

Agenda of Regular Meeting

The Board of Trustees Groesbeck ISD

A Regular Meeting of the Board of Trustees of Groesbeck ISD will be held May 17, 2021, beginning at 6:00 PM in the Groesbeck High School Conference Room
1202 North Ellis
P. O. Box 559
Groesbeck, TX 76642-2111.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference or telephone call. At least a quorum of the board will be participating by videoconference or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor. Members of the public may participate in this meeting by the following ways:

Join Zoom

Meeting: <https://us04web.zoom.us/j/78000282607?pwd=MHd6Q3FmOVNISVAvZjFlejVqZXNwdz09>

Meeting ID: 780 0028 2607 Passcode: USe133 or join by phone 1-916-245-2056 (PIN: 900 975 636#)

Public comments related to this meeting will be handled as follows: Public comments may be submitted by phone by leaving a voice mail at (254) 729-4136 until 3:00 p.m. or by emailing [Teresa Battrick](mailto:t.battr@groesbeckisd.net) (t.battr@groesbeckisd.net). The audio comments will be played for the members of the Board or transcribed and read verbatim to the Board at the public comment section of the agenda. Emails will be read to the Board. A modified version of the public comment regulation consistent with the Attorney General's guidance will remain in effect until the Governor's order on the suspension of certain portions of the Texas Open Meetings Act is lifted or modified. Members of the public who desire to address the Board regarding an item on this agenda must comply with the registration procedures and modified regulation available on the District's website under "Modified Public Comment Regulation". For more information about public comments, see policy BED.

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. OFFICIAL PRESIDING OVER BOARD MEMBER SWEAR IN FOR OFFICE

III. EXECUTIVE SESSION

A. Deliberation Regarding Level III Parent/Student Complaint (Tex. Gov't 551.082)

B. Consultation with Attorney (Tex. Gov't 551.071)

IV. RECONVENE

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

A. Action on Level III Parent/Student Complaint

VI. PUBLIC COMMENT (Agenda/Non-Agenda Items)

VII. REORGANIZATION OF THE BOARD OF TRUSTEES

VIII. DISTRICT INFORMATION

IX. PUBLIC HEARING: AMERICAN RESCUE PLAN (ARP) ACT THROUGH THE ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF III (ESSER III) FUND

X. DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF AMERICAN RESCUE PLAN (ARP) ACT THROUGH THE ELEMENTARY AND SECONDARY SCHOOL EMERGENCY RELIEF III (ESSER III) FUND AND RESOLUTION OF THE BOARD REGARDING ESSER III AND POLICY CB(LOCAL), STATE AND FEDERAL REVENUE SOURCES 3

Resolution of the Board Regarding ESSER III and Policy CB(LOCAL), State and Federal Revenue Sources

WHEREAS, on April 28, 2021, TEA notified school districts of the opportunity to apply for their allocation of the Elementary and Secondary School Emergency Relief III (ESSER III) Fund, which should be used to respond to the pandemic and to address student learning loss as a result of COVID-19;

WHEREAS, TEA published guidance regarding how these funds can be used and local compliance requirements school districts must follow, including a recommendation that districts develop local board policy to address how the district will provide the required public notice regarding federal grants and awards for consistency;

WHEREAS, Texas Education Code 11.151 gives the Board of Trustees the exclusive power and duty to govern and oversee the management of the public schools of the District; and

WHEREAS, the Board finds that a need exists to adjust local policy provisions to address public notice for federal grants and awards and approval of required grant plans;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Groesbeck Independent School District adopts the following text for inclusion at CB(LOCAL), State and Federal Revenue Sources:

- The District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.
- Approval of required grant and award plans shall be by the Superintendent.

The change to CB(LOCAL) is effective based on the adoption date of this resolution.

Adopted this 17th (*date*) day of May (*month*), 2021 (*year*), by the Board of Trustees.

Presiding Officer

Secretary

XI. DISCUSSION AND POSSIBLE ACTION ON AUTHORIZING SUPERINTENDENT TO HIRE PERSONNEL AND ISSUE CONTRACTS FROM MAY 18, 2021 THROUGH AUGUST 16, 2021

XII. DELIBERATION AND POSSIBLE ACTION TO DETERMINE THE PREVAILING WAGE RATE FOR 2021 PUBLIC WORKS PROJECTS

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**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
PREVAILING WAGE RATE DETERMINATION
CALENDAR YEAR 2021 PUBLIC WORKS PROJECTS**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) will be undertaking various public works projects that will begin during the 2021 calendar year (the “2021 Public Works Projects”); and

WHEREAS, Chapter 2258 of the Texas Government Code requires the Board of Trustees (“Board”) of GISD to determine the general prevailing wage rate in the locality where the 2021 Public Works Projects will be constructed.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The GISD Board of Trustees further determines that the prevailing wage rate in Groesbeck ISD for the 2021 Public Works Projects is as determined by the United States Department of Labor in its Wage Rate General Decision # TX20210213 for Limestone County, Texas and dated May 7, 2021, and incorporated herein as Exhibit “A” to this Resolution.
3. The GISD Board of Trustees further determines that the prevailing wage rate for the 2021 Public Works Projects for legal holiday and overtime work is the rate of one and one-half times the prevailing wage rate determined above.
4. If the wage rate is updated by the United States Department of Labor prior to the publication of the solicitation for a 2021 Public Works Project, then the United States Department of Labor Wage Rate Decision for Limestone County, Texas that is applicable at the time of the initial publication of the solicitation shall be substituted for the above-specified wage rate, both for regular wages and for legal holiday and overtime wages.
5. This Resolution shall take effect immediately.

PASSED, ADOPTED, and APPROVED this 17th day of May, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

"General Decision Number: TX20210213 05/07/2021

Superseded General Decision Number: TX20200213

EXHIBIT A

State: Texas

Construction Type: Building

Counties: Lee, Limestone, Newton, San Augustine, Shelby and Washington Counties in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021
2	05/07/2021

ASBE0021-007 08/01/2017

LIMESTONE, SAN AUGUSTINE, AND SHELBY COUNTIES

	Rates	Fringes
Heat and Frost Insulator/Asbestos Worker.....	\$ 25.87	7.23

ASBE0022-003 12/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 24.52	14.17

ASBE0087-005 03/02/2020

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Lee County

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 23.97	10.79

ASBE0112-001 03/14/2017		

Newton County

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 26.13	8.03

BOIL0074-007 01/01/2017		

Lee, Limestone, and Washington Counties

	Rates	Fringes
Boilermaker.....	\$ 28.00	22.35

BOIL0587-005 01/01/2017		

Newton, San Augustine, and Shelby Counties

	Rates	Fringes
Boilermaker.....	\$ 28.00	22.35

CARP0551-007 04/01/2016		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 23.05	8.78

IRON0084-004 06/01/2020		

Washington County

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 25.26	7.13

IRON0135-003 09/01/2018		

Newton and San Augustine Counties

	Rates	Fringes
IRONWORKER, REINFORCING AND STRUCTURAL.....	\$ 31.85	12.14

IRON0263-024 06/01/2017		

Shelby County

	Rates	Fringes
Ironworker, reinforcing and structural.....	\$ 23.25	8 7.32

IRON0482-010 06/01/2020

Lee and Limestone Counties

	Rates	Fringes
IRONWORKER, STRUCTURAL AND REINFORCING.....	\$ 24.05	6.78

LAB00154-005 05/01/2008

Lee County

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 12.98	3.49

LAB00154-019 05/01/2008

Newton, San Augustine, and Washington Counties

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.53	3.49

LAB00154-025 05/01/2008

Limestone and Shelby Counties

	Rates	Fringes
Laborers: (Mason Tender - Cement/Concrete).....	\$ 14.25	2.90

PLUM0068-005 10/01/2020

	Rates	Fringes
PLUMBER		
Lee & Washington Counties...	\$ 36.15	11.88
Newton, San Augustine, & Shelby Counties.....	\$ 36.15	11.88

PLUM0100-007 11/01/2017

SAN AUGUSTINE & SHELBY COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 29.09	11.51

* PLUM0529-003 04/01/2021

Limestone County

	Rates	Fringes
Plumber.....	\$ 28.24	11.46

SUTX2009-100 04/20/2009

Rates Fringes

BRICKLAYER.....	\$ 18.00	0.00
CARPENTER, Includes Acoustical Ceiling Installation, Batt Insulation, and Metal Stud Installation (Excludes Drywall Hanging, and Form Work).....		
	\$ 15.13	2.63
CEMENT MASON/CONCRETE FINISHER...	\$ 12.09	0.00
DRYWALL HANGER.....	\$ 13.89	1.00
ELECTRICIAN.....	\$ 18.06	4.87
LABORER: Common or General.....	\$ 9.24	0.00
LABORER: Landscape & Irrigation.....	\$ 8.50	0.22
LABORER: Mason Tender - Brick...	\$ 12.02	0.00
LABORER: Mortar Mixer.....	\$ 12.00	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....		
	\$ 14.67	0.47
OPERATOR: Bulldozer.....	\$ 13.00	0.35
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58	0.00
OPERATOR: Loader (Front End)....	\$ 10.54	0.00
PAINTER: Brush, Roller and Spray.....	\$ 11.75	0.00
ROOFER.....	\$ 13.64	1.80
SHEET METAL WORKER.....	\$ 17.00	0.00
TILE SETTER.....	\$ 15.00	0.00
TRUCK DRIVER.....	\$ 10.68	0.34

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

 WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an

interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

**XIII. DELIBERATION AND POSSIBLE ACTION TO AFFIRM PRIOR ACTIONS
AND TO DELEGATE AUTHORITY TO SUPERINTENDENT TO SELECT AND
CONTRACT WITH JOB ORDER CONTRACTOR(S) FOR THE CULINARY ARTS
PROJECT**

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**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
AFFIRMING PRIOR ACTIONS AND
DELEGATION OF AUTHORITY TO SUPERINTENDENT REGARDING
SELECTION OF JOB ORDER CONTRACTOR(S) AND
CONTRACTING WITH JOB ORDER CONTRACTOR(S)
CULINARY ARTS RENOVATION PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is continuing to undertake a project of renovating a building to serve as the Culinary Arts Building (the “Culinary Arts Renovation Project” or “Project”); and

WHEREAS, the Board of Trustees of Groesbeck Independent School District (the “Board”) previously determined that job order contracting through an interlocal agreement was the procurement method that provides the best value to the District for the Culinary Arts Renovation Project and delegated authority to the Superintendent to select the purchasing cooperative from which job order contractor(s) are to be selected; and

WHEREAS, the District had previously contracted with Lochridge-Priest, Inc. as the job order contractor for the “Kitchen Area” portion of the Culinary Arts Renovation Project; and

WHEREAS, the Board has elected to proceed forward on additional portions of the Culinary Arts Renovation Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Board of Trustees of Groesbeck Independent School District affirms its previous resolution selecting job order contracting through an interlocal agreement as the Culinary Arts Renovation Project’s delivery/procurement method and affirms that this selection includes all portions of the Project.
3. The Board of Trustees of Groesbeck Independent School District affirms its previous delegation of authority to the GISD Superintendent to select the purchasing cooperative from which job order contractor(s) are to be selected and affirms that this delegation includes all portions of the Culinary Arts Renovation Project.
4. The Board of Trustees of Groesbeck Independent School District hereby delegates to the GISD Superintendent of Schools, with regard to the remaining portions of the Culinary Arts Renovation Project, the authority to (a) select the job order contractor(s) for the remaining portions of the

Project, (b) negotiate the terms and conditions and finalize the contract(s) with job order contractor(s) (the "Contract(s)") (whether through himself, the Superintendent's designee, the GISD legal counsel, or otherwise) in an amount not to exceed \$500,000.00, (c) execute the Contract(s) in the name and on behalf of the District and the GISD Board of Trustees, and (d) issue or authorize the issuance of purchase orders as necessary for the remaining portions of the Culinary Arts Renovation Project.

5. This Resolution shall take effect immediately.

PASSED and ADOPTED the 17th day of May, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**XIV. DELIBERATION AND POSSIBLE ACTION TO DETERMINE/SELECT
PROCUREMENT METHOD FOR THE COMPETITION GYM FLOORING
PROJECT AND DELEGATING AUTHORITY TO THE SUPERINTENDENT**

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**RESOLUTION OF THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL
DISTRICT DETERMINING DELIVERY/PROCUREMENT METHOD AND
DELEGATING AUTHORITY COMPETITION GYM FLOORING PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of replacing the flooring at the High School competition gym (the “Competition Gym Flooring Project”); and

WHEREAS, it is incumbent upon the Board of Trustees of the Groesbeck ISD (“Board”) to select the construction delivery/procurement method for the Competition Gym Flooring Project that provides the best value for the District

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Groesbeck ISD Board of Trustees hereby determines that job order contracting through an interlocal agreement is the delivery/procurement method that provides the best value to the District for the Competition Gym Flooring Project and selects job order contracting as the Competition Gym Flooring Project’s delivery/procurement method.
3. The Groesbeck ISD Board of Trustees hereby delegates to the Superintendent the authority to select the purchasing cooperative from which a job order contractor is to be selected.
4. The Groesbeck ISD Board of Trustees delegates to the Superintendent the authority to execute all documents necessary to give effect to this Resolution.
5. This Resolution shall take effect immediately.

PASSED and ADOPTED the 17th day of May, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

**XV. DELIBERATION AND POSSIBLE ACTION TO DELEGATE AUTHORITY
TO SUPERINTENDENT TO SELECT AND CONTRACT WITH JOB ORDER
CONTRACTOR FOR THE COMPETITION GYM FLOORING PROJECT**

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**RESOLUTION OF THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT DELEGATION
OF AUTHORITY TO SUPERINTENDENT REGARDING SELECTION OF JOB ORDER CONTRACTOR AND
CONTRACTING WITH JOB ORDER CONTRACTOR COMPETITION GYM FLOORING PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of replacing the flooring at the High School competition gym (the “Competition Gym Flooring Project”); and

WHEREAS, the Board of Trustees of Groesbeck Independent School District (the “Board”) previously determined that job order contracting through an interlocal agreement as the procurement method that provides the best value to the District for the Competition Gym Flooring Project and delegated authority to the Superintendent to select the purchasing cooperative from which a job order contractor is to be selected.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF GROESBECK INDEPENDENT SCHOOL DISTRICT AS FOLLOWS:

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Board of Trustees of Groesbeck Independent School District hereby delegates to the GISD Superintendent of Schools, with regard to the Competition Gym Flooring Project, the authority to (a) select the job order contractor for the Project, (b) negotiate the terms and conditions and finalize the contract with the job order contractor (the “Contract”) (whether through himself, the Superintendent’s designee, the GISD legal counsel, or otherwise) in an amount not to exceed \$250,000.00, (c) execute the Contract in the name and on behalf of the District and the GISD Board of Trustees, and (d) issue or authorize the issuance of purchase orders as necessary for the Competition Gym Flooring Project.
3. This Resolution shall take effect immediately.

PASSED and ADOPTED the 17th day of May, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

XVI. RE-DELIBERATE AND POSSIBLE ACTION FACE MASK/COVERINGS PROTOCOL

XVII. RE-DELIBERATE AND POSSIBLE ACTION ON THE MAY 2021 GHS GRADUATION CEREMONY

XVIII. DISCUSSION AND ACTION ON CONSENT AGENDA ITEMS

A. Minutes of Previous Board Meeting

22

Regular Board Meeting
MINUTES
04/19/2021
6:00 p.m.

(NOTE: Due to health and safety concerns related to Coronavirus COVID-19, this meeting was conducted by videoconference and telephone call through ZOOM: Online Meeting and Telephone Software.)

Present: Tom Sutton, Bridgett Jackson-Tatum, Aslone Foy, Ronnie Ferguson, Tiffany Burleson, Jud Hughes. Absent: Angela Crane.

Others: Dr. James Cowley, Teresa Battrick, Dr. Diana Freeman, Mychal Masters, Robert Storms, Jackie Ancelet, Kimberly Carter, Larry Mears, Bonnie Bomar, Kenna Moody, Cindy Ensminger, Staci Kirk, Deana Rand, Sue Waller, Kelley Young, Susan Swick, Alex Cannon.

Tom Sutton read information for the telephone and videoconference meeting being held under suspended Open Meetings Act laws in response to Coronavirus (COVID-19).

Tom Sutton called the meeting to order at 6:05 p.m.

There were no public comments.

District Information: Dr. James Cowley updated the board on student enrollment and May election dates. Mychal Masters gave an update on COVID numbers and information.

Motion by Jud Hughes, second by Ronnie Ferguson to approve the Resolution of the Groesbeck Independent School District Board of Trustees Regarding Dependable, Affordable, Broadband Access. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good with it. Motion carried.

Dr. James Cowley discussed the Texas Education Agency "Other" waiver, if approved by TEA will cover the closure of schools for Wednesday, April 7, 2021. Groesbeck High School Stadium was the funeral site for Trooper Chad Walker's Funeral Service on this date, as well as road closures in Groesbeck for the procession. This waiver has to have board approval. After approval, this waiver will be completed online. Motion by Jud Hughes, second by Aslone Foy to approve the TEA "Other" Waiver in regards to district closure on April 7, 2021. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good. Motion carried.

Dr. Diana Freeman presented Prekindergarten Curriculum. SAVVAS curriculum was chosen by the committee that consisted of Dr. Freeman, Kimberly Carter, and PreK teachers. This is for eight years and gives aides a sign-in as well, so they can work in partnership with teachers. This also gives eight years access to ReadyRosie. There are no annual costs. Additional materials would need to be purchased if we want them. Instructional Materials Allotment funds will be used to purchase. Motion by Aslone Foy, second by Ronnie Ferguson to move that we approve the adoption of SAVVS Three Cheers for Pre-K as the GISD Pre-K curriculum. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good. Motion carried.

Discussion of nomination for the Limestone County Appraisal Board to fill unexpired vacancy. Tiffany Burleson nominated Clint Burleson for the unexpired term to serve until December 2021. Motion by Ronnie Ferguson, second by Jud Hughes to nominate Clint Burleson as a candidate to run for the vacancy on the Limestone County Appraisal District Board of Directors and approve the resolution stating as such. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good. Motion carried.

Facility Projects: Dr. James Cowley discussed the need to have three months operating funds on the books so not to be graded down on the FIRST report. Estimates are \$1,521,118 for expenses per month times three and rounded up to \$5,000,000. Estimate on where we will be on August 31, 2021 for fund balance is \$10,539,505. This amount is approximately 6 months of reserve in fund balance. Discussed facility projects: Middle School re-roofing. Current roof is a Duralast roof and needs to be replaced due to decking being spongy, but is not into building. Everything about the original roof will have to be torn off and replaced. There are four heating and air conditioners that are near end of life. To save money, we can replace these units while crane is on location. Estimated cost of units is \$60,000 for units and installation. Discussed fiber and switches of which Federal government pays .80 cents on every \$1.00. Our part is \$84,336. Discussed high school gyms and middle school main gym. Discussed redoing gyms by taking off varnish, sanding down top layer of wood. This is done about every 15 years. Middle School gym has years of wax build up. One year too much wood was taken off. The High School competition gym has dead spots. Discussed tearing up floor and replacing. Discussed Culinary Arts building's restrooms and costs are going up. Was going to do in September. This is a little over a million and recommendation is to take out of fund balance. Interest rate are going down in September. Discussed ways to fund the facility projects are using fund balance or a maintenance tax note. Discussed baseball and softball fields, dirt work has been done. Discussed turf field for baseball and softball fields. To bring back for May agenda. Discussed culinary arts and this year have spent \$250,000 plus \$70,000. Bid came in 50% more. We will do the interior in house. Discussed enrollment numbers in CTE. Discussed fund balance versus a note. Members were in agreement to pull from fund balance. Motion by Ronnie Ferguson, second by Aslone Foy to give authority to Dr. Cowley to pursue to move forward for completing facility projects. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good. Motion carried.

Motion by Aslone Foy, second by Ronnie Ferguson to move that we adopt and approve the resolution selecting Winton Engineering as the engineer for the Middle School Re-Roof Project based on demonstrated competence and qualifications and delegating authority to the Superintendent. Motion by Ronnie Ferguson, second by Aslone Foy to give authority to Dr. Cowley to pursue to move forward for completing facility projects. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes and voting verbally: Bridgett Jackson-Tatum – I'm good and Tiffany Burleson – I'm good. Motion carried.

Motion by Jud Hughes, second by Ronnie Ferguson to move that we adopt and approve the resolution determining the procurement method for the Middle School Re-Roof Project selecting Job Order Contracting as the procurement method for the Middle School Re-Roof Project and delegating authority to the Superintendent. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good with it. Motion carried.

Motion by Aslone Foy, second by Ronnie Ferguson to move that we adopt and approve the resolution delegating authority to the Superintendent to select and contract with the job order contractor for the Middle School Re-Roof Project. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good. Motion carried.

Motion by Jud Hughes, second by Ronnie Ferguson to move that we adopt and approve the resolution determining the prevailing wage rate for the Middle School Re-Roof Project. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – I'm good. Motion carried.

Discussion on Groesbeck High School competition gym and practice gym and the Groesbeck Middle School main gym. OPTION ONE: GHS Competition and Practice Gyms and GMS Practice Gym – sanding floors, painting, and varnishing. OPTION TWO: Tear out and replace GHS Competition Gym; sanding, painting, and varnishing GHS Practice Gym and Middle School Main Gym Floors. Motion by Jud Hughes, second by Aslone Foy to do Option 2. Voting by show of hand: Tom Sutton,

Ronnie Ferguson, Aslone Foy, Jud Hughes, Tiffany Burleson and voting verbally:
Bridgett Jackson-Tatum – I’m good. Motion carried.

Tom Sutton read Board Member Training to date:

Under State board of Education Rule, completing required continuing education each year of service is a basic obligation and expectation of any sitting board member. As Board President, Tom Sutton, I am required to announce the name of each member who:

- Has completed the required continuing education;
- Has exceeded the required continuing education; and
- Is deficient in meeting the required continuing education.

The requirements for training are measured as the first anniversary of the date of the trustee’s election or appointment or two-year anniversary of his or her previous training, as applicable.

To the extent applicable to each board member, I will announce the completion or deficiency as to required training.

For members who still have time remaining to complete required training, I will announce those board members who have scheduled timely training and those who have not yet scheduled the training.

At the conclusion of this announcement, I will announce any board member’s training in excess of the continuing education requirements.

There are seven training areas for board member continuing education:

1. **Local District Orientation** – (Not Applicable) No new board members were required to complete local district orientation training for the time period covered by this announcement.
2. **Orientation to the Texas Education Code** – (Not Applicable) No new board members were required to complete Orientation to the Texas Education Code training for the time period covered by this announcement.
3. **Post-Legislative Update to the Texas Education Code** – (Not Applicable) No new board members were required to complete Post-Legislative Update to the Texas Education Code training for the time period covered by this announcement.
4. **Team Building** – The following board members have completed the annual Team Building training: Tom Sutton, Bridgett Jackson-Tatum, Angela Crane, Aslone Foy, Ronnie Ferguson, Tiffany Burleson, and Jud Hughes.
5. **Additional Continuing Education** – The following board members have time remaining to complete the additional continuing education requirements and have not yet scheduled this training: Tom Sutton, Bridgett Jackson-Tatum, Angela Crane, Aslone Foy, Ronnie Ferguson, Tiffany Burleson, and Jud Hughes.
6. **Evaluating Student Academic Performance and Setting Goals** – The following board members have completed the Evaluating Student Academic Performance and Setting Goals: Tom Sutton, Bridgett Jackson-Tatum, Angela Crane, Aslone Foy, Ronnie Ferguson, Tiffany Burleson, and Jud Hughes.
7. **Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children** – The following board members have completed the Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children: Tom Sutton, Bridgett Jackson-Tatum, Angela Crane, Aslone Foy, Ronnie Ferguson, Tiffany Burleson, and Jud Hughes.

Consent Agenda: Motion by Aslone Foy, second by Ronnie Ferguson to approve the consent agenda as presented. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, and voting verbally: Tiffany Burleson – I’m good and Bridgett Jackson-Tatum – I’m good. Motion carried.

- A. Minutes of Previous Board Meeting
- B. Budget Report and Amendments
- C. TREA Legal Services program Agreement Renewal
- D. Quarterly Investment Report
- E. New Allotment and TEKS Certification
- F. Donation(s)

Entered Executive Session: 7:42 p.m. (Bridgett Jackson-Tatum and Tiffany Burleson joined via phone.)

Reconvened: 9:06 p.m.

Motion by Ronnie Ferguson, second by Jud Hughes to approve the hire of Evan Ditmore as Assistant Principal at Enge-Washington Intermediate School. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, and voting verbally: Tiffany Burleson – I’m good and Bridgett Jackson-Tatum – I’m good. Motion carried.

Motion by Aslone Foy, second by Ronnie Ferguson to accept resignations and other personnel issues as discussed. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, and voting verbally: Tiffany Burleson – I’m good and Bridgett Jackson-Tatum – I’m good. Motion carried.

There were no Board Member Comments, Reports, and Discussion.

Motion by Tiffany Burleson, second by Aslone Foy to adjourn. Voting by show of hand: Tom Sutton, Ronnie Ferguson, Aslone Foy, Jud Hughes, and voting verbally: Tiffany Burleson – I’m good and Bridgett Jackson-Tatum – I’m good. Motion carried.

Adjourned: 9:08 p.m.

Tom Sutton, Board President

Jud Hughes, Secretary

May 17, 2021
Date Approved

Board Report
Recap Comparison of Revenue to Budget
Groesbeck ISD
As of April

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
199 / 1 GENERAL FUND	17,366,902.00	-347,305.71	-14,984,210.73	2,382,691.27	86.28%
211 / 0 TITLE I PART A	37,627.44	.00	-37,627.44	.00	100.00%
211 / 1 TITLE I, PART A	499,891.00	-140,162.55	-193,431.56	306,459.44	38.69%
224 / 0 IDEA B	47,469.88	.00	-47,469.88	.00	100.00%
224 / 1 IDEA - PART B, FORMULA	356,847.00	-222,729.47	-222,729.47	134,117.53	62.42%
225 / 0 IDEA B PRESCHOOL	1,359.00	.00	.00	1,359.00	.00%
225 / 1 IDEA - PART B, PRESCHOOL	7,427.00	.00	.00	7,427.00	.00%
240 / 1 FOOD SERVICE	899,571.00	-69,443.66	-490,700.78	408,870.22	54.55%
244 / 1 CAREER & TECHNICAL	24,219.00	-11,405.41	-11,405.41	12,813.59	47.09%
255 / 0 TITLE II	3,566.79	-3,566.79	-3,566.79	.00	100.00%
255 / 1 TITLE II, PART A	70,242.00	-3,750.53	-36,809.51	33,432.49	52.40%
265 / 0 ACE	25,805.02	.00	-7,275.00	18,530.02	28.19%
265 / 1 TITLE IV, PART B	100,000.00	-5,943.10	-22,750.89	77,249.11	22.75%
266 / 1 ESSER GRANT	361,723.00	-361,664.46	-361,664.46	58.54	99.98%
270 / 0 TITLE VI	25,633.97	-7,682.07	-18,135.66	7,498.31	70.75%
270 / 1 TITLE VI, PART B	31,743.00	.00	.00	31,743.00	.00%
276 / 1 INSTRUCTIONAL CONTINUITY	16,025.00	-1,752.60	-1,752.60	14,272.40	10.94%
289 / 0 TITLE IV	12,068.91	-10,675.00	-10,675.00	1,393.91	88.45%
289 / 1 FEDERALLY FUNDED	33,080.00	.00	.00	33,080.00	.00%
410 / 1 TEXTBOOK	8,158.55	.00	-45,202.07	-37,043.52	554.05%
429 / 0 Safety	813.00	.00	.00	813.00	.00%
511 / 1 DEBT SERVICE	3,250,337.00	-51,478.22	-3,040,587.47	209,749.53	93.55%
829 / 1 TRUST & AGENCY FUND	.00	-1,032.57	-3,240.99	-3,240.99	.00%
863 / 1 PAYROLL CLEARING	.00	-227.06	-2,007.74	-2,007.74	.00%
Total 5000 Revenues	22,617,548.56	-1,238,819.20	-19,317,703.45	3,299,845.11	85.41%
Total 7000 Revenues	562,961.00	.00	-223,540.00	339,421.00	39.71%
Total Revenues	23,180,509.56	-1,238,819.20	-19,541,243.45	3,639,266.11	125.12%

Board Report
Recap Comparison of Expenditures and Encumbrances to Budget
Groesbeck ISD
As of April

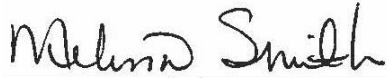
	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 1 GENERAL FUND	-17,911,324.72	551,775.36	12,264,368.73	1,713,869.01	-5,095,180.63	68.47%
211 / 0 TITLE I PART A	-37,627.44	.00	37,627.44	.00	.00	100.00%
211 / 1 TITLE I, PART A	-499,891.00	.00	279,246.03	44,631.74	-220,644.97	55.86%
224 / 0 IDEA B	-47,469.88	189.16	47,280.72	2,650.89	-.00	99.60%
224 / 1 IDEA - PART B, FORMULA	-356,847.00	2,319.30	238,520.74	24,350.48	-116,006.96	66.84%
225 / 0 IDEA B PRESCHOOL	-1,359.00	.00	-8,786.00	-8,786.00	-10,145.00	646.50%
225 / 1 IDEA - PART B, PRESCHOOL	-7,427.00	.00	-8,786.00	-8,786.00	-16,213.00	118.30%
240 / 1 FOOD SERVICE	-899,571.00	99,507.89	625,061.88	76,616.48	-175,001.23	69.48%
244 / 1 CAREER & TECHNICAL	-24,219.00	13,122.59	11,405.41	149.00	309.00	47.09%
255 / 0 TITLE II	-3,566.79	.00	3,566.79	.00	.00	100.00%
255 / 1 TITLE II, PART A	-70,242.00	9,456.00	36,809.51	.00	-23,976.49	52.40%
265 / 0 ACE	-25,805.02	.00	7,275.00	.00	-18,530.02	28.19%
265 / 1 TITLE IV, PART B	-100,000.00	11,314.91	31,957.35	4,381.80	-56,727.74	31.96%
266 / 1 ESSER GRANT	-361,723.00	.00	366,262.20	.00	4,539.20	101.25%
270 / 0 TITLE VI	-25,633.97	2,477.00	7,682.07	6,838.14	-15,474.90	29.97%
270 / 1 TITLE VI, PART B	-31,743.00	4,150.00	.00	-6,144.21	-27,593.00	.00%
276 / 1 INSTRUCTIONAL CONTINUITY	-16,025.00	7,692.00	1,737.63	1,737.63	-6,595.37	10.84%
289 / 0 TITLE IV	-12,068.91	.00	10,675.00	.00	-1,393.91	88.45%
289 / 1 FEDERALLY FUNDED	-33,080.00	.00	3,418.38	.00	-29,661.62	10.33%
410 / 1 TEXTBOOK	-8,158.55	.00	8,141.00	.00	-17.55	99.78%
429 / 0 Safety	-813.00	.00	.00	.00	-813.00	-.00%
461 / 1 CAMPUS ACTIVITY	.00	.00	.00	.00	.00	.00%
511 / 1 DEBT SERVICE	-3,250,337.00	.00	2,365,464.14	.00	-884,872.86	72.78%
619 / 1 CAPITAL PROJECTS	-132,835.99	.00	132,835.99	.00	.00	100.00%
829 / 1 TRUST & AGENCY FUND	.00	.00	3,643.77	.00	3,643.77	.00%
Total 6000 Expenditures	-23,694,807.27	702,004.21	16,465,407.78	1,851,508.96	-6,527,395.28	69.49%
Total 8000 Expenditures	-162,961.00	.00	.00	.00	-162,961.00	-.00%
Total Expenditures	-23,857,768.27	702,004.21	16,465,407.78	1,851,508.96	-6,690,356.28	69.49%

End of Report

GROESBECK INDEPENDENT SCHOOL DISTRICT BUDGET AMENDMENT REQUEST

DATE: APRIL 23,2021

CAMPUS:

FUND	FUNC	CLASS/ OBJ	SUB OBJ	ORG	YR	PIC	LC	PROJ	DESCRIPTION	BUDGET AMOUNT	INCREASE DECREASE	NEW BUDGET AMOUNT
199-34-6494-00-999-1-99-000									RECLASS TRANSPORTATION		-1120	
199-51-6319-00-999-1-99-000									MAINTENANCE SUPPLIES		+1120	
Comments: BUDGET CHANGE REQUESTED PER DUNCAN AND COWLEY												

C. Texas Education Agency (TEA) Waivers

D. 2021 Ford F250 4x2 LWB Shop Truck

E. Kirk and Richardson, P.C. Auditor Engagement Letter

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Kirk & Richardson. P.C.

Members of the American Institute of Certified Public Accountants
Governmental Audit Quality Center

May 10, 2021

Board of Trustees
Groesbeck Independent School District
Post Office Box 559
Groesbeck, Texas 76642

We are pleased to confirm our understanding of the services we are to provide the Groesbeck Independent School District (the "District") for the year ended August 31, 2021. We will audit the financial statements of the governmental activities, each major fund, the aggregate remaining fund information, and combining statements, including the related notes to the financial statements, which collectively comprise the basic financial statements of the District as of and for the year ended August 31, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Exhibit G-1 - Budgetary Comparison Statement – General Fund.
- 3) Exhibit G-6 – Schedule of the District's Proportionate Share of the Net Pension Liability – Teacher Retirement System of Texas
- 4) Exhibit G-7 – Schedule of District's Contributions – Teacher Retirement System of Texas
- 5) Exhibit G-8 – Schedule of the District's Proportionate Share of the Net OPEB Liability - Teacher Retirement System of Texas
- 6) Exhibit G-9 – Schedule of District Contributions for Other Post-Employment Benefits – Teacher Retirement System of Texas

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Combining Schedules.
- 2) Required TEA Schedules (except Exhibits J-4 and J-5).
- 3) Schedule of Expenditures of Federal Awards.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provision of the Uniform Guidance, and will include tests of the accounting records, a determination of major program(s) in accordance with Uniform Guidance and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our report will be addressed to the Board of Trustees of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the District or to acts by management or employees acting on behalf of the District. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major program(s). We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for

responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted audit standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls, and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards* and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs. For federal programs that are included in the Compliance

Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal award and related notes of the District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that District programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review when performing our fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to [include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon]. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited

financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the District; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kirk & Richardson, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Texas Education Agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kirk & Richardson, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the Texas Education Agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately June 2021 and to issue our reports no later than your January 2022 board meeting, the date to be determined. Sandhya Magar, CPA is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$21,025. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Kirk & Richardson, P.C.

Kirk & Richardson P.C.

RESPONSE:

This letter correctly sets forth the understanding of the District.

Management signature: _____

Title: _____

Date: _____

Board of Trustee signature: _____

Title: _____

Date: _____



**Contract for Communities In Schools of the Heart of Texas Support Services
2021-2022 School Year**

The Texas Education Agency (“TEA”) administers the Communities In Schools (“CIS”) program in accordance with the Texas Education Code §33.152 and provides guidance to local CIS programs for implementation of programs statewide based on a model designed for Texas.

The primary goals of CIS are to help students who demonstrate early warning signs for dropping out of school, to improve in academics, attendance, and/or behavior and, ultimately, to stay in school and graduate.

Parties to Contract

This contract is entered into by and between the **Groesbeck Independent School District**, hereinafter referred to as “District”, and **Communities In Schools of the Heart of Texas**, a 501(c)3 non-profit organization, hereinafter referred to as “CIS”.

The Parties agree to enter into a cooperative effort to provide school-based support services to at-risk students and their families.

In support of this contract, CIS shall:

1. Fully implement and adhere to CIS program requirements on each campus served by CIS, in accordance with the guidance provided by the Texas Education Agency which has established rules and procedures for the operation of the program.
2. Provide overall management and supervision of CIS programs and employees on named District campuses. CIS employees assigned to District campuses are responsible for developing, implementing, and managing the CIS program and activities under the direction of the CIS Executive Director and the CIS Board of Directors. While CIS employees are an additional resource and support to the campus, TEA requirements as well as CIS responsibilities restrict them from accepting additional duties generally fulfilled by District employees (administrative, clerical, substitute teacher, or otherwise). However, CIS staff are willing to show their support by assisting the campus in other ways. All CIS Site Coordinators will be hired with the concurrence of the Campus Principal.
3. Follow the calendar of the assigned District. All CIS campus employees are classified by the U.S. Department of Labor and the Texas Workforce Commission as non-exempt. No CIS employee may work overtime (more than 40 hours per week) without the prior and expressed authorization from the CIS Executive Director.
4. Develop and provide the principal of the assigned campus with a CIS Campus Plan. The CIS Campus Plan is an annual, formal written agreement developed by CIS and signed by the principal, which contains all the information, requirements, standards, processes, and forms necessary to develop a plan that reflects the service needs of a campus and its students, as well as all of the services that will be provided to students and their families. The CIS Campus Plan includes an Agreement which addresses the role of CIS in the Campus Improvement Plan, the access to student records that CIS will have, the sharing of student data, CIS responsibilities, school responsibilities, reporting of data, and any other issues critical to the success of the CIS program.

5. Implement the Texas Education Agency’s Case Management Model utilizing the full array of the following six (6) component services to meet the diverse needs of CIS students and their families:
 - Supportive Guidance/Counseling
 - Health & Human Services
 - Academic Support
 - Enrichment Activities
 - Parent and Family Engagement
 - Career and College Readiness
6. Provide multidisciplinary case management for students and coordinate the resources of the community to benefit students and families. Per TEA requirements, each full-time CIS Site Coordinator is required to case manage no more than 100 at-risk students.
7. Ensure the integrity of the CIS program service delivery initiatives by providing training and support (managerial, administrative, logistical and technical) to all CIS staff assigned to District campuses.
8. Provide periodic progress reports to the District’s CIS Representative as well an annual report of program outcomes.
9. Safeguard all student data and information according to TEA policy for CIS programs as well as federal and state laws, specifically FERPA, HIPPA, and HB300.

In support of this contract, the District shall:

1. Facilitate and support the implementation and adherence to CIS program requirements on each campus served by CIS.
2. Allow CIS Staff to obtain written parental consent to access student records and render services using the official Texas Education Agency Parent Consent and Release of Information forms.
3. Allow CIS, with written parental consent, access to student information such as school records, test scores, attendance, free/reduced lunch status, at-risk list, public assistance status, and grades through access to all necessary student databases including but not limited to: Eduphoria, TEAMS, TxEIS, etc.
4. Allow CIS, in the absence of written parental consent, but acting at the request and on behalf of the District/Campus, access to student information in order to provide services. This allows the local CIS program to provide crisis type services, at the request of a school official, until a signed Parental Consent- Release of Information (PC-ROI) form is obtained.
5. Identify CIS as a Contract Provider who will be granted access to student data and listed in the District’s FERPA notification to parents, i.e.; “Code of Conduct Book”, “Student Handbook”, etc.
6. Include CIS as a partner in addressing dropout issues and is so written into the District and Campus Improvement Plans (note: TEA requires that CIS be included in the District and Campus Improvement Plans).
7. Provide each CIS Staff with office space, to include: a computer with internet and District software programs access (to facilitate communication and student data retrieval), office furniture, phone, printer/access to a printer, janitorial services, maintenance/repair, and utilities.

8. Assist with distribution and collection of Parent Consent Forms by adding the CISHOT PC-ROI in all Campus Registration Documents – electronic or paper

CIS Support Services will be provided by up to 4 full-time professional staff at the following campuses:

- Groesbeck High School
- PLACEHOLDER FOR ADDITIONAL CAMPUSES

Total cost for the CIS Support Services in Waco ISD for 2020-2021 – (\$69,829 per counselor) \$279,316 of which:

- CIS agrees to pay \$159,319 which represents 57% of the total cost
- Groesbeck ISD agrees to pay \$120,000, which represents 43% of the total cost.

Timeline: 7-1-2021 contract signed and due back to CIS
9-1-2020 CIS will send first invoice to District

The term of this agreement shall be from September 1, 2021 through August 31, 2022, which is automatically extended for one calendar year on the first day of every August, unless one or both parties request modification of, or the cancellation of this Memorandum, prior to June 30 of any year. Either party may cancel this MOU if thirty days written notification is provided to the other party.

Groesbeck Independent School District

Superintendent, GISD Signature Date

Communities In Schools of the Heart of Texas

Aaron Mize

Executive Director, CIS-HOT Signature Date

SARA LEON
& ASSOCIATES, PLLC

April 21, 2021

Dear TACS Member,

As a member of the Texas Association of Community Schools (TACS), your school district is eligible for legal services from the Sara Leon & Associates, PLLC law firm without an annual retainer fee. Enclosed for your review and consideration is the Sara Leon & Associates, PLLC 2021-2022 TACS Member General Legal Services Agreement.

Please take notice that, by signing onto the Agreement, *your District will receive the following benefits:*

- As a TACS Member Client, the District's administration will have access to the law firm's attorneys to respond to unlimited routine questions at *no fee to the Member Client*.
- As a TACS Member Client, *your District will not be charged an annual retainer fee for general legal services*. Further, no fee will be charged for routine questions that do not require any legal research or written work product. Non-routine legal services will be billed at competitive hourly rates.
- When your District needs legal advice, an accomplished team of seasoned attorneys, Sara Leon, John Janssen, Hans Graff, Michelle Alcala and Martye Kendrick, together with rising stars Mackenzie Walters and Michael Roseberry, will be in your corner!
- We are a full-service firm, and our attorneys have years of experience in no less than the following areas:
 - ✓ **Special Education/Section 504** including due process hearings, TEA investigations, and attending ARD committee meetings.
 - ✓ **Handling Employment Grievances and Complaints** including internal grievances, as well as discrimination complaints filed with the EEOC and Texas Workforce Commission.
 - ✓ **Parent/Student Grievances and Complaints** including internal complaints, as well as discrimination complaints filed with the U.S. Department of Education's Office for Civil Rights or U.S. Department of Justice–Civil Rights Division.
 - ✓ **Procurement of goods and services** including general methods of procurement, procurement of construction-related services, and review of contracts and interlocal agreements.
 - ✓ **Construction Contracts** including negotiating and drafting AIA and non-AIA contracts and familiarity with various delivery methods.
 - ✓ **Real Estate**, including buying, selling, and leasing property.
 - ✓ **Public Finance**, serving as bond counsel for school district bonds.
 - ✓ **Elections and Redistricting** including school district redistricting and litigation.
 - ✓ **Chapter 313 Agreements** pursuant to the Texas Economic Development Act.

Austin • Houston₄₅ • Corpus Christi

2901 Via Fortuna • Building 6, Suite 475 • Austin, Texas 78746 • 512.637.4244 • saraleonlaw.com

- ✓ **Litigation** including state and federal court, as well as dispute resolution in mediation and arbitration.
 - ✓ **Open Meetings and Public Information** including representation of clients in proceedings before the Texas Attorney General's Office.
 - ✓ **Administrative and Regulatory Law** including representation before the TEA, PUC, TCEQ, and SOAH.
 - ✓ **Intellectual property** including fair use issues and registering trademarks with the Texas Secretary of State and U.S. Patent & Trademark Office.
 - ✓ **Student Records** including FERPA requirements and family law matters that may impact the school setting.
 - ✓ **Training** for administrators, Board members and teacher.
- Your District will be eligible for a Board or administrator legal training of up to three hours, at no charge (we will charge only for the incurred cost of travel).
 - The attorneys at Sara Leon & Associates, PLLC reflect the diversity of the communities we serve, allowing your District, in turn, to demonstrate its support for such diversity. (The firm is certified as a Woman/Minority Owned Historically Underutilized Business by the State of Texas.)
 - Electronic Newsletter ("The Brief"), which provides updates on important legal developments as well as notices of upcoming trainings or conferences led by firm attorneys.

Please visit our website, www.saraleonlaw.com, to learn more about our attorneys, our background and our experience. It is our pleasure and privilege to support TACS, and we hope that you take advantage of this opportunity to have the attorneys at Sara Leon & Associates, PLLC available to your District.

Sincerely yours,



Sara Hardner Leon

Enclosure: 2021-2022 Engagement Agreement for TACS Members

SARA LEON
& ASSOCIATES, PLLC

May 4, 2021

Superintendent of Schools
Texas Association of Community Schools
Member District

Re: 2021-2022 TACS Member General Legal Services Agreement

Dear TACS member:

As a benefit of membership in the Texas Association of Community Schools (TACS), your District may engage the law firm of Sara Leon & Associates, PLLC to represent the District on an as-needed basis in connection with general counsel legal services without an annual retainer fee. The purpose of this letter is to set forth the agreement between your District and the law firm with respect to the terms of the engagement, which are exclusive to TACS members.

The undersigned entity, as a TACS Member (“TACS MEMBER CLIENT” or “CLIENT”), hereby retains the law firm of Sara Leon & Associates, PLLC (the “Firm”) to provide general legal counsel and representation in matters requiring legal services, as requested by CLIENT.

NO FEE QUESTION CALL SERVICES

As a TACS MEMBER CLIENT, the District’s administration will have access to the Firm’s attorneys to respond to unlimited routine questions at **no fee to the TACS MEMBER CLIENT**. “Question Calls” are calls to attorneys that are routine calls and do not require any legal research or written work product. In other words, the attorney can give you a quick answer or recommendation. Question Calls are unlimited and can also be used for a second opinion. The Firm maintains a 24-hour answering service and endeavors to respond in a timely manner to Question Calls.

GENERAL LEGAL SERVICES

General legal services provided by the Firm include, but are not limited to: employment law, student issues, civil rights issues, procurement, Special Education/504, real estate, construction, litigation, open government, public information act requests, and intellectual property. As a TACS MEMBER CLIENT, you will not be charged an annual retainer fee for general legal services. Rather, in the event substantive legal work is requested, general counsel services will be provided at the hourly rates set forth further below. Firm attorneys will confirm with the TACS MEMBER CLIENT that the CLIENT would like the Firm to conduct more extensive representation before billing the MEMBER CLIENT.

Firm attorneys maintain daily time records, in 1/10 hour increments. Monthly invoices identify the legal professional performing the work, describe the legal work performed, and record the time expended on each task. Invoices will provide separate totals for “no charge” question call services and billable legal services and expenses followed by a combined total of services and costs. Fees and expenses are due and payable within thirty days after the date of billing.

The Firm also performs transactional work in connection with Chapter 313 agreements entered pursuant to the Texas Economic Development Act and bond counsel services. These transactional services are provided on a transactional fee basis and will be provided under a separate engagement agreement. Please contact the Firm if your District requires legal services in connection with a Chapter 313 or bond transaction.

THREE HOURS OF LEGAL TRAINING

As an exclusive benefit to TACS member districts, TACS MEMBER CLIENT will have access to one board or administrator legal training session at no fee for up to three hours each year. We will bill only the incurred cost of travel. Additional training sessions will be provided per CLIENT request at the regular hourly rate for legal services. Please see the firm’s website at saraleonlaw.com/training/ for sample training topics and agendas. The Firm will also customize trainings to meet the CLIENT’s specified needs upon request.

SCHEDULE OF BILLABLE FEES AND EXPENSES

For hourly work, the Firm has a sliding fee scale for attorneys based upon the experience of the attorney. The Firm reserves the right to increase its hourly rate during the term of this Agreement, particularly in the event of unanticipated increases in the costs of doing business, but only after first providing CLIENT with notice of the proposed change in rates and permitting CLIENT the opportunity to terminate the Agreement.

The Firm bills attorney and paralegal time on the following fee scale:

Member / Senior Attorney / of Counsel	\$290.00 per hour
Senior Associate	\$260.00 per hour
Associate	\$230.00 per hour
Paralegal	\$130.00 per hour
Legal Assistant	\$100.00 per hour
Travel Time	<i>½ the Attorney’s hourly rate</i>

The Firm charges only for expenses that represent direct costs of the delivery of legal services. Expenses are to be billed as follows:

In-house photocopies:	15¢ per copy
Electronic Library Charges:	\$95.00 per hour (not to exceed \$300/month)
Outside photocopy services:	At cost as billed by provider
Postage:	At cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits):	At cost
Mileage:	Current IRS rate (.56/mile)
Travel/Lodging:	At cost
Courier Services:	At cost

TERMINATION

This Agreement may be terminated by either party at any time. Additionally, the Firm's rules of professional conduct require us to terminate this agreement if:

- (a) Either the CLIENT or Firm requests termination;
- (b) The CLIENT insists on presenting a claim or defense that is not warranted under existing law and cannot be supported by good-faith argument for an extension, modification, or reversal of existing law; or
- (c) The CLIENT insists that the Firm pursue a course of conduct that is illegal or that is prohibited under the disciplinary rules or disregards an agreement or obligation to the Firm as to expenses or fees for services rendered.

In the event of withdrawal from employment, the Firm will take reasonable steps to avoid foreseeable prejudice to the rights of CLIENT, including giving due notice to CLIENT, allowing time for employment of other counsel, delivering to CLIENT all papers and property to which CLIENT is entitled, and complying with the applicable laws and rules.

FIRM COMMUNICATIONS

A firm client is protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal anything a client says to him or her, except in instances where a person's life may be endangered, or as prescribed by section 261.101 of the Texas Family Code regarding child abuse, or where the client communication is made in the presence of others who are not represented by the attorney. The reason for this protection is that the interests of the client are best served when the client's attorneys are fully informed of all the facts well in advance of any possible contest.

The Firm pledges to keep CLIENT advised on how any legal matter is progressing, based on information received from the court, opposing party, and from Client. The Firm will routinely send CLIENT copies of all pleadings, discovery, and correspondence for CLIENT's information. Day-to-day communication between CLIENT and the Firm is typically between the Superintendent (and appropriate administrative staff) and the Firm. The CLIENT may also identify specific staff members who are authorized to access the services of the Firm. In accordance with this written Agreement individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when advice or information from the District's legal counsel is sought. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

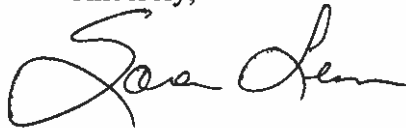
The CLIENT's records management officer is responsible to ensure compliance with the applicable minimum retention schedules. The Firm shall return any original instruments to the CLIENT. However, **unless notified to the contrary, in writing, the Firm reserves the right and privilege to destroy files five (5) years from the date a file matter is closed.** If CLIENT fails to request, in writing, the return of any items, CLIENT consents that said items may be destroyed after the passage of five (5) years from the date the file or matter is closed.

The Texas Supreme Court and Courts of Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The Creed requires Texas attorneys to advise clients of the contents of the Creed when undertaking to represent a client. A copy of the Texas Lawyer's Creed is attached to this Agreement for CLIENT's review. Client understands that the Firm may not violate this Creed.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free call.

If the terms of this engagement agreement are acceptable, so indicate by executing the enclosed copy of this letter in the space provided below and return it to me.

Sincerely,



Sara Hardner Leon

AGREED BY:

NAME

SCHOOL DISTRICT

H. Donation(s)

XIX. EXECUTIVE SESSION

A. Review Recommendation for Employment - H. O. Whitehurst Assistant Principal
(Tex. Gov't 551.074)

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

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

XX. RECONVENE IN OPEN MEETING

**XXI. DISCUSSION AND POSSIBLE ACTION ON MATTERS DISCUSSED IN
EXECUTIVE SESSION**

A. Recommendation for Employment - H. O. Whitehurst Assistant Principal

B. Recommendation for Employment

I. Other Personnel Positions as Needed

C. Personnel Resignations, Leave of Absences, or Reassignments

XXII. BOARD MEMBER COMMENTS, REPORTS, AND DISCUSSION

XXIII. ADJOURNMENT