature, or another foundation advanced course meeting the English credit requirement;
- Up to six semesters of mathematics, including:
  - Algebra I
  - Geometry
  - Algebra II or another foundation advanced course meeting the mathematics credit requirement;
- Up to six semesters of science, including:
  - Biology
  - Chemistry or another foundation advanced course meeting the science credit requirement
  - Physics or another foundation advanced course meeting the science credit requirement;
- Up to eight semesters of social studies and economics, including:
  - World geography studies or honors world geography
  - World history studies or honors world history
  - United States history studies since 1877 or honors united states history

- United States government or honors U.S. government and politics
- Economics with emphasis on the free enterprise system and its benefits;
- Up to four semesters of languages other than English in the same foreign language.

The calculation shall include only the first attempt at any course included in the calculation.

**Exclusions**

The calculation of class rank shall exclude grades earned in:

- Summer school;
- Credit earned in the Fast Track program;
- A distance learning course, unless the course is either assigned to the student by the District or offered as a course option along with traditional District courses;
- A dual credit or concurrent enrollment course taken anywhere other than the District high school;
- Any local credit course;
- Any credit recovery course;
- Any independent study course; or
- Through credit by examination, with or without prior instruction.

**Weighted Grade System**

**Categories**

The District shall categorize and weight eligible courses as Dual Credit, Honors, and Regular in accordance with provisions of this policy and as designated in appropriate District publications.

***Dual Credit***

Eligible dual credit and OnRamps courses shall be categorized and weighted as Dual Credit courses.

***Honors***

Courses locally designated as honors shall be categorized and weighted as Honors courses.

***Regular***

All other eligible courses shall be categorized and weighted as Regular courses.

**Weighted Numerical Grade Average**

The District shall assign weights to semester grades earned in eligible courses and calculate a weighted numerical grade average, in accordance with the following:

Category	Weight
Dual Credit	multiplied by 1.2
Honors	multiplied by 1.1
Regular	multiplied by 1.0

All failing grades shall be multiplied by 1.0.

The District shall record unweighted numerical grades on student transcripts.

**Transferred Grades**

When a student transfers semester grades for courses that would be eligible under the Regular category and the District has accepted the credit, the District shall include the grades in the calculation of class rank.

When a student transfers semester grades for courses that would be eligible to receive additional weight under the District's weighted grade system, the District shall assign additional weight to the grades based on the categories and grade weight system used by the District only if an equivalent course is offered to the same class of students in the District.

**Transferred Letter Grades**

When a student transfers letter semester grades with no numerical equivalent from the sending school, the District shall convert the letter grades to numeric grades in accordance with the following chart, based on the lowest passing grade from the sending school:

Letter Grade	Numeric Equivalent	
	C- is lowest passing grade	D- is lowest passing grade
A+	98	98
A	95	95
A-	92	92
B+	88	88
B	85	85
B-	83	83
C+	78	79

Letter Grade	Numeric Equivalent	
C	75	77
C-	73	75
D+	69 if one semester; 65 if two semesters	74
D		72
D-		70
F		69 if one semester; 65 if two semesters

**Local Graduation Honors**

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the third nine-week grading period of the senior year.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. [See EIC(LEGAL)]

**Valedictorian and Salutatorian**

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must: ●

1. Have been continuously enrolled in the District high school beginning with at least the 31st day of instruction of the student's sophomore year; and
2. Have completed the foundation program with the distinguished level of achievement.

[For eligibility to speak at graduation, see FMH.]

**Breaking Ties**

In case of a tie in weighted GPAs or weighted numerical averages after calculation to the sixth decimal place, the District shall apply the following methods, in this order, to determine recognition as valedictorian: 0.

1. Count the number of Advanced courses taken by each student involved in the tie.
2. Calculate a weighted GPA using only Advanced courses taken by each student involved in the tie.

If the tie for valedictorian is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title of valedictorian and no salutatorian shall be honored.

If the tie for salutatorian in weighted GPAs or weighted numerical averages is not broken after calculation to the sixth decimal place, the District shall recognize all students involved in the tie as sharing the honor and title of salutatorian.

*Honor  
Graduates*

The District shall designate as honor graduates all students who have:

1. Completed the foundation program with the distinguished level of achievement; and
2. Maintained a weighted numerical grade average of 90 or above in semester grades included in class rank calculation.

**Highest-Ranking  
Graduate**

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

VIII. DISCUSSION AND POSSIBLE ACTION ON FIRST READING OF TASB POLICY  
FNA(LOCAL)

### ADD POLICY

**Student Expression  
of Religious  
Viewpoints**

The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

**Student Speakers at  
Nongraduation  
Events**

The District hereby creates a limited public forum for student speakers at all school events at which a student is to publicly speak. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion.

For purposes of this policy, a "school event" is a school-sponsored event or activity that does not constitute part of the required instruction for a segment of the school's curriculum, regardless of whether the event takes place during or after the school day.

For purposes of this policy, "to publicly speak" means to address an audience at a school event using the student's own words. A student is not using his or her own words when the student is reading or performing from an approved script, is delivering a message that has been approved in advance or otherwise supervised by school officials, or is making brief introductions or announcements.

**Introductory  
Speakers**

Student speakers shall be given a limited public forum to introduce:

1. Commencement activities outside of graduation ceremonies;
2. Athletic banquets;
3. High school assemblies; and
4. Varsity football games.

The forum shall be limited in the manner provided by this section on nongraduation events.

*Eligibility and  
Selection*

Students are eligible to use the limited public forum if they:

1. Are in the highest two grade levels of the school;
2. Volunteer; and
3. Are not in a disciplinary placement at the time of the speaking event.

Eligible students who wish to volunteer shall submit their names to the campus principal during the first full week of instruction each semester. Students are not eligible to volunteer if they are in a

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disciplinary placement during any part of the first full week of instruction. If there are no student volunteers, the District shall seek volunteers again at the beginning of the next semester.

The names of the students who volunteer to speak shall be randomly drawn until all names have been selected; the names shall be listed in the order drawn.

*Assignment of  
Introductory  
Speakers*

Each selected student shall be matched chronologically to the single event for which the student shall give the introduction. The list of student speakers shall be chronologically repeated as needed, in the same order. If no students volunteer or if the selected speaker declines or becomes ineligible, no student introduction will be made at the event.

The District shall repeat the selection process at the beginning of each semester.

*Content of  
Student  
Introductions*

The subject of the student introductions shall relate to the purpose of introducing the designated event. The student must stay on the subject. The student may not engage in speech that:

- Is obscene, vulgar, offensively lewd, or indecent;
- Creates reasonable cause to believe that the speech would result in material and substantial interference with school activities or the rights of others;
- Promotes illegal drug use;
- Violates the intellectual property rights, privacy rights, or other rights of another person;
- Contains defamatory statements about public figures or others; or
- Advocates imminent lawless action and is likely to incite or produce such action.

The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

*Disclaimer*

For as long as there is a need to dispel confusion over the fact that the District does not sponsor the student's speech, at each event in which a student shall deliver an introduction, a disclaimer shall be stated in written or oral form, or both, such as, "The student giving

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the introduction for this event is a volunteering student selected on neutral criteria to introduce the event. The content of the introduction is the private expression of the student and does not reflect the endorsement, sponsorship, position, or expression of the District."

Other Student  
Speakers

Certain students who have attained special positions of honor in the school have traditionally addressed school audiences from time to time as a tangential component of their achieved positions of honor, such as the captains of various sports teams, student council officers, class officers, homecoming kings and queens, prom kings and queens, and the like, and have attained their positions based on neutral criteria. Nothing in this policy eliminates the continuation of the practice of having these students, regardless of grade level, address school audiences in the normal course of their respective positions. The District shall create a limited public forum for the speakers and shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against a student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

**Student Speakers at  
Graduation  
Ceremonies**

Opening and  
Closing Remarks

The District hereby creates a limited public forum consisting of an opportunity for a student to speak to begin graduation ceremonies and another student to speak to end graduation ceremonies. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion.

The forum shall be limited in the manner provided by this section on student speakers at graduation.

*Eligibility*

Only students who are graduating and who hold one of the following positions of honor based on neutral criteria shall be eligible to use the limited public forum: valedictorian, salutatorian, and the senior class president, vice president, treasurer, reporter, and secretary. A student who shall otherwise have a speaking role in the graduation ceremonies is ineligible to give the opening and closing remarks. Students who are eligible shall be notified and given an opportunity to volunteer. Students are not eligible to volunteer if they were in a disciplinary placement during any part of the spring semester.

The names of the eligible students who volunteer shall be randomly drawn. The student whose name is drawn first shall give the opening and the student whose name is drawn second shall give the closing.

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*Content of  
Opening and  
Closing Remarks*

The topic of the opening and closing remarks shall be related to the purpose of the graduation ceremony and to the purpose of marking the opening and closing of the event; honoring the occasion, the participants, and those in attendance; bringing the audience to order; and focusing the audience on the purpose of the event.

Other Student  
Speakers

In addition to the students giving the opening and closing remarks, the valedictorian and salutatorian may have speaking roles at graduation ceremonies. For each speaker, the District shall set a maximum time limit reasonable and appropriate to the occasion and to the position held by the speaker. For this purpose, the District creates a limited public forum for these students to deliver the addresses. The subject of the addresses shall be related to the purpose of the graduation ceremony, marking and honoring the occasion, honoring the participants and those in attendance, and the student's perspective on purpose, achievement, life, school, graduation, and looking forward to the future.

The student shall stay on the subject, and the student shall not engage in speech that:

- Is obscene, vulgar, offensively lewd, or indecent;
- Creates reasonable cause to believe that the speech would result in material and substantial interference with school activities or the rights of others;
- Promotes illegal drug use;
- Violates the intellectual property rights, privacy rights, or other rights of another person;
- Contains defamatory statements about public figures or others; or
- Advocates imminent lawless action and is likely to incite or produce such action.

The District shall treat a student's voluntary expression of a religious viewpoint, if any, on an otherwise permissible subject in the same manner the District treats a student's voluntary expression of a secular or other viewpoint on an otherwise permissible subject and shall not discriminate against the student based on a religious viewpoint expressed by the student on an otherwise permissible subject.

*Disclaimer*

A written disclaimer shall be printed in the graduation program that states, "The students who shall be speaking at the graduation ceremony were selected based on neutral criteria to deliver messages

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(LOCAL)

of the students' own choices. The content of each student speaker's message is the private expression of the individual student and does not reflect the endorsement, sponsorship, position, or expression of the District."

**Religious  
Expression in Class  
Assignments**

A student may express his or her beliefs about religion in homework, artwork, and other written and oral assignments free from discrimination based on the religious content of the student's submission. Homework and classroom work shall be judged by ordinary academic standards of substance and relevance and against other legitimate pedagogical concerns identified by the school. A student shall not be penalized or rewarded because of religious content. If a teacher's assignment involves writing a poem, the work of a student who submits a poem in the form of a prayer (for example, a psalm) should be judged on the basis of academic standards, including literary quality, and not penalized or rewarded because of its religious content.

**Freedom to Organize  
Religious Groups  
and Activities**

Students may organize prayer groups, religious clubs, "see you at the pole" gatherings, and other religious gatherings before, during, and after school to the same extent that students are permitted to organize other noncurricular student activities and groups. [See FNAB] Religious groups shall be given the same access to school facilities for assembling as is given to other noncurricular groups, without discrimination based on the religious content of the groups' expression. If student groups that meet for nonreligious activities are permitted to advertise or announce the groups' meetings, for example, by advertising in a student newspaper, putting up posters, making announcements on a student activities bulletin board or public address system, or handing out leaflets, school authorities shall not discriminate against groups that meet for prayer or other religious speech. School authorities may disclaim sponsorship of noncurricular groups and events, provided the disclaimer is administered in a manner that does not favor or disfavor groups that meet to engage in prayer or other religious speech.

IX. DISCUSSION AND POSSIBLE ACTION ON FIRST READING OF TASB POLICY

UPDATE 115; that includes the following policies, BF(LOCAL): BOARD POLICIES; DED(LOCAL): COMPENSATION AND BENEFITS - VACATIONS AND HOLIDAYS; DIA(LOCAL): EMPLOYEE WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION; DMD(LOCAL): PROFESSIONAL DEVELOPMENT - PROFESSIONAL MEETINGS AND VISITATIONS; EI(LOCAL): ACADEMIC ACHIEVEMENT; FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY; FD(LOCAL): ADMISSIONS; FEB(LOCAL): ATTENDANCE - ATTENDANCE ACCOUNTING; FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT; FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION; FMF(LOCAL): STUDENT ACTIVITIES - CONTESTS AND COMPETITION; FNG(LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES; GF(LOCAL): PUBLIC COMPLAINT

X. DISCUSSION AND ACTION ON CONSENT AGENDA ITEMS

A. Tri-County Cooperative for the Visually Impaired Agreement

## TRI-COUNTY COOPERATIVE FOR THE VISUALLY IMPAIRED

The Freestone-Navarro Bi-County Cooperative (and its member districts), the Corsicana Independent School District, the Groesbeck Independent School District, the Coolidge Independent School District, and the Mexia Independent School District agree to cooperatively operate their educational program for children with visual impairments, as the Tri-County Cooperative for the Visually Impaired (hereinafter "Co-op"). Although the Texas Legislature repealed Texas Education Code §29.006, which provided for Texas Education Agency (TEA) oversight of special education shared services arrangements, the member districts party to this Agreement wish to continue cooperatively operating their educational program for special education students with visual impairments on the basis of this Agreement.

### General Covenants and Provisions

1. The purpose of the cooperative is to effectively provide special education programs for the visually impaired, bring about a better understanding of the special education programs for the visually impaired as it relates to Co-op, to make all Co-op member districts aware of their responsibilities and obligations to the Co-op and to visually impaired children.
2. The special education program will be operated in compliance with all applicable federal and state law and regulations, Co-op policies approved by the Co-op management Board, acting on behalf of its member districts, Co-op administrative procedures, and requirements for other categorically specially funded programs in which the Co-op may participate.
3. The special education programs for the visually impaired will be monitored and continuously improved as necessary to meet Texas Education Agency requirements and the effectiveness of the special education programs for the visually impaired will be evaluated as part of the required annual performance report.

### Management

4. The Co-op will be governed by a management board (hereinafter "Board") composed of the superintendent of the fiscal agent of Freestone-Navarro Bi-County Cooperative as the authorized representative of the boards of trustees of its respective member districts, and the superintendents of the Corsicana Independent School District, Groesbeck Independent School District, Coolidge

Independent School District, and Mexia Independent School District, as the authorized representatives of their respective boards of trustees. Superintendents and/or designated personnel shall attend the regularly scheduled Board meetings. Superintendents shall keep their respective management boards, member districts' superintendents, and Board of Trustees, as appropriate, advised of Board actions. By executing this Agreement, the undersigned warrant and certify that they have authority to enter into this Agreement, and that they have authority to act on behalf of their respective management boards, member districts' superintendents, and Board of Trustees.

5. The Superintendent of the fiscal agent district of Freestone-Navarro Bi-County Cooperative, or his/her designee, will be the chairman of the board and shall regularly schedule Board meetings. The director of the Freestone-Navarro Bi-County Special Education Cooperative, or his/her designee, shall serve as the secretary of the Board and keep minutes of the meetings.

6. Actions shall require the approval of a majority of a quorum of the Board.

7. Additional powers and duties of the Board shall be determined by Co-op policy, which shall reflect the mutual agreement of all member districts and their respective boards of trustees, through their representatives.

8. The chief administrator of the Co-op will be the Director of the Freestone-Navarro Bi-County Special Education Cooperative. The Director shall have the responsibility of preparing the budget for the Co-op, which must be approved by the Board.

9. The members will employ personnel for special education services in their districts and provide suitable facilities for special education staff serving the members as determined by their local board. Personnel employed exclusively by a district will be under contract to that district and subject to that member's personnel policies. Personnel who serve more than one member district shall serve under contract with the fiscal agent district and be subject to the personnel policies of the fiscal agent district, although such employees shall be selected by the Board, and the conditions of their employment, including salary schedule and travel regulations, shall be determined by the Board. After the Board selects an employee that shall serve more than one member district, the fiscal agent shall issue such employee a contract on behalf of the Co-op.

#### Fiscal Agent

10. The fiscal agent for the Co-op shall be the Fairfield Independent School District, an accredited K through 12th grade school district, chosen by the Board

among its members. The fiscal agent district shall be responsible for applying for receiving, collecting, expending and distributing all funds, regardless of source, in accordance with the budget adopted by the Board, and issuing employment contracts to employees serving more than one member district. Additionally, the fiscal agent shall provide accounting services, reports, Co-op records, suitable facilities for special education administrative and support staff, and perform any other responsibilities provided in Co-op policies. The Board may decide to make a change in the fiscal agent district by majority vote.

11. The fiscal agent district shall prepare and submit, on behalf of the Co-op, any reports required by federal or state law or Co-op policy.

12. The fiscal agent district shall maintain fiscal records and personnel records and payroll systems for itinerant Co-op staff.

13. The fiscal agent shall have a complete audit performed of all accounts. A copy shall be furnished to each member district upon request.

14. The fiscal agent district will negotiate contracts with nonpublic schools, governmental agencies, or other school districts for special education and related services for disabled students in accordance with the law and with the approval of the Board and/or member districts as provided in Co-op policy.

15. The fiscal agent must notify other members of any intention to withdraw as fiscal agent of the Co-op by October 1 preceding the end of the last fiscal year it intends to serve as fiscal agent. After a satisfactory independent audit of the Co-op's accounts, the transfer of fiscal agent status to another member district will become effective July 1.

16. The fiscal agent district shall be responsible for providing automotive insurance for school-owned vehicles used by itinerant employees and workers compensation insurance for itinerant employees. In addition, the fiscal agent shall be responsible for providing automotive insurance for any Co-op vehicles in which students are transported. The vehicle insurance must cover all Co-op students transported in the vehicles. The cost of such insurance will be an administrative cost.

### Members

17. Each member shall remit Co-op budgeted state and federal funds earmarked for the special education Co-op to the fiscal agent district. Each member district's share of student service costs for the fiscal year shall be determined by averaging the member district's Visually Impaired (VI) population

(i.e., students eligible under IDEA under the VI eligibility category) in the previous three school years, as reported in the snapshot date for each district.

18. The Co-op will operate on a budget prepared by the Director of the Freestone-Navarro Bi-County Special Education Cooperative and approved by the Board. Such budget shall ensure that member districts' have the resources necessary to provide their visually impaired students with a free appropriate public education as required by law.

19. Administrative costs, any legal costs, actual damages, court costs, attorneys' fees, and other uncontrollable costs incurred by the Co-op, shall be equally divided among member districts.

20. Cost of day-school or residential placement for a visually impaired student shall be the sole responsibility of the district within which the child requiring such a placement resides, except as provided in individual cooperative shared services agreements. The Co-op shall not be responsible for the costs of day-school or residential placements, but may assist a member in applying for TEA discretionary funding, as needed.

21. The member districts agree to take responsibility for providing adequate facilities for the operation of the special education program for the visually impaired that are comparable to facilities provided for other education programs.

22. The member districts agree to cooperate with the fiscal agent to maintain proper fiscal and personnel records.

23. A member district may withdraw from the Co-op by notifying the other member districts of its intention to withdraw by the October 1 preceding the last fiscal year the member district intends to remain in the Co-op. Upon withdrawal of individual member districts, the value of the Co-op's assets, after liabilities, shall be equally divided. All material and equipment coded specifically to the withdrawing member district will remain with that district. Other material and equipment bought with Co-op funds will remain the property of the remaining districts in the Co-op, per Co-op policy. The withdrawing member district will be entitled to a percentage of the Co-op's unallocated fund balances based on the contribution formula in effect during the last year of membership. Funds will be distributed after the annual financial audit is completed by the fiscal agent's auditors. The withdrawal will take effect on July 1 after the above notice has been properly given.

24. Member districts will insure against or be responsible for the legal costs, actual damages, court costs and attorneys' fees of individual employees under

contract to the member district and subject to that member district's personnel policies that result from an act or omission by the employee deemed to be in the course and scope of his/her duties or employment on behalf of the district or the Co-op arising from a cause of action for negligence. Damages awarded against an employee arising from a willful or wrongful act or omission constituting gross negligence or official misconduct shall not be paid.

25. Member districts will insure district vehicles used in the transportation of disabled children for the statutory maximum limits of school district liability for motor vehicle accidents.

26. Legal costs, actual damages, court costs and attorneys' fees awarded in litigation and not covered by insurance will be the sole responsibility of the member district of which the student bringing the litigation is a legal resident (or the member district that has accepted the student as a transfer student), with no joint and several liability of member districts. If no individual students or individual district or districts are named petitioners/plaintiffs or respondents/defendants in the litigation, or the legal costs incurred are not associated with litigation, said legal costs would be divided equally among the members as administrative costs.

#### Terms of Agreement

27. This agreement upon proper execution will be effective July 1, 2020. Thereafter it will be automatically renewed each subsequent July 1<sup>st</sup> unless notice of withdrawal or dissolution is given other member districts under the terms of this agreement.

28. Dissolution of this cooperative agreement shall require an affirmative vote of three of the five members of the Co-op Board. Upon dissolution, the Co-op's funds, after any charges or liability, will be divided equally among the member districts. The dissolution will take effect on the July 1 after the first January 1 following the dissolution vote. All materials coded to a specific education room will remain the property of that campus. All material and equipment coded to the SERS of the Co-op will be divided according to the student and teacher needs of each individual campus. Building and capital outlay items will be offered for auction among the member districts first and then at public auction. All sales proceeds will be divided equally.

Groesbeck Independent School District

\_\_\_\_\_  
Superintendent, Groesbeck ISD

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

\_\_\_\_\_  
President, Board of Trustees

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

B. Waco Independent School District Memorandum of Understanding Greater Waco  
Advanced Academies



WACO INDEPENDENT SCHOOL DISTRICT

Waco Independent School District  
Memorandum of Understanding  
Greater Waco Advanced Academies

Waco Independent School District (“WISD”) and the Partner Independent School Districts (individually “Partner ISD”), enter the following Memorandum of Understanding for the 2020-2021 school year regarding the Greater Waco Advanced Manufacturing Academy (“GWAMA”) and Greater Waco Advanced Healthcare Academy (“GWAHCA”) (individually “Academy” and collectively “Academies”)

Now therefore, the parties to the Memorandum of Understanding mutually agree to the following:

**I. Purpose:**

Whereas WISD operates *GWAMA* and *GWAHCA* as two magnet schools with the purpose of the *Academies* being to:

- a. provide all students with the opportunity to meet challenging academic content and student academic achievement standards;
- b. support the development and design of innovative education methods and practices that promote diversity and increase choices in public education programs;
- c. support capacity development (the ability of a school to help all its students meet more challenging standards) through professional development and other activities that will enable the continued operation of the *Academies* at a high performance level after funding ends;
- d. Support the implementation of courses of instruction in the *Academies* that strengthen students’ knowledge of academic subjects and their grasp of tangible and marketable vocational skills.

**II. Student Eligibility Requirement:**

- a. In order to apply to enroll in either of the *Academies* a student must have Sophomore, Junior or Senior standing at a Partner ISD;
- b. A student must have the written approval of his/her Partner ISD in order to apply to enroll in either of the *Academies*; and
- c. A student must have completed the application to enroll in either of the *Academies*.

### III. Academic Calendar for the *Academies*

- a. The *Academies* will follow the WISD academic calendar for the 2020-2021 school year. This will apply to grades, attendance, holidays, etc.
- b. If a Partner ISD academic calendar differs from the WISD academic calendar, it is the responsibility of the Partner ISD to submit a copy of their academic calendar to WISD prior to the start of the 2020-2021 school year.

### IV. Grades

- a. The *Academies* will submit each student's grades to the student's home campus at each student's sending Partner ISD, respectively, based on the WISD academic calendar.
- b. The *Academies* will provide access for grades at all times to each Partner ISD for all students enrolled from the Partner ISD.
- c. If the grading cycle of a Partner ISD is different from the WISD grading cycle, then the Partner ISD may give an incomplete until the WISD grading cycle is completed.
- d. Each Partner ISD will provide written notification to the *Academies* prior to the start of the 2020-2021 school year on how the Partner ISD prefers the grades for any of its students enrolled in either of the *Academies* to be reported. If a Partner ISD is on a different grading cycle, it is likely that that Partner ISD's students' grades will be different than when the grade is determined using the Partner ISD's calendar due to lack of six-weeks test, etc.

### V. Attendance

- a. All students enrolled in either of the *Academies* from a Partner ISD are expected to attend the *Academy* of enrollment for the entire school year. Students will not be permitted to withdraw from an *Academy* without Partner ISD and *Academy* written approval.
- b. In the event a student enrolled in either of the *Academies* becomes pregnant during the school year, WISD may require a medical release/authorization approving that student's continued attendance/participation in the *Academy*.
- c. In the event a student enrolled in either of the *Academies* is unable to continue attending the *Academy* due to medical/health reasons (including, but not limited to pregnancy) the sending Partner ISD will be responsible for providing any homebound and/or pregnancy related services to that student.

- d. The *Academies* will submit student attendance to each student's home campus weekly.
- e. Students are expected to attend the *Academies* according to the WISD academic calendar.
  - i. For instance, if a Partner ISD is not in school, but WISD is, then Partner ISD's students are expected to be present at the *Academy* in which the student is enrolled.
  - ii. If WISD has a scheduled student holiday, but a Partner ISD does not, students from that Partner ISD will not attend either of the *Academies* on the WISD scheduled student holiday.
  - iii. If a student from a Partner ISD has a school related event causing the student to be absent from one of the *Academies*, the Partner ISD will notify the *Academy* (in which the absent student is enrolled) as soon as confirmation of the event and the student's participation has occurred.

## VI. Tuition and Billing

- a. WISD will bill the Partner ISD for the cost of tuition – (\$3,200 per student for the 2020 – 2021 school year), and a building use fee of \$600 per student for the 2020 – 2021 school year. Totaling \$3800.
  - i. Student tuition will be prorated in the event a student moves out of the Partner ISD's attendance zone.
  - ii. If a student is removed for disciplinary reasons, the student's tuition will not be prorated based on the number of days enrolled.
  - iii. If a student wishes to withdraw for personal reasons, tuition will not be prorated.
    - 1. WISD reserves the right to make exceptions on the proration rules set forth above regarding disciplinary and personal withdrawals as determined by Campus Director of each of the *Academies*.
  - iv. The \$600 building fee will not be prorated in any event.
  - v. Invoices will be calculated for each student enrolled from each partner ISD. After the 10<sup>th</sup> class day of the 2020 – 2021 academic school year, the full fee of \$3,800 (\$3,200 + \$600) will be charged and billed to the student's ISD.

- vi. An Invoice will be mailed out to each Partner ISD for each student enrolled (from the Partner ISD) at either *Academy* during the 2020– 2021 school year. Invoices will be mailed after completion of the first six week grading cycle of WISD. Payment will be due in two installments with ½ of the tuition and all of the building fee due by October 31, 2020 and the remaining ½ of the tuition due by January 31, 2021.

**VII. Other Fees**

- a. Any and all fees for Dual Credit, certification, background checks, fingerprinting, drug screening, required immunizations, or health tests required will be paid by the student or the sending Partner ISD, as determined by Partner ISD administration.

**VIII. Course Offerings**

- a. The *Academies* will provide a course list to Partner ISDs prior to the start of the 2020-2021 school year.

**IX. Discipline**

- a. It is the expectation that students will maintain the highest level of discipline and safety at the *Academies*. It is the expectation that each Partner ISD will support the *Academies* in maintaining discipline. Discipline enforcement will be the responsibility of the sending Partner ISD for its students enrolled in either of the *Academies*. The *Academies* will use a discipline model that, to the extent feasible, simulates practices for employees in current professional workplaces. Representatives from the *Academies* will provide a detailed report for each student to the student’s home campus of the Partner ISD for that campus to use in making a decision on a discipline incident. Partnering districts are expected to enforce their normal disciplinary rules to students of the *Academies*.
- b. The *Academies* reserve the right to remove a student at any time for disciplinary reasons.

**X. Special Education/504**

- a. It is ultimately the responsibility of the Partner ISD to ensure that a student’s IEP is implemented as written, as well as to conduct all student ARD and 504 meetings.

- b. Prior to the start of the school year, each Partner ISD will provide written notification to each of the *Academies* of all Special Education and 504 students from that Partner ISD.
- c. Each Partner ISD agrees to send all IEPs for its students enrolled in either of the *Academies* to the appropriate *Academy* prior to August 10, 2020.
- d. The *Academies* will implement the IEP as written with one exception; it is the responsibility of the sending Partner ISD to provide additional staff support if designated in a student's IEP.
- e. Each sending Partner ISD agrees to invite an *Academy* representative (from the *Academy* in which a particular student is enrolled) to attend and offer feedback for all student ARD and 504 meetings.

#### **XI. Partner ISD's Responsibilities**

Each Partner ISD understands and agrees that it is making a commitment to work collaboratively to achieve project goals, and to:


- a. Support and utilize the *Academies*;
- b. Aid in recruiting a target number of students based upon a predetermined percentage, and using a lottery system that supports desegregation of minority student groups;
- c. Support the Magnet Schools Assistance Program grant and project philosophy to reduce minority group isolation, build institutional capacity to increase Industrial Science I Career and Technology course credits, increase parental involvement, improve academic achievement, and increase Postsecondary success for students in the greater Waco area;
- d. Provide transportation for accepted students to and from the *Academies* and to and from the sending Partner ISD;
- e. Ensure students enrolled at the *Academies* are provided the opportunity to have breakfast and lunch at a student's home campus within the sending Partner ISD;
- f. Share student data with WISD and/or External Evaluator including, but not limited to, test data on students for the purposes of completing evaluations of the Magnet Schools Assistance Program grant;
- g. Agree to work with the *Academies* to accept course credits earned by students.

**XII. Multiple Counterparts and Facsimile**

This Memorandum of Understanding may be executed in separate or multiple counterparts by the parties, each of which shall be deemed to be an original. All of such counterparts shall be considered as one and the same instrument notwithstanding the fact that various counterparts are signed by only one of the parties, and all such copies shall be considered as one and the same Memorandum of Understanding. In addition, any true and correct photocopy or facsimile copy of this Memorandum of Understanding together with any signatures on such documents transmitted by

any of the parties shall be deemed to be originals and may be utilized by any party for any purpose whatsoever, including any proceedings relating to this Contract. Upon request by any party, any counterpart, photocopy or facsimile copy shall be substituted with the actual signed copy or be executed by the parties without effecting the effective date or actual execution dates.

WACO ISD

By   
**Dr. Susan Kincannon, WISD Superintendent**

Date 7/27/20

PARTNER ISD

By \_\_\_\_\_  
**Superintendent, Groesbeck ISD**

Date \_\_\_\_\_

C. Donation

XI. EXECUTIVE SESSION

A. Personnel Resignations, Leave of Absences or Reassignments (Tex.Gov't 551.074)

B. Review Recommendation for Employment (Tex.Gov't 551.074)

XII. RECONVENE IN OPEN MEETING

XIII. DISCUSSION AND POSSIBLE ACTION ON MATTERS DISCUSSED IN  
EXECUTIVE SESSION

A. Personnel Resignations, Leave of Absences, or Reassignments

B. Recommendation for Employment

I. Other Personnel Positions as Needed

XIV. ADJOURNMENT