

**NOTICE OF REGULAR OF THE BOARD OF TRUSTEES
PORT ARANSAS INDEPENDENT SCHOOL DISTRICT
Wednesday, July 20, 2022
6:00 PM**

Notice is hereby given that a Regular Meeting of the Board of Trustees of the Port Aransas Independent School District will be held on Wednesday, July 20, 2022 at 6:00 PM. The Board will meet in the Board Room of the Port Aransas Independent School District Administration Building
100 S Station St
Port Aransas, TX 78373.

I. CALL TO ORDER	4
A. Moment of Silence and Pledge of Allegiance	
II. PRESENTATION	5
A. Marlin Innovation Lab Sponsor Recognition	
III. COMMENTS	
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B. Superintendent's Report	19
1. STAAR Assessment Update	
VI. CONSENT AGENDA	20
A. Consider/Take Possible Action to Approve the Meeting Minutes of the Regular Board Meeting Dated June 14, 2022.	21
B. Consider/Take Possible Action to Approve the Investment Report.	24
C. Consider/Take Possible Action to Designate Employee/Officer to Calculate Tax Rate.	38
D. Consider/Take Possible Action to Approve Agreement for the Purchase of Attendance Credits.	39
E. Consider/Take Possible Action to Approve Delegation of Authority to Superintendent to Obligate Port Aransas Independent School District Under Chapter 49.	42
F. Consider/Take Possible Action to Set a Date and Time for the 2022-2023 Public Hearing on Budget and Proposed Tax Rate.	43
G. Consider/Take Possible Action to Approve the PAISD 2022-2023 District Professional Development Plan.	44
H. Consider/Take Possible Action to Approve Membership in OMNIA Partners Purchasing Coop.	46
I. Consider/Take Possible Action to Approve a Memorandum of Understanding between Marlin Legacy Foundation and Port Aransas Independent School District.	50
J. Consider/Take Possible Action to Approve Purchases Over \$25,000.00.	55

VII. DISCUSSION AND/OR ACTION ITEMS	
A. Consider/Take Possible Action to Approve a Contract to Perform HVAC Mechanical Repairs.	61
B. Consider/Take Possible Action to Approve TASB (Texas Association of School Boards) Local Policy Update 119.	68
C. Consider/Take Possible Action to Approve Policy EIC (LOCAL).	100
D. Consider/Take Possible Action to Approve Transportation Certification Stipends.	101
VIII. CLOSED SESSION - The board will adjourn into executive session in accordance with the Texas Open Meetings Act, Texas Government Code 551.071 thru 551.083 to consider the following:	103
A. Personnel: Deliberate the Appointment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of Employee(s).	
B. Discuss Educator Contract(s).	
IX. OPEN SESSION	
A. Consider/Take Possible Action to Extend Educator Contract(s) for the 2022-2023 School Year.	104
X. ADJOURN	105

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed session of the Board of Trustees is required, then such closed session as authorized by the Texas Open Meetings, Act, Texas Government Coded Section 551.001 et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section

- 551.071 Private consultation with the board's attorney
- 551.072 Discussing purchase, exchange, lease, or value of real property.
- 771.073 Discussing negotiated contracts for prospective gifts or donations.
- 551.074 Discuss:
 - (1) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or
 - (2) To hear a complaint or charge against an officer or employee.
- 551.076 Considering the deployment, specific occasions for, or implementation of security personnel or devices.
- 551.082 Considering discipline of a public school child, or complaint or charge against personnel.
- 551.083 Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employee groups.

Should any final action, final decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon reconvening of the public meeting; or
- (b) at a subsequent public meeting of the School Board upon notice hereof, as the School Board shall determine pursuant to applicable laws and policies.

On this , this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Port Aransas Independent School District Administration Building, 100 S. Station Street, Port Aransas, Texas.

Respectfully submitted,

Sharon McKinney, Superintendent

CALL TO ORDER

Non-Action Item

Board President, Deana Erdner will call meeting to order.

A. Moment of Silence and Pledge of Allegiance

PRESENTATIONS INFORMATION

PRESENTATIONS:

A. Marlin Innovation Lab Sponsor Recognition

PUBLIC TESTIMONY

Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the designee, Rosalie Johnson before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board.

Individuals may sign up to address the board via email by emailing, Rosalie Johnson, rosalie@paisd.net. Include the following information in the body of the email: First Name, Last Name, phone number and agenda item being addressed.

BOARD OF TRUSTEES' ACKNOWLEDGEMENTS AND/OR PRESENTATIONS

B. Non-Action Item:

At this time, Board Members may make acknowledgements; receive Board committee reports and/or present reports to audience.

BUDGET WORKSHOP

Port Aransas ISD 2022-23 Budget Workshop #2

Budget considerations for the 2022-23 school year include:

- Federal grant funds (which will be ending at the end of 2022-23)
- Use of the 2021 Bond funds (end of the 3-year cycle at the end of 2022-23)
- Area school teacher salary scales

Items to be addressed at the July 20th board workshop include:

- Review of 2022-23 Projected Expenditures
 - Chapter 49
 - Salaries
 - Property Insurance
 - Utilities
 - Other – Supplies, Operations
 - Student and Adult Meal Allowance
 - Trainer Expenses
 - Technology Internet Costs
 - Transportation Costs (Fuel and Maintenance & Repair)
- Teacher and Staff Compensation
 - Teacher and Exempt Salaries
 - Non-Exempt Salaries
 - Health Insurance Costs
- Local Funding (Property Taxes)
 - Estimated Values
 - Compressed Tax Rate

REPORTS

A. Business Reports

Carol Sue Hipp will present to the Board the following information:

1. June Expenditures
2. Tax Collections
3. Bond Expenditures

PORT ARANSAS ISD
Expenditure Summary

June 2022 -- Expenditures 2021-22

AMERICAN BANK

LOCAL MAINTENANCE		
MAINTENANCE	\$	206,288.87
PAYROLL	\$	475,843.78
Transfer to Lone Star	\$	-
PVD Fund -Construction	\$	-
Bond Expenditures	\$	219,708.64
Total Cash Expenditures/Transfers for Month	\$	901,841.29

LONESTAR INVESTMENT ACCOUNT

GENERAL FUND	\$	-
Transfer to American Bank	\$	-
WORKER'S COMP	\$	-
INTEREST & SINKING -	\$	-
Total Cash Expenditures/Transfers for Month	\$	-

TEXAS TERM

Texas DAILY	\$	-
Texas TERM Inv.	\$	-
TexasTERM - Certificate of Deposit	\$	-
Total Cash Expenditures/Transfers for Month	\$	-
Less Transfers	\$	-
Total Expenditures	\$	901,841.29

PORT ARANSAS I.S.D. STATEMENT OF REVENUES, EXPENDITURES

FOR THE TEN MONTH ENDED		6/30/2022			Percent of the Year =			83.33% 2021-22		
		GENERAL FUND			FOOD SERVICE			DEBT SERVICE		
		BUDGET	ACTUAL	% of	BUDGET	ACTUAL	% of	BUDGET	ACTUAL	% of
		(12 Month)	(10 Month)	% of	(12 Month)	(10 Month)	% of	(12 Month)	(10 Month)	% of
		2021-22	2021-22	2021-22	2021-22	2021-22	2021-22	2021-22	2021-22	2021-22
REVENUES:										
5700	Local, Intermediate & Out-of-State	27,177,362	27,519,261	101.26%	13,000	19,303	148.48%	1,937,223	1,960,137	101.18%
5800	State Program Revenues	619,840	807,548	130.28%	1,051	18,871	0.00%		2,168	100.00%
5900	Federal Program Revenues	21,456	0	0.0%	162,109	221,643	136.72%			
	Revenues	27,818,658	28,326,808	101.83%	176,160	259,816	147.49%	1,937,223	1,962,305	101.29%
EXPENDITURES:										
11	Instruction	3,694,087	3,092,611	83.72%						
12	Instructional Resources & Media Services	84,495	67,539	79.93%						
13	Curriculum & Personnel Development	2,750	0	0.00%						
21	Instructional Development	352,531	282,439	80.12%						
23	School Administration	455,359	374,424	82.23%						
31	Guidance & Counseling	177,718	143,392	80.68%						
32	Attendance & Social Work Services			0.00%						
33	Health Services	65,229	49,623	76.08%						
34	Pupil Transportation - Regular	102,436	74,775	73.00%						
35	Food Service			0.00%	295,633	238,995	80.84%			
36	Co-Curricular Activities	422,462	306,428	72.53%						
41	General Administration	528,069	454,388	86.05%						
51	Plant Maintenance & Operations	1,460,607	1,069,821	73.24%						
52	Security	50,904	33,003	64.83%						
53	Computer Processing	79,904	73,974	92.58%						
61	Community Service	1,000	130	12.97%						
71	Debt Service							1,687,223	885,842	52.50%
81	Facility Construction									
91	Chapter 41 Payments	20,366,131	21,543	0.11%						
95	JJAEP	2,000		0.00%						
99	Tax Appraisal District	395,740	258,705	65.37%						
6XXX	Total Expenditures	28,241,422	6,302,794	22.32%	295,633	238,995	80.84%	1,687,223	885,842	52.50%
	Other Resources and Uses									
7990	Other Resources Bond \$\$			0.00%	119,473	40,000	33.48%			0.00%
8990	Other Uses	119,473	40,000	33.48%	0		0.00%	250,000	476,832	190.73%
	Resources over Expenditures and Other Uses	(542,237)	21,984,015	46.03%	0	60,822	100.13%	0	599,631	-141.94%

PORT ARANSAS I.S.D. STATEMENT OF		REVENUES, EXPENDITURES							
FOR THE TEN MONTH ENDED		6/30/2022							
		SPECIAL REVENUE		DONATIONS		DISASTER FUNDS		BOND EXPENDITURES	
		BUDGET	ACTUAL	Description	ACTUAL/ Encumbrance	Description	ACTUAL/ Encumbrance	BUDGET	ACTUAL
		(12 Month)	(10 Month)		To Date		To Date	Total Budget	To Date
		2021-22	2021-22	2021-22	2021-22	2021-22	2021-22	2021-22	2021-22
REVENUES:									
5700	Local, Intermediate & Out-of-State	6,000	3,798	63,315	63,340			Interest Revenue	8,515
5800	State Program Revenues	40,886	53,272		0				
5900	Federal Program Revenues	988,721	621,228		0	FEMA/TDEM	11,517		
Revenues		1,035,607	678,298	63,315	63,340	0	11,517	0	8,515
EXPENDITURES:									
11	Instruction	719,903	468,870	86,818	30,964		0	361,112	111,078
12	Instructional Resources & Media Services			4,777				16,921	9,815
13	Curriculum & Personnel Development	27,185	5,589	3,517					
21	Instructional Development	186,717	148,286	1,524	2,563				
23	School Administration	6,696	5,928						
31	Guidance & Counseling	39,965	35,929						
32	Attendance & Social Work Services								12
33	Health Services								
34	Pupil Transportation - Regular							21,585	18,040
35	Food Service								
36	Co-Curricular Activities			55,723	37,185			182,954	108,219
41	General Administration			4,597	2,696				
51	Plant Maintenance & Operations	46,000	45,595	736	579			2,481,140	1,291,525
52	Security						266	362,621	193,529
53	Computer Processing								
61	Community Service	1,800	2,052						
71	Debt Service								
81	Facility Construction	202,146	202,146					642,016	620,320
91	Chapter 41 Payments								
95	JJAEP								
99	Tax Appraisal District								
6XXX	Total Expenditures	1,230,412	914,394	157,692	73,987	0	266	4,068,348	2,352,525
	Other Resources and Uses								
7990	Other Resources Bond \$\$							500,000	500,000
8990	Other Uses					500,000	500,000		
Resources over Expenditures and Other Uses		(194,805)	(236,097)	(94,377)	(10,647)	(500,000)	(488,749)	(3,568,348)	(1,844,010)

Port Aransas ISD
Student, Campus Activity and Donations
July 2022

Acct #	Acct Description	CK#	Date	Vendor	Work Description	Expend
Student Activity						
1 45	ACT-AP COLLEGE TESTING	076179	20220607	COLLEGE BOARD	AP Exam	2,515.00
1 26	ACT-NHS PAHS	076176	20220607	BROKENKAMP CHILDREN'S SHELTER	NHS Fundraiser Donation	550.00
1 26	ACT-NHS PAHS	076265	20220623	UNITED ART AND EDUCATION INC	Remaining Glaze-Fundraiser	20.76
3 50	ACT-OES BOX TOPS	076273	20220629	CARD SERVICE CENTER	Amazon Order-Sanders	773.94
3 30	ACT-OES GARDEN SEED \$\$	076195	20220607	PORT A ANIMAL SHELTER	OES Herb Garden- Donation	116.16
1 12	ACT-PAHS CHEERLEADERS	076253	20220623	C & G SPORTING GOODS	Cheer Camp T-shirts-Siddall	600.25
1 12	ACT-PAHS CHEERLEADERS	076273	20220629	CARD SERVICE CENTER	Amazon Order - Siddall	179.28
1 12	ACT-PAHS CHEERLEADERS	076273	20220629	CARD SERVICE CENTER	Amazon Order - Siddall	25.30
1 12	ACT-PAHS CHEERLEADERS	076281	20220630	UNIVERSAL CHEERLEADERS ASSOC.	Cheer Camp Fees	3,636.00
1 19	ACT-YEARBOOK	076230	20220615	BALFOUR	2022 Yearbook	258.50
						8,675.19
Campus Activity						
0 00	ACTIVITY-OES LIBRARY BOOKS	076173	20220607	Amanda Windsor	Refund of Lost Library book found	17.00
1 44	BASKETBALL/GIRLS ACTIVITY	076249	20220623	MIRA'S SPORTS AND MORE	GBBall Supplies - Cowen	931.76
1 37	BOOSTER CLUB ACTIVITY	076213	20220614	SPORT SUPPLY GROUP, INC, - BSN	BBBall Supplies-Jones	2,534.60
0 00	CAMPUS ACTIVITY-MAINTENANCE	060701	20220607	AMERICAN BANK ATM	Maint - Rudy's Lunch Meeting	162.00
						3,645.36
Donations						
0 00	ACE - Activity	076234	20220615	CORPUS CHRISTI BASEBALL CLUB,LP	PAISD Family Night Tickets	900.00
0 00	BANK INSTRUMENT REPAIRS	076211	20220609	SOUTH TEXAS MUSIC MART	Instrument Repairs	700.00
0 00	BOARD MEMBER SHIRTS	076269	20220623	D.E.A. PROMOTIONS INK	Board Member/Supt Shirts	200.00
M IL	DONATION-METAL SHOP	060302	20220603	AMERICAN BANK ATM	Metal Shop Supplies-Harbor Frt	359.99
M IL	DONATION-METAL SHOP	060601	20220606	AMERICAN BANK ATM	Metal Shop Supplies-Harbor Frt	162.80
						2,322.79
TOTAL						<u>14,643.34</u>

PAISDSCHOLARSHIPS
Transaction List by Date
June 2022

	Type	Date	Num	Name	Memo	Split	Amount
Jun 22	Check	06/06/2022	5477	MARISSA MOORE	COLLEGE EXPENSES 2022	180131 MARISSA MOORE	-502.51
	Check	06/15/2022	5478	MARISSA MOORE	COLLEGE EXPENSE SUMMER 2...	180131 MARISSA MOORE	-123.25
	Check	06/16/2022	5479	CHASE SHELTON	TUITION SUMMER 2022	200015 CHASE SHELTON	-659.23
	Check	06/22/2022	5480	MADDISON RAY	TUITION & EXPENSES SUMMER...	150020 MADDIE RAY	-2,609.17
	Check	06/28/2022	5481	AUSTIN COMMUNITY CO...	TUITION FALL 2022	220010 HANNAH TEMPLETON	-2,000.00
	Check	06/28/2022	5482	HANNAH TEMPLETON	ENROLLMENT FALL 2022	220010 HANNAH TEMPLETON	-2,600.00
	Check	06/29/2022	5483	VOID CHECK	VOID CHECK	200	0.00
	Check	06/30/2022	5484	SEA GRASS MANAGMENT	HOUSING SPRING / SUMMER 2...	180131 MARISSA MOORE	-990.00
Jun 22							

PORT ARANSAS I.S.D.

SCHEDULE OF YEAR-TO DATE TAX COLLECTIONS

	<u>BUDGET</u> <u>2021-22</u>	<u>YEAR-TO-DATE</u> <u>6/30/2022</u>	<u>% OF</u> <u>BUDGET</u>
LOCAL TAXES-GENERAL FUND			
TAXES-CURRENT YEAR	\$26,964,272.00	\$ 27,210,010.55	
Less: Discounts	(528,140.00)	(543,634.74)	
TAXES-PRIOR YEARS	460,000.00	432,795.67	
PENALTY AND INTEREST	<u>207,730.00</u>	<u>327,238.73</u>	
	<u>27,103,862.00</u>	<u>27,426,410.21</u>	101.19%
LOCAL TAXES-DEBT SERVICE FUND			
TAXES-CURRENT YEAR	1,922,328.00	1,943,204.82	
Less: Discounts	(37,105.00)	(38,460.44)	
TAXES-PRIOR YEARS	32,000.00	29,715.15	
PENALTY AND INTEREST	<u>18,000.00</u>	<u>22,941.61</u>	
	<u>1,935,223.00</u>	<u>1,957,401.14</u>	101.15%
TOTAL COLLECTED	<u>29,039,085.00</u>	<u>29,383,811.35</u>	<u>101.19%</u>

TAX COLLECTION COMPARISONS as of Month Ended			<u>6/30/2022</u>
	<u>TOTAL</u> <u>BUDGETED</u>	<u>COLLECTED</u>	<u>% OF</u> <u>BUDGET</u>
2020/21 SCHOOL YEAR	26,030,315.00	26,374,366.68	101.32%
2021/22 SCHOOL YEAR	29,039,085.00	29,383,811.35	101.19%

PORT ARANSAS ISD
Bond 2017 Expenditure Report

As of 6/30/2022

Bond - 2017 Description	Bond Budget 9-1-2021 to 8-31-2022	Spent & Encumbered	Funds Available at 06/30/22
LIBRARY AND INSTRUCTIONAL MATERIALS			
BOND/HS-LIBRARY BOOKS/INST MAT	425.22	425.22	-
BOND/EL-LIBRARY BOOKS/INST MAT	121.88	121.88	-
BOND/MS-LIBRARY BOOKS/INST MAT	174.31	174.31	-
	721.41	721.41	-
SECURITY / SAFETY IMPROVEMENT			
BOND/ ADMIN BUILDING SECURITY	10,000.00	-	10,000.00
	10,000.00	-	10,000.00
TECHNOLOGY			
BOND/ SUPPORT HOURS	13,313.90	6,600.00	6,713.90
BOND/ DISTRICT EQUIPMENT	143,721.19	83,194.50	60,526.69
BOND/ TECH MAINT SUPPLIES	6,000.00	3,479.17	2,520.83
BOND/ HS-TECH MAINT SUPPLIES	9,914.52	890.78	9,023.74
BOND/ BMS-TECH MAINT SUPPLIES	13,439.67	6,879.58	6,560.09
BOND/ OES-TECH MAINT SUPPLIES	13,353.34	2,111.19	11,242.15
	199,742.62	103,155.22	96,587.40
FINE ARTS			
BOND/ BAND INSTRUMENTS & Repair	2,132.21	2,132.21	-
	2,132.21	2,132.21	-
ATHLETICS			
BOND/ ATH EQUIP & UNIFORMS	16,273.14	16,273.14	-
	16,273.14	16,273.14	-
OTHER EXPENSES			
Marlin Innovation Lab	500,000.00	500,000.00	-
Marlin Innovation Lab	30,200.00	30,200.00	-
BOND/ PROF SERVICES (ARCHIT)	9,279.50	4,031.98	5,247.52
	539,479.50	534,231.98	5,247.52
Current Year Budget and Expenses	768,348.88	656,513.96	111,834.92
PRIOR YEAR EXPENSES			
2021-22 EXPENDITURES	475,441.05		
2019-20 EXPENDITURES	1,831,645.28		
2018-19 EXPENDITURES	1,922,299.19		
2017-18 EXPENDITURES	677,108.91		
2016-17 EXPENDITURES	630,356.69		
	5,536,851.12	-	-
Budget includes Bond 2017 Interest Income	6,305,200.00	656,513.96	111,834.92
Employee Housing (Approved but Unissued)	360,000.00		360,000.00
Total Bond 2017	6,665,200.00		471,834.92
	100%		

PORT ARANSAS ISD
Bond 2021 - Expenditure Report

6/30/2022

	Bond - 2021 Description	Total Bond Budget	Bond Budget for 2021-2022	Spent & Encumbered	Funds Available at 06/30/2022
Major Maintenance					
	BOND/TRANSPORTATION CONT SERVICES		14,800.00	14,766.48	33.52
	BOND/TRANSPORTATION SUPPLIES		6,785.00	3,273.07	3,511.93
	BOND/SUMMER SALARY		27,000.00	13,215.03	13,784.97
	BOND/ANNUAL INSPECTIONS		10,504.82	8,216.18	2,288.64
	BOND/CONTRACT MAINT-REPAIR		82,000.00	81,110.19	889.81
	BOND/CONTR MNT/GROUNDS		8,000.00	5,612.80	2,387.20
	BOND/HVAC REPAIR		10,000.00	9,770.56	229.44
	BOND/DIST WIDE MULLION/PANIC B		40,695.18	40,695.18	-
	BOND/SUPPLIES MAINT & REPAIRS		38,500.00	38,175.35	324.65
	BOND/SUPPLIES GROUNDS		6,000.00	2,140.01	3,859.99
	BOND/HERBICIDES & PESTICIDES		5,000.00	4,870.17	129.83
	BOND/FIXED ASSET INVENTORY SUPPLEIS		715.00	691.93	23.07
		750,000.00	250,000.00	222,536.95	27,463.05
Instructional Materials					
	BOND/HS-LIBRARY BOOKS/MEDIA		5,200.00	1,311.14	3,888.86
	BOND/OES-LIBRARY BOOKS/MEDIA		5,500.00	4,035.18	1,464.82
	BOND/MS-LIBRARY BOOKS/MEDIA		5,500.00	3,747.65	1,752.35
	BOND/HS INSTRUCTIONAL MAT		2,300.00	1,638.12	661.88
	BOND/OES INSTRUCTIONAL MAT		1,000.00	-	1,000.00
	BOND/MS INSTRUCTIONAL MAT		500.00	-	500.00
		30,000.00	20,000.00	10,732.09	9,267.91
Security					
	BOND/OES WALL TO SECURE BLD	75,000.00	75,000.00	71,153.59	3,846.41
	BOND/CAMERA REPLACE/ADDITIONS	75,000.00	75,000.00	9,751.90	65,248.10
	BOND/SAFETY EQUIP & UPGRADES	100,000.00	72,620.60	62,162.64	10,457.96
	BOND/VEHICLE BARRIERS ENTRANCES	80,000.00	80,000.00	16,880.81	63,119.19
	BOND/ADMIN SECURE ENT	25,000.00			
	BOND/OES REPLACE BLUE FENCE	50,000.00	50,000.00	33,579.69	16,420.31
		405,000.00	352,620.60	193,528.63	159,091.97
Technology					
	BOND/ DISTRICT TECH EQUIPMENT	175,000.00	100,000.00		100,000.00
		175,000.00	100,000.00	-	100,000.00
Athletics					
	BOND/ ATH EQUIPMENT & UNIFORMS	76,000.00	68,955.00	44,220.38	24,734.62
	BOND/REPLACE SOFTBALL FENCING	50,000.00	50,000.00	-	50,000.00
	BOND/REPLACE TENNIS COURT FENC	15,000.00	47,725.46	47,725.46	-
	BOND/EXTEND TURF SPORTS AREA	100,000.00	100,000.00	-	100,000.00
		241,000.00	266,680.46	91,945.84	174,734.62

PORT ARANSAS ISD
Bond 2021 - Expenditure Report

6/30/2022

Instructional				
BOND/MS SCIENCE LAB EQUIP	5,000.00	551.10		551.10
BOND/FURNITURE	81,000.00	54,886.07	11,298.93	43,587.14
	86,000.00	55,437.17	11,298.93	44,138.24
Campus Improvements				
BOND/OES-ACE BACK DOOR	2,500.00	2,500.00	-	2,500.00
BOND/HS GYM PAINT & MURAL	45,000.00			-
BOND/HVAC REPAIR & UPGRADE	1,000,000.00	738,827.47	701,112.53	37,714.94
BOND/MOVE HS GYM AIR HANDLERS	200,000.00	200,000.00		200,000.00
BOND/HS ENTRANCE SHADE	30,000.00	32,129.46	32,129.46	-
BOND/ADMIN KITCHEN RECONFIGURATION	30,000.00	-		-
BOND/HS ART PATIO	50,000.00	50,000.00	1,800.00	48,200.00
BOND/OES AWNING @ DROP OFF	200,000.00	204,435.00	204,435.00	-
BOND/ INNOVATION LAB	365,000.00	111,815.86	86,687.27	25,128.59
BOND/CONTINGENCY EXPENSES:				
BOND/HS SPED WALL		14,550.00	14,550.00	-
BOND/PAINT OES GYM		21,985.00	21,985.00	-
BOND/OES LIBRARY STOREFRONT		40,550.00	40,550.00	-
BOND/HS ART ROOM ISLAND DEMO		2,108.00	2,108.00	-
BOND/BOTTLE FILLER		2,514.78	2,514.78	-
BOND/LOUVER REPAIR AT HS		6,250.00	6,250.00	-
BOND/OES SEPTIC REPAIR		10,500.00	10,500.00	-
BOND/3 FLOOR SCRUBBERS (2021)		23,883.57	23,883.57	-
	1,922,500.00	1,462,049.14	1,148,505.61	313,543.53
BOND/EMPLOYEE HOUSING	360,000.00	-	3,687.50	(3,687.50)
BOND/ PROF SERVICES(ARCHIT/ENG)	200,000.00	129,305.81	21,147.61	108,158.20
BOND/ CONTINGENCY	830,500.00	303,906.21	-	303,906.21
	1,390,500.00	433,212.02	24,835.11	408,376.91
	5,000,000.00	2,939,999.39	1,703,383.16	1,236,616.23
Actual Expenses 2020-21		838,500.61		
Budget 2022-2023		1,221,500.00		
TOTAL 2021 BOND BUDGET		5,000,000.00		

REPORTS

B. Superintendent's Report

The Superintendent will present to the Board the following information:

1. STAAR Assessment Update

CONSENT AGENDA

Action Item:

Consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Board member requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote

RATIONALE: BE (LOCAL)

BUDGET: No Financial Impact

RECOMMENDATION: Accept the superintendent's recommendation to approve the consent agenda as presented.

CONSENT AGENDA
Minutes of Previous Meetings

Action Item:

The Board will consider approval of the Regular Board Meeting Minutes dated June 14, 2022. The minutes of the board meetings listed are enclosed. If you believe there are errors, please notify Rosalie Johnson before the meeting so that the necessary corrections can be made.

RATIONALE: According to BE (Local), minutes must be approved by the Board and entered as the legal record of Board action.

BUDGET: No Financial Impact

RECOMMENDATION: Accept the superintendent's recommendation to approve board meeting minutes as presented.

The Board of Trustees Minutes

Port Aransas Independent School District

Port Aransas, Texas

Regular Meeting

Regular Meeting date, time and place: June 14, 2022 at 6:00 P.M. in the Board Room of the PAISD Administration Building.

Members Present: Deana Erdner, Cherrie Stunz, Marnie Pate, Leslie Mills, Kristi Littleton, Marc Hofhiens and Daniel Johnson (arrived at 6:04 p.m.)

Members Absent:

Administration: Sharon McKinney, Carol Sue Hipp, Tisha Piwetz, James Garrett and David Swartwout

- I. The meeting was called to order by Board President, Deana Erdner at 6:03 p.m.
 - A. Moment of Silence and Pledge of Allegiance led by Tisha Piwetz, Director of Human Resources
- II. PRESENTATIONS
 - A. Jerry McDonald Award Winners presented by David Swartwout and James Garrett
 - PAHS Winners – Stefan Deason and Avica Burrill
 - BMS Winners – Tyler Hofhiens and Madison Peterek
 - OES Winners – Alejandro Jimenez and Ellie Travis
- III. BUDGET WORKSHOP presented by Carol Sue Hipp
- IV. COMMENTS
 - A. Public Testimony – None
 - B. Board of Trustee’s Acknowledgment – None
- V. REPORTS
 - A. Business Reports presented by Carol Sue Hipp
 1. May Expenditures
 2. Tax Collections
 3. Bond Expenditures
 4. ESC 2 Commitments for 2022-2023
 - B. Superintendent Reports presented by Sharon McKinney
 1. Enrollment/Attendance
 2. Special Programs Report
 3. Planning for 2022-2023 School Year

VI. CONSENT AGENDA

Marnie Pate made a motion, second by Leslie Mills to approve the consent agenda as presented.

All board members present approved the motion; motion carried unanimously.

- A. The board accepted the superintendent’s recommendation to approve the regular board meeting minutes dated May 11, 2022 and the gathering meeting minutes dated May 11, 2022.
- B. The board accepted the superintendent’s recommendation to approve the monthly investment report as presented.
- C. The board accepted the superintendent’s recommendation to approve the MOU between Nueces County JJAEP and PAISD as presented.
- D. The board accepted the superintendent’s recommendation to approve summer projects over \$25,000.00 as presented.

VII. DISCUSSION AND/OR ACTION ITEMS

A. Marc Hofhiens made a motion, second by Kristi Littleton to accept the superintendent’s recommendation of the use of the Construction Manager-At-Risk for the PAISD Employee Housing Project.

All board members present approved the motion; motion carried unanimously.

VIII. CLOSED SESSION - The board adjourned into executive session at 7:43 p.m. in accordance with the Texas Open Meeting Act, Texas Government Code 551.071 thru 551.083 to consider the following:

- A. Personnel: Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, and Dismissal of Employee(s).
- B. Discuss Certified Educator Contract(s).

IX. OPEN SESSION – the board reconvened into open session at 8:07 p.m.

A. Marnie Pate made a motion, second by Marc Hofhiens to extend a probationary educator contract to Sherry Marshall and Ambra Coapland for the 2022 – 2023 school year.

All board members present approved the motion; motion carried unanimously.

X. ADJOURN – The meeting adjourned at 8:08 p.m.

Deana Erdner, Board President

Cherrie Stunz, Board Secretary

July 20, 2022
Date Approved

CONSENT AGENDA
Monthly Investment Report

Action Item:

The Board will consider approval of the Monthly Investment Report.

RATIONALE: CDA (Local)

BUDGET: No Financial Impact

RECOMMENDATION: It is the recommendation of the Superintendent that the Board approve the monthly investment report as presented.

PORT ARANSAS INDEPENDENT SCHOOL DISTRICT
DEPOSITS AND INVESTMENTS BY TYPE AND FUND @ 6/30/2022

	Beginning Balance	Receipts	Expenditures	Transfers	Service Fees	Interest Earned	Ending Balance	Interest Rate	Estimated Earnings at Maturity
	6/1/2022						6/30/2022		
AMERICAN BANK									
General Fund	\$ 442,317.43	276,590.02	(901,841.29)	1,000,000.00			\$ 817,066.16	0.00%	
Interest & Sinking	\$ 21,719.59						\$ 21,719.59	0.00%	
Disaster Relief/Donation	\$ 201,293.41						\$ 201,293.41	0.00%	
Scholarship Funds	\$ 565,841.91	9,670.12	(7,912.33)				\$ 567,599.70	0.00%	
Harvey/FEMA	\$ 163,799.80						\$ 163,799.80	0.00%	
	\$ 1,394,972.14	286,260.14	(909,753.62)	1,000,000.00	-	-	\$ 1,394,972.14		
TEXAS RANGE - General Fund									
TexasDAILY	\$ -					10.95	\$ 10.95	1.00%	
TexasDAILY Select	\$ 2,008,403.08			501,445.21		2,142.40	\$ 2,511,990.69	1.26%	
TexasTERM	\$ 18,030,328.11			(501,445.21)		1,987.68	\$ 17,530,870.58	0.22% to 1.65%	\$ 29,797.33
	20,038,731.19	-	-	-	-	4,141.03	\$ 20,042,872.22		
TEXAS RANGE - Property Value Decline									
TexasDAILY	\$ 1,254.17					1.04	\$ 1,255.21	1.00%	
TexasDAILY Select	\$ 8,003.66						\$ 8,003.66	1.26%	25
TexasTERM	\$ 6,108,000.00						\$ 6,108,000.00	0.30% to 1.95%	\$ 53,479.34
CD's	\$ 248,000.00						\$ 248,000.00	0.25%	\$ 618.30
	\$ 6,365,257.83	-	-	-	-	1.04	\$ 6,365,258.87		
LONE STAR / FIRST PUBLIC									
General Fund	\$ 10,094,102.64	207,639.28		(1,000,000.00)		9,184.65	\$ 9,310,926.57	1.1900%	
Interest & Sinking	\$ 811,597.77	14,849.33				803.91	\$ 827,251.01	1.1900%	
Worker's Comp	\$ 55,649.08					54.62	\$ 55,703.70	1.1900%	
Bond 2017-A	\$ 193,250.51					189.67	\$ 193,440.18	1.1900%	
Bond 2021	\$ 2,680,304.49					2,630.71	\$ 2,682,935.20	1.1900%	
	\$ 13,834,904.49	222,488.61	-	(1,000,000.00)	-	12,863.56	\$ 13,070,256.66		
TOTAL	\$ 41,633,865.65	508,748.75	(909,753.62)	-	-	17,005.63	\$ 40,873,359.89		

COMPLIANCE CERTIFICATION

We hereby certify the Monthly Investment Report represents the investment position of the district at month end and that all investments were purchased in compliance with the Board approved cash management and investment policy.

Benchmarks:	
3-month T-Bill	1.0000%
6-month T-Bill	1.0000%
1-year T-Bill	1.4900%
TexPool Prime	1.2031%
TexPool	1.0013%


 Carol Sue Hipp, Exec. Dir. of Business & Operations

Participant #: 178908

Lone Star™ June 2022
Investment Pool **Monthly Statement**

Statement Period: 06/01/2022 to 06/30/2022

Carol Sue Hipp
Port Aransas ISD
100 Station Street
Port Aransas, Texas 78373



Summary of Portfolio Holdings

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Construction - 2017A	Corporate Overnight Plus Fund	193,440.18	1.00	193,440.18	1.48%
Totals:				193,440.18	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Construction Bond 2021	Corporate Overnight Plus Fund	2,682,935.20	1.00	2,682,935.20	20.58%
Totals:				2,682,935.20	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Plus Fund	9,281,139.66	1.00	9,281,139.66	71.18%
Totals:				9,281,139.66	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Fund	Corporate Overnight Plus Fund	825,126.19	1.00	825,126.19	6.33%
Totals:				825,126.19	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Workers Compensation Fund	Corporate Overnight Plus Fund	55,703.70	1.00	55,703.70	0.43%
Totals:				55,703.70	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	0.00 %	0.00	1.00	0.00	0.00 %
Government Overnight Fund	0.00 %	0.00	1.00	0.00	0.00 %
Corporate Overnight Plus Fund	1.19 %	13,038,344.93	1.00	13,038,344.93	100.00 %
		26	Total Value:	13,038,344.93	100.00 %

Portfolio Transactions

Construction - 2017A - Corporate Overnight Plus Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2022	Starting Balance	193,250.51			193,250.51
06/30/2022	Interest	193,440.18	189.67	1.00	189.67
06/30/2022	Ending Balance	193,440.18			193,440.18

Construction Bond 2021 - Corporate Overnight Plus Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2022	Starting Balance	2,680,304.49			2,680,304.49
06/30/2022	Interest	2,682,935.20	2,630.71	1.00	2,630.71
06/30/2022	Ending Balance	2,682,935.20			2,682,935.20

General Fund - Corporate Overnight Plus Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2022	Starting Balance	10,051,778.89			10,051,778.89
06/01/2022	Deposit	10,056,537.82	4,758.93	1.00	4,758.93
06/02/2022	Deposit	10,094,102.64	37,564.82	1.00	37,564.82
06/03/2022	Deposit	10,106,537.27	12,434.63	1.00	12,434.63
06/07/2022	Deposit	10,132,308.98	25,771.71	1.00	25,771.71
06/07/2022	Withdrawal	9,132,308.98	-1,000,000.00	1.00	-1,000,000.00
06/08/2022	Deposit	9,154,072.79	21,763.81	1.00	21,763.81
06/09/2022	Deposit	9,158,232.89	4,160.10	1.00	4,160.10
06/10/2022	Deposit	9,160,492.97	2,260.08	1.00	2,260.08
06/13/2022	Deposit	9,161,036.87	543.90	1.00	543.90
06/14/2022	Deposit	9,185,888.74	24,851.87	1.00	24,851.87
06/15/2022	Deposit	9,215,806.82	29,918.08	1.00	29,918.08
06/16/2022	Deposit	9,218,686.17	2,879.35	1.00	2,879.35
06/17/2022	Deposit	9,223,337.28	4,651.11	1.00	4,651.11
06/21/2022	Deposit	9,228,758.45	5,421.17	1.00	5,421.17
06/23/2022	Deposit	9,234,503.95	5,745.50	1.00	5,745.50
06/24/2022	Deposit	9,246,602.80	12,098.85	1.00	12,098.85
06/27/2022	Deposit	9,247,646.78	1,043.98	1.00	1,043.98
06/28/2022	Deposit	9,257,262.85	9,616.07	1.00	9,616.07
06/29/2022	Deposit	9,262,034.85	4,772.00	1.00	4,772.00
06/30/2022	Deposit	9,271,955.01	9,920.16	1.00	9,920.16
06/30/2022	Interest	9,281,139.66	9,184.65	1.00	9,184.65
06/30/2022	Ending Balance	9,281,139.66			9,281,139.66

Interest & Sinking Fund - Corporate Overnight Plus Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2022	Starting Balance	808,568.83			808,568.83
06/01/2022	Deposit	808,908.61	339.78	1.00	339.78
06/02/2022	Deposit	811,597.77	2,689.16	1.00	2,689.16
06/03/2022	Deposit	812,485.63	887.86	1.00	887.86
06/07/2022	Deposit	814,325.02	1,839.39	1.00	1,839.39
06/08/2022	Deposit	815,862.02	1,537.00	1.00	1,537.00
06/09/2022	Deposit	816,159.05	297.03	1.00	297.03
06/10/2022	Deposit	816,320.42	161.37	1.00	161.37
06/13/2022	Deposit	816,359.26	38.84	1.00	38.84
06/14/2022	Deposit	818,133.66	1,774.40	1.00	1,774.40
06/15/2022	Deposit	820,269.80	2,136.14	1.00	2,136.14
06/16/2022	Deposit	820,475.327	205.59	1.00	205.59
06/17/2022	Deposit	820,807.48	332.09	1.00	332.09

Interest & Sinking Fund - Corporate Overnight Plus Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/21/2022	Deposit	821,194.56	387.08	1.00	387.08
06/23/2022	Deposit	821,648.72	454.16	1.00	454.16
06/24/2022	Deposit	822,512.50	863.78	1.00	863.78
06/27/2022	Deposit	822,587.05	74.55	1.00	74.55
06/28/2022	Deposit	823,273.64	686.59	1.00	686.59
06/29/2022	Deposit	823,614.35	340.71	1.00	340.71
06/30/2022	Deposit	824,322.28	707.93	1.00	707.93
06/30/2022	Interest	825,126.19	803.91	1.00	803.91
06/30/2022	Ending Balance	825,126.19			825,126.19

Workers Compensation Fund - Corporate Overnight Plus Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2022	Starting Balance	55,649.08			55,649.08
06/30/2022	Interest	55,703.70	54.62	1.00	54.62
06/30/2022	Ending Balance	55,703.70			55,703.70

Important Information about this statement

Please review this statement carefully, it is the official record of your account with Lone Star Investment Pool and First Public, LLC. If you disagree with any transaction, or if there are any errors or omissions in this statement please notify us promptly in writing, but no later than 10 business days after receipt of this statement. Trades pending settlement will not appear on this statement. All such trades will appear in the next monthly statement. The yield for the period is an annualized rate that reflects the relationship between the average amount of income earned and the average daily balance for the account. Please notify First Public promptly and in writing of any changes of address or phone number. Times of transactions will be furnished upon written request. The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with municipal fund securities before investing. All transactions are no load. No remuneration has, or will be, paid to any entity in connection with this transaction. An investor may obtain an Information Statement by contacting First Public at the address and phone number identified above. An investment in Lone Star investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency and although Lone Star Investment Pool seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in municipal fund securities.



Account Statement - Transaction Summary

For the Month Ending **June 30, 2022**

Port Aransas ISD - GENERAL FUND - 1238-00

TexasDAILY	
Opening Market Value	0.00
Purchases	1,001,176.71
Redemptions	(1,001,165.76)
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$10.95
Cash Dividends and Income	10.95

Texas TERM	
Opening Market Value	18,030,328.11
Purchases	1,500,542.47
Redemptions	(2,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00

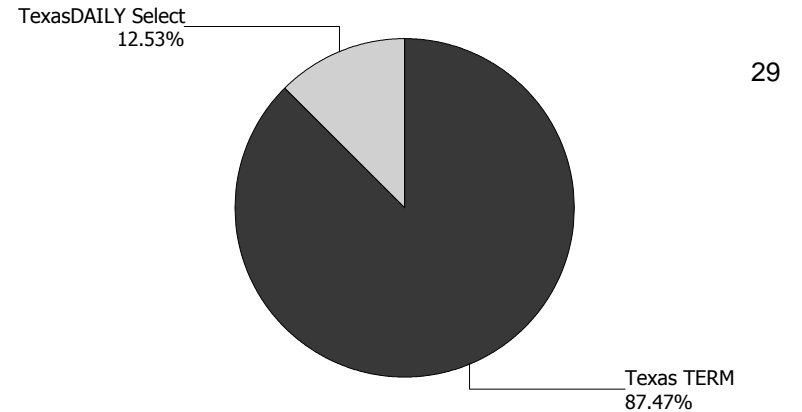
Closing Market Value	\$17,530,870.58
Cash Dividends and Income	1,987.68

TexasDAILY Select	
Opening Market Value	2,008,403.08
Purchases	1,503,587.61
Redemptions	(1,000,000.00)
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$2,511,990.69
Cash Dividends and Income	2,142.40

Asset Summary		
	June 30, 2022	May 31, 2022
TexasDAILY	10.95	0.00
Texas TERM	17,530,870.58	18,030,328.11
TexasDAILY Select	2,511,990.69	2,008,403.08
Total	\$20,042,872.22	\$20,038,731.19

Asset Allocation





Investment Holdings

For the Month Ending **June 30, 2022**

Port Aransas ISD - GENERAL FUND - 1238-00

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Estimated Earnings	Est. Value at Maturity
Texas TERM							
01/03/22	01/03/22	TERM - Texas TERM Dec 22	07/01/22	0.2200	1,000,000.00	1,078.90	1,001,078.90
01/04/22	01/04/22	TERM - Texas TERM Dec 22	07/05/22	0.2300	1,000,000.00	1,121.64	1,001,146.85
01/06/22	01/06/22	TERM - Texas TERM Dec 22	07/05/22	0.2400	1,000,000.00	1,157.26	1,001,183.56
02/15/22	02/15/22	TERM - Texas TERM Dec 22	07/05/22	0.6200	500,161.26	1,155.44	501,350.68
01/20/22	01/20/22	TERM - Texas TERM Dec 22	07/14/22	0.3500	530,000.00	823.31	530,889.38
03/11/22	03/11/22	TERM - Texas TERM Dec 22	07/20/22	1.0300	500,166.85	1,580.80	502,015.82
06/02/22	06/02/22	TERM - Texas TERM Dec 22	08/01/22	1.0800	1,000,000.00	858.08	1,001,775.34
01/05/22	01/05/22	TERM - Texas TERM Dec 22	08/05/22	0.2600	5,000,000.00	6,304.11	5,007,550.68
01/06/22	01/06/22	TERM - Texas TERM Dec 22	08/05/22	0.2700	1,000,000.00	1,301.92	1,001,560.82
01/07/22	01/07/22	TERM - Texas TERM Dec 22	08/05/22	0.2800	1,000,000.00	1,342.47	1,001,610.96
12/10/21	12/13/21	TERM - Texas TERM Dec 22	08/09/22	0.2200	500,000.00	602.74	500,720.27
01/13/22	01/13/22	TERM - Texas TERM Dec 22	08/12/22	0.3400	4,000,000.00	6,296.99	4,007,861.92
06/16/22	06/16/22	TERM - Texas TERM Dec 22	08/16/22	1.6500	500,542.47	339.41	501,922.73
Total					\$17,530,870.58	\$23,963.07	\$17,560,667.91



Account Statement

For the Month Ending **June 30, 2022**

Port Aransas ISD - GENERAL FUND - 1238-00

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
TexasDAILY					
Opening Balance					0.00
06/15/22	06/15/22	Purchase - TERM Maturity	1.00	500,542.47	500,542.47
06/16/22	06/16/22	Redemption - TERM Investment	1.00	(500,542.47)	0.00
06/28/22	06/28/22	Purchase - TERM Maturity	1.00	500,623.29	500,623.29
06/28/22	06/28/22	Exchange from TexasDAILY to TexasDAILY Select	1.00	(500,623.29)	0.00
06/30/22	07/01/22	Accrual Income Div Reinvestment - Distributions	1.00	10.95	10.95

Closing Balance **10.95**

	Month of June	Fiscal YTD January-June		31
Opening Balance	0.00	17,035,430.38	Closing Balance	10.95
Purchases	1,001,176.71	2,501,630.57	Average Monthly Balance	16,685.11
Redemptions (Excl. Checks)	(1,001,165.76)	(19,537,050.00)	Monthly Distribution Yield	1.00%
Check Disbursements	0.00	0.00		
Closing Balance	10.95	10.95		
Cash Dividends and Income	10.95	25.09		

TexasDAILY Select

Opening Balance					2,008,403.08
06/02/22	06/02/22	Purchase - TERM Maturity	1.00	1,000,821.92	3,009,225.00
06/02/22	06/02/22	Redemption - TERM Investment	1.00	(1,000,000.00)	2,009,225.00



Account Statement

For the Month Ending **June 30, 2022**

Port Aransas ISD - GENERAL FUND - 1238-00

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
TexasDAILY Select					
06/28/22	06/28/22	Exchange from TexasDAILY to TexasDAILY Select	1.00	500,623.29	2,509,848.29
06/30/22	07/01/22	Accrual Income Div Reinvestment - Distributions	1.00	2,142.40	2,511,990.69
Closing Balance					2,511,990.69

	Month of June	Fiscal YTD January-June		
Opening Balance	2,008,403.08	0.00	Closing Balance	2,511,990.69
Purchases	1,503,587.61	21,041,990.69	Average Monthly Balance	2,059,331.35
Redemptions (Excl. Checks)	(1,000,000.00)	(18,530,000.00)	Monthly Distribution Yield	1.26%
Check Disbursements	0.00	0.00		32
Closing Balance	2,511,990.69	2,511,990.69		
Cash Dividends and Income	2,142.40	3,807.98		

Trade Date	Settlement Date	Transaction Description	Maturity Date	Stated Yield	Dollar Amount of Transaction
Texas TERM					
06/02/22	06/02/22	Redemption - TERM Maturity			(1,000,821.92)
06/02/22	06/02/22	Purchase - TERM Investment	08/01/22	1.0800	1,000,000.00
06/15/22	06/15/22	Redemption - TERM Maturity			(500,542.47)
06/16/22	06/16/22	Purchase - TERM Investment	08/16/22	1.6500	500,542.47
06/28/22	06/28/22	Redemption - TERM Maturity			(500,623.29)



Account Statement - Transaction Summary

For the Month Ending **June 30, 2022**

Port Aransas ISD - Property Value Decline - 1238-02

TexasDAILY	
Opening Market Value	1,254.17
Purchases	1.04
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$1,255.21
Cash Dividends and Income	1.04

Texas TERM	
Opening Market Value	6,108,000.00
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

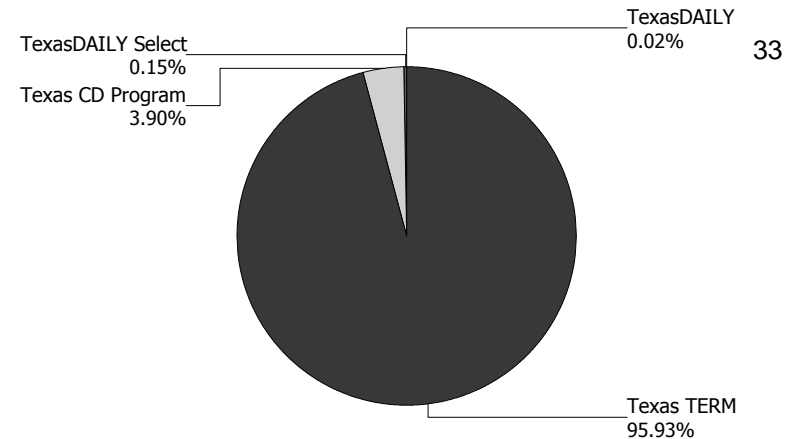
Closing Market Value	\$6,108,000.00
Cash Dividends and Income	0.00

Texas CD Program	
Opening Market Value	248,000.00
Purchases	0.00
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00

Closing Market Value	\$248,000.00
Cash Dividends and Income	0.00

Asset Summary		
	June 30, 2022	May 31, 2022
TexasDAILY	1,255.21	1,254.17
Texas TERM	6,108,000.00	6,108,000.00
Texas CD Program	248,000.00	248,000.00
TexasDAILY Select	9,752.45	9,742.37
Total	\$6,367,007.66	\$6,366,996.54

Asset Allocation





Account Statement - Transaction Summary

For the Month Ending **June 30, 2022**

Port Aransas ISD - Property Value Decline - 1238-02

TexasDAILY Select

Opening Market Value	9,742.37
Purchases	10.08
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	\$9,752.45
Cash Dividends and Income	10.08



Investment Holdings

For the Month Ending **June 30, 2022**

Port Aransas ISD - Property Value Decline - 1238-02

Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Accrued Interest	Est. Value at Maturity
Texas CD Program							
10/22/21	10/22/21	CD - Third Coast Bank Ssb, TX	10/21/22	0.25	248,000.00	428.05	248,618.30
Total					\$248,000.00	\$428.05	\$248,618.30
Trade Date	Settlement Date	Security Description	Maturity Date	Rate	Investment Amount	Estimated Earnings	Est. Value at Maturity
Texas TERM							
12/16/21	12/17/21	TERM - Texas TERM Dec 22	09/12/22	0.3000	750,000.00	1,208.22	751,658.22
11/02/21	11/02/21	TERM - Texas TERM Dec 22	09/21/22	0.1900	310,000.00	388.90	310,521.22
10/13/21	10/13/21	TERM - Texas TERM Dec 22	10/03/22	0.1400	300,000.00	300.33	300,408.49
12/06/21	12/06/21	TERM - Texas TERM Dec 22	12/01/22	0.3700	800,000.00	1,678.68	802,919.45
04/01/22	04/04/22	TERM - Texas TERM Dec 23	12/27/22	1.5800	2,000,000.00	7,618.63	2,025,115.62
04/29/22	04/29/22	TERM - Texas TERM Dec 23	12/29/22	1.9500	1,700,000.00	5,721.78	1,722,160.55
02/22/22	02/23/22	TERM - Texas TERM Dec 23	02/22/23	1.0900	248,000.00	947.97	250,695.79
Total					\$6,108,000.00	\$17,864.51	\$6,161,479.34



Account Statement

For the Month Ending **June 30, 2022**

Port Aransas ISD - Property Value Decline - 1238-02

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
TexasDAILY					
Opening Balance					1,254.17
06/30/22	07/01/22	Accrual Income Div Reinvestment - Distributions	1.00	1.04	1,255.21
Closing Balance					1,255.21

	Month of June	Fiscal YTD January-June		
Opening Balance	1,254.17	8,152.56	Closing Balance	1,255.21
Purchases	1.04	3,950,829.52	Average Monthly Balance	1,254.20
Redemptions (Excl. Checks)	0.00	(3,957,726.87)	Monthly Distribution Yield	1.00%
Check Disbursements	0.00	0.00		
Closing Balance	1,255.21	1,255.21		36
Cash Dividends and Income	1.04	76.21		

TexasDAILY Select

Opening Balance						9,742.37
06/30/22	07/01/22	Accrual Income Div Reinvestment - Distributions	1.00	10.08	9,752.45	



Account Statement

For the Month Ending **June 30, 2022**

Port Aransas ISD - Property Value Decline - 1238-02

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
Closing Balance					9,752.45
	Month of June	Fiscal YTD January-June			
Opening Balance	9,742.37	0.00	Closing Balance	9,752.45	
Purchases	10.08	9,752.45	Average Monthly Balance	9,742.71	
Redemptions (Excl. Checks)	0.00	0.00	Monthly Distribution Yield	1.26%	
Check Disbursements	0.00	0.00			
Closing Balance	9,752.45	9,752.45			
Cash Dividends and Income	10.08	25.58			

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CONSENT AGENDA

**Consider/Take Action to Designate
Employee/Officer to Calculate Tax Rate**

ACTION ITEM:

As part of the budget adoption process, the governing body is required to designate the person responsible for calculating the 2022 No-New Revenue & Voter-Approval Tax Rate Calculations. In prior years, Port Aransas ISD has appointed Carol Sue Hipp, Executive Director of Business and Operations to calculate and prepare the 2022 No-New Revenue and Voter-Approval Tax Rates for Port Aransas ISD. Ms. Hipp works with the Nueces County Tax Assessor-Collector’s office in preparing this information.

Board Policy CCG(Legal): [LOCAL REVENUE SOURCES - AD VALOREM TAXES \(tasb.org\)](http://tasb.org)

Designated
Employee/Officer
to Calculate Rates

After the district’s assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district.

RATIONALE:	Board Policy CCG(Legal)
BUDGET:	None
RECOMMENDATION:	Accept the superintendent’s recommendation to designate Carol Sue Hipp, Executive Director of Business and Operations to calculate and prepare the 2022 No-New Revenue and Voter-Approval Tax Rates for Port Aransas ISD.

CONSENT AGENDA

Consider/ Take Possible Action to Approve Purchase of Attendance Credits

ACTION ITEM:

This agreement simply states that we intend to enter into an Option 3 Agreement with the State for the purchase of attendance credits. This is due to our status as a recapture district.

Other options are to fund education costs at another school district – nonresident students (Option 4) or to consolidate the district’s tax base with another district (Option 5). Neither of these options are viable for Port Aransas ISD.

In review of State Funding templates for the 2022-23 school year our payments for next year will surpass the 2021-22 payments due to the projected increase in property values. The compression of the tax rate for the 2022-23 will provide a lower tax rate, but due to the increased property values, an increase in property taxes collected will result in an increased liability to the State.

RATIONALE:	Due to the large amount of our recapture payments, Option 3 continues to be the best option for PAISD.
BUDGET:	Preliminary estimated recapture payments for the 2022-23 school year total is \$27.6 million.
RECOMMENDATION:	Accept the superintendent’s recommendation to approve Option 3 agreement.

Agreement for the Purchase of Attendance Credit

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2022-2023 (the "school year").

The agreement is for Port Aransas ISD School District ("the district"), with a county-district number of 178908, to purchase attendance credit from the state for the school year.

This agreement is subject to the approval of the voters of the district as provided by the TEC, §49.156. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

Initial payments will be based on the commissioner's estimate of the total cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year. The district agrees to make the payments in accordance with the schedule specified in the TEC, §49.154.

The total cost of credit will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 for the school year is available. If that amount is less than the amount paid by the district through August 15 of the school year, the difference will be refunded. If that amount is greater than the amount paid, the district shall remit an amount equal to the difference for deposit in the state treasury to be used for the Foundation School Program.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Signature of President, Board of Trustees

Date: _____

Signature of Secretary, Board of Trustees

Date: _____

Signature of Superintendent

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

CONSENT

Consider/Take Possible Action to Approve Delegation of Authority to Superintendent to Obligate PAISD Under Chapter 49

ACTION ITEM:

Port Aransas ISD is subject to the provisions of Chapter 49 (previously Chapter 41) for the 2022-23 school year. All agreements for the purchase of attendance credits are to be submitted to TEA before January 13, 2023.

As in prior years, PAISD chooses to submit the Option 3 Contract for the purchase of attendance credits. These documents can be submitted by the superintendent through the Excess Local Revenue system on the online FSP System. The following statement must be approved and recorded in the board minutes for the superintendents to have the authority to obligate the school district:

For the 2022-23 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This authority includes approval of the *Agreement for the Purchase of Attendance Credit*.

RATIONALE:	TEC) §11.1511(c)(4) and TEC, §48.257 and TEC, Chapter 49, A & D
BUDGET:	Chapter 49 Excess Local Revenue (Recapture payments)
RECOMMENDATION:	Accept the superintendent’s recommendation to delegate contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This authority includes approval of the <i>Agreement for the Purchase of Attendance Credit</i> .

CONSENT AGENDA

**Consider/ Take Possible Action to Set Public Hearing for
2022-23 Budget and Proposed Tax Rate**

ACTION ITEM:

As part of the budget adoption process, the governing body is required to conduct a public hearing prior to adoption of the budget for 2022-23.

The budget must be adopted before the start of the new fiscal year on September 1, 2022.

Administration recommends setting the Date/Time for Public Hearing on Budget for Port Aransas I.S.D. on Wednesday, August 24, 2022 at 6:00 P.M.

RATIONALE:	Texas Education Code 44.004
BUDGET:	None required. This is a public meeting for proposed budget and proposed tax rate.
RECOMMENDATION:	Accept the superintendent’s recommendation to set the date/time for Public Hearing on Budget and Proposed Tax Rate for Port Aransas I.S.D. on Wednesday, August 24, 2022 at 6:00 P.M.

Consent Agenda

Consider/Take Possible Action to Approve the PAISD 2022-2023 District Professional Development Plan

Action Item:

SB 1267 requires the local school board to approve annually the district's professional development plan. This plan must include those trainings listed on the State Board of Educator Certification (SBEC) training clearinghouse noting any differences from that list and any other training the district will require.

Here is a link to the PAISD 2022-2023 Professional Development Plan for review and approval.

[2022-2023 Professional Development Plan](#)

Rationale:	Board Policy DMA (Local)
Budget:	Cost of professional development programs.
Recommendation:	Accept the superintendent's recommendation to approve the PAISD 2022-2023 Professional Development Plan as presented.

PAISD 2022-2023 Professional Development Planning

Required All Staff

- *FERPA and PPRA in Schools
- *%Title IX in Schools
- *Sexual Harassment for Educators
- *Managing Students w/Food Allergies
- *Bloodborne Pathogens
- *Child Maltreatment Responsibilities
- #Seizure Awareness
- Ask+ Suicide Prevention
- Technology (Campus/Staff Member Specific)
- CATCH Update
- Safety Response Protocol

Required All Staff New to the District (All Current Staff Already Trained)

- *Teen Dating Violence for Educators
- *Bully Prevention for School Personnel
- Trauma Informed Care
- Stop the Bleed
- EpiPen/Narcan
- New Staff Orientation/Onboarding

Required For Select Staff by Assignment

- CPR/AED
- %Gifted and Talented - Initial or 6 Hour Update
- Concussion Training
- Nonviolent Crisis Intervention Training (CPI) - Initial or Refresher
- %Reading Academy
- %Unlicensed Diabetic Care Asst. Staff Training
- Substitute/Volunteer Training
- %Bus Driver Safety/Renewal Training
- %On-Ramps - Initial or Continuing Education

Job Embedded Training

- %Cybersecurity
- Preventing, identifying, responding to, and reporting incidents of bullying (Say Something)

* Indicates training completed in EdHero

Online training (Not in EduHero)

%Notes difference from SBEC Clearinghouse listed training but still required via other mandates

CONSENT AGENDA

**Consider/ Take Possible Action to Approve Membership in
OMNIA Partners Purchasing Coop**

ACTION ITEM:

Currently the District is a member (through board approved interlocal agreements) of local government purchasing cooperatives that are created in accordance with Section 791 of the Texas Government Code. Their purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state and federal bidding requirements, and to identify qualified vendors of commodities, goods and services. Some cooperatives the district is currently members of include TASB BuyBoard, ESC2- GoodBuy, TCPN, TIPS, and ESC1-ROPC.

In an attempt to control HVAC repair costs, we understand several vendors are participants in OMNIA Partners. This would provide the district with additional options when reviewing other HVAC vendors/contractors.

For your information, attached is the OMNIA Master Intergovernmental Cooperative Purchasing Agreement. Several of our current vendors, including Insight Public Sector (technology vendor that provides all wiring, camera installation and upkeep) is one of the vendors in this partnership. Another noted approved vendor in OMNIA is Amazon Partners which will assist the district with various commodity purchases.

Membership in the OMNIA Partners Purchasing Cooperative will benefit the district in cost control and compliance with federal and state purchasing requirements.

RATIONALE:	CH (Legal) and CH (Local)
BUDGET:	Possible financial savings due to the participation in the OMNIA Partners Purchasing Cooperative.
RECOMMENDATION:	Accept the superintendent’s recommendation to enter into the Interlocal agreement with OMNIA Partners Purchasing Cooperative



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and

that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a

Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:

OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:

NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC



Authorized Signature

Name

Title and Agency Name

Date

Signature

Sarah E. Vavra

Name

Sr. Vice President, Public Sector Contracting

Title

Date

CONSENT AGENDA

Consider/Take Possible Action to Approve MOU with Marlin Legacy Foundation

ACTION ITEM:

This Memorandum of Understanding formalizes the relationship between the Marlin Legacy Foundation and PAISD. It has been reviewed by our attorneys and the superintendent and reflects how the Marlin Legacy Foundation intends to accept donations which will benefit PAISD.

RATIONALE:	The MOU formalizes the relationship between the Marlin Legacy Foundation and PAISD.
BUDGET:	No funding needed to approve the MOU.
RECOMMENDATION:	Accept the superintendent's recommendation to approve the MOU as presented.

MEMORANDUM OF UNDERSTANDING

The Memorandum of Understanding (“MOU”), entered into by and between the Marlin Legacy Foundation (the “Foundation”) and the Port Aransas Independent School District (the “District”) (each a “Party” and collectively, the “Parties”), is to be effective as of the Effective Date (defined herein). The Parties, by this MOU, hereby memorialize their relationship and mutually acknowledge their respective rights and obligations hereunder.

Recitals

WHEREAS, the District is a political subdivision of the State of Texas and an accredited public school system located in Nueces County, Texas.

WHEREAS, the Foundation was organized and incorporated for charitable and educational purposes as a Texas nonprofit corporation on March 3, 2022.

WHEREAS, the Foundation will apply with the Internal Revenue Service for federal tax-exempt status as a 501(c)(3) organization classified as a public charity within the period of time prescribed by the internal revenue laws.

WHEREAS, the Foundation is organized for the specific purpose of providing financial support to the District that supplements the funds available for teachers and staff across each of the District’s campuses with the ultimate mission of overcoming existing budget shortfalls and ensuring excellence in the District’s schools.

WHEREAS, in furtherance of its specific charitable purpose, the Corporation will seek donations from families and businesses within the Port Aransas, Texas community and conduct other fundraising activities.

WHEREAS, the District recognizes that, because of the uncertainty and restrictions inherent in the Texas public school finance system, alternative sources of revenue are necessary in order to continue and enhance its education programs.

WHEREAS, the District further recognizes that a key component to the continuation and enhancement of its quality education programs is attracting and retaining exceptional teachers and staff and that financial support from an independent, nonprofit education foundation specifically organized to raise financial support for such purposes is vital to the achievement of its strategic plans and priorities.

NOW, THEREFORE, in consideration of the mutual benefits herein cited and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

Agreement

1. The Foundation shall take all steps necessary to remain in existence as a Texas nonprofit corporation in good standing with the Texas Secretary of State and duly authorized to transact business in the State of Texas.
2. The Foundation shall apply for tax-exempt status as a Section 501(c)(3) organization classified as a public charity within the time period prescribed by the internal revenue laws and, once obtained, shall take all steps necessary to maintain such status.
3. The Foundation shall be solely responsible for the control and prudent management of all assets of the Foundation and shall be the steward of all private resources raised to support its mission.
4. The Foundation shall use its best efforts to solicit and collect contributions from the local community, which shall be utilized to make donations to the District in furtherance of the Foundation's charitable mission of supplementing the funds available to the District for teachers and staff across each of its campuses.
5. The District shall be the only beneficiary of donations from the Foundation.
6. The District shall administer each donation from the Foundation in accordance with the purpose designated by the Foundation so long as such designated purpose is in accordance with the Constitution of the State of Texas and all applicable Texas and federal laws. Notwithstanding the forgoing, the Foundation shall give due consideration to the District's current strategic plans and priorities before designating the purpose for a donation.
7. At the request of the Foundation, the District shall provide an accounting to the Foundation evidencing the status of each donation.
8. The District shall alert the Foundation to significant prospective gift opportunities which would properly come under the Foundation's umbrella if cultivated, so that each opportunity for enhancing gift potential and donor relations is fully realized.
9. The District's Superintendent of Schools or designee shall be permitted to attend all meetings of the Foundation's Board of Directors.
10. To ensure effective achievement of the items of this MOU, the District and the Foundation shall hold periodic meetings to foster and maintain productive relationships and to ensure open and continuing communication and alignment of priorities.

11. The Foundation shall operate under its own name and, if applicable, its own seal and logotype, except in those instances in which the District approves the Foundation's use of the District's name, trademarks, or service marks.

Miscellaneous

1. This MOU is governed by the laws of the State of Texas.
2. As separately incorporated organizations, neither Party intends, nor will either Party profess a right, to obligate or bind the other Party; any suggestion of such, orally or in writing, will be considered void and of no further legal effect.
3. The relationship of the Parties is limited to that which is set forth herein. No actions or undertakings of either Party will be construed to create or suggest a partnership, expressed or implied.
4. Either Party may, upon sixty (60) days prior written notice to the other Party, terminate this MOU in the event the other Party defaults in the performance of its obligations and fails to cure the default within a reasonable time after receiving written notice. Further, either Party may otherwise terminate this MOU by providing ninety (90) days written notice. Any written notice of termination by the Foundation shall be delivered to the District's Superintendent of Schools. Any written notice of termination by the District shall be delivered to the President of the Foundation. Unless either Party provides written notice of termination as set forth herein, this MOU shall automatically renew on an annual basis.
5. If any provision of this MOU is held to be in violation of the Constitution of the State of Texas or any other applicable laws, such provision shall be fully severable and the remaining provisions of this MOU shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
6. Facsimiles, portable document format (pdf), and photocopies shall be treated as originals for proof of execution of this MOU. This MOU may be signed in any number of counterparts or copies or on separate signature pages, which when taken together shall be deemed to be an original for all purposes, provided each Party executes at least one copy.

This MOU is dated and effective for all purposes as of the date the last Party executes this instrument (the "Effective Date").

(Signatures Follow)

MARLIN LEGACY FOUNDATION

By: _____
Michael Dayon, President

Date: _____

PORT ARANSAS INDEPENDENT SCHOOL DISTRICT

By: _____
Deana Erdner, President, Board of Trustees

Date: _____

CONSENT AGENDA

Consider/Take Possible Action to Approve Expenditures over \$25,000

Action Item:

The attached invoices contain expenditures/purchases for Port Aransas ISD which exceed \$25,000.

Invoice included:

- Pro Tech Mechanical Inc. –
 - Task #3 Administration & Middle School HVAC Upgrades -Pay Request #8 (\$42,337.19)
 - Work on the job is 91.25 % complete;
 - Documents were reviewed and certified by Jared Merdes, Stridde, Callins & Associates, Inc. Several discrepancies were found when reconciling the payment application and will be reconciled with the final payment. A 10% retainage of completed work and stored materials is withheld from payments on uncompleted contracts.

If other costs are received prior to the board meeting on May 11, 2022 they will be added at the board meeting.

RATIONALE:	CH (Local)
BUDGET:	2021 Bond funds
RECOMMENDATION:	Accept the superintendent’s recommendation to approve expenditures/payments over \$25,000 as presented.



Stridde, Callins & Associates, Inc.
Texas Firm No. F6328
342 S. Navigation Blvd.
Corpus Christi, TX 78405-3615
Phone: (361) 883-9199 * Fax: (361) 883-9177

July 12, 2022
SCA No. 21049

Mrs. Carol Sue Hipp
Port Aransas I.S.D. – Executive Director of Business and Operations
100 S. Station Street
Port Aransas, Texas 78373

Re: PAISD TSK 3 Administration & Middle School HVAC Upgrades
Contractor Payment Application No. 8

56

Dear Mrs. Carol Sue:

Transmitted herewith is Application for Payment No. 8 in the amount of \$42,337.19 for work through June 30, 2022. Contractor appears to have completed the scheduled work and payment is recommended.

We found four discrepancies identified as follows. These discrepancies will be reconciled with the final payment application.

1. CAM#1 was previously invoiced as \$1,266.00 not \$1,266.79. Underpayment of \$0.79.
2. CAM#3 was previously invoiced as \$2,387.00 not \$1,887.00. Overpayment of \$500.00. The \$500.00 was a reduction that was agreed upon for Owner to repair the MS Gym floor that was damaged during construction.
3. Payment Application No. 4 certified amount was \$100,395.80. PAISD payment to contractor was received \$98,871.81 as an underpayment.
4. Retainage is 9 cents too high.

Sincerely,

Jared Merdes, P.E., MBA, LEED AP
Mechanical Principal – Vice President

Enclosures: PMT-8
Conditional Waiver and Release on Progress Payment

DOCUMENT SUMMARY SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER/CLIENT:

Port Arkansas ISD
100 S Station St
Port Arkansas, Texas 78373

PROJECT:

BILLING ONLY-PAISD_HVAC System Upgrades
Task Order #3
100 S. Station
Port Arkansas, Texas 78373

APPLICATION NO: 8

INVOICE NO: 8

PERIOD: 06/01/22 - 06/30/22

PROJECT NO: MCCPS2021-TASK ORDER #3

CONTRACT DATE: 7/19/2021

FROM CONTRACTOR:

Pro Tech Mechanical Inc.
1622 Saratoga Blvd.
Corpus Chnsti, Texas 78417

VIA ARCHITECT/ENGINEER:
Jared Merdes (Stridde, Callins & Associates, Inc.)

CONTRACT FOR: PAISD_HVAC System Upgrades Task Order #3

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet is attached.

1. Original Contract Sum \$345,356.00
2. Net change by change orders \$9,669.00
3. Contract Sum to date (Line 1 + 2) \$355,025.00
4. Total completed and stored to date (Column G on detail sheet) \$324,013.04
5. Retainage:
 - a. 10.00% of completed work \$32,401.39
 - b. 0.00% of stored material \$0.00
6. Total retainage (Line 5a + 5b or total in column I of detail sheet) \$32,401.39
7. Total earned less retainage (Line 4 less Line 5 Total) \$291,611.65
8. Less previous certificates for payment (Line 6 from prior certificate) \$249,274.46
9. Current payment due: \$42,337.19
10. Balance to finish, including retainage (Line 3 less Line 6) \$63,453.35

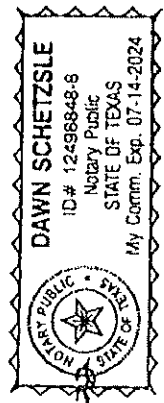
The undersigned certifies that to the best of the Contractor's knowledge, information and belief, the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work which previous Certificates for payment were issued and payments received from the Owner/Client, and that current payments shown herein is now due.

CONTRACTOR: Pro Tech Mechanical Inc.

By: 

Date: 7-12-22

State of: TEXAS
County of: DUWES
Subscribed and sworn to before me this 12 day of July 2022
Notary Public: Dawn Schetzlsle
My commission expires 07-14-2024



ARCHITECT'S/ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on the on-site observations and the data comprising this application, the Architect/Engineer certifies to the Owner/Client that to the best of the Architect's/Engineer's knowledge, information and belief that Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$42,337.19

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to confirm the amount certified.)

ARCHITECT/ENGINEER:

By: Jared Merdes Date: 7/12/2022

This certificate is not negotiable. The amount certified is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to the rights of the Owner/Client or Contractor under this Contract.

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner/Client:		\$9,669.00	\$0.00
Total approved this month:		\$0.00	\$0.00
Totals:		\$9,669.00	\$0.00
Net change by change orders:		\$9,669.00	

Document SUMMARY SHEET, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.
 Use Column I on Contracts where variable retainage for line items apply.

APPLICATION NUMBER: 8
 APPLICATION DATE: 6/17/2022
 PERIOD: 06/01/22 - 06/30/22

Contract Lines

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)						
1	PAISD -Middle School/Gym	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Mobilization/PM/PreCon/Bonds	\$6,853.00	\$6,853.00		\$0.00	\$0.00	\$6,853.00	\$0.00	\$685.30
3	Demo Materials	\$271.00	\$271.00		\$0.00	\$0.00	\$271.00	\$0.00	\$27.10
4	HVAC Equipment	\$23,110.00	\$23,110.00		\$0.00	\$0.00	\$23,110.00	\$0.00	\$2,311.00
5	Sheet Metal Duct Materials	\$4,544.00	\$3,408.00		\$1,136.00	\$0.00	\$4,544.00	\$0.00	\$454.40
6	Piping Materials	\$9,929.00	\$9,929.00		\$0.00	\$0.00	\$9,929.00	\$0.00	\$992.90
7	Air Devices/Trim Out Materials	\$18,593.00	\$18,593.00		\$0.00	\$0.00	\$18,593.00	\$0.00	\$1,859.31
8	Demo Labor	\$4,509.00	\$4,509.00		\$0.00	\$0.00	\$4,509.00	\$0.00	\$450.90
9	Startup Labor	\$7,948.00	\$7,948.00		\$0.00	\$0.00	\$7,948.00	\$0.00	\$794.80
10	Ceilings & Floors Protection	\$3,000.00	\$2,250.00		\$750.00	\$0.00	\$3,000.00	\$0.00	\$300.00
11	HVAC Equip Install Labor	\$3,573.00	\$0.00		\$3,573.00	\$0.00	\$3,573.00	\$0.00	\$357.30
12	Insulation Sub Materials	\$7,050.00	\$5,287.50		\$1,762.50	\$0.00	\$7,050.00	\$0.00	\$705.00
13	Sheet Metal Duct Install Labor	\$9,981.00	\$7,485.75		\$2,495.25	\$0.00	\$9,981.00	\$0.00	\$998.11
14	Insulation Sub Labor	\$5,200.00	\$3,900.00		\$1,300.00	\$0.00	\$5,200.00	\$0.00	\$520.00
15	Controls Sub Materials	\$10,250.00	\$7,587.50		\$2,662.50	\$0.00	\$10,250.00	\$0.00	\$1,025.00
16	Piping Labor	\$6,218.00	\$4,663.50		\$1,554.50	\$0.00	\$6,218.00	\$0.00	\$621.80
17	Electrical Sub Materials	\$22,810.00	\$19,388.50		\$2,281.00	\$0.00	\$21,669.50	\$1,140.50	\$2,166.95
18	Controls Sub Labor	\$5,875.00	\$4,406.25		\$1,468.75	\$0.00	\$5,875.00	\$0.00	\$587.51
19	Air Devices/Trim Out Labor/Mat	\$3,573.00	\$3,573.00		\$0.00	\$0.00	\$3,573.00	\$0.00	\$357.30
20	Test & Balance Sub	\$2,018.00	\$2,018.00		\$0.00	\$0.00	\$2,018.00	\$0.00	\$201.80
21	Closout	\$6,853.00	\$0.00		\$5,139.75	\$0.00	\$5,139.75	\$1,713.25	\$513.98
22	Electrical Sub Labor	\$33,765.00	\$25,323.75		\$8,441.25	\$0.00	\$33,765.00	\$0.00	\$3,376.51
23	Commissioning	\$1,520.00	\$0.00		\$0.00	\$0.00	\$0.00	\$1,520.00	\$0.00
24	ADMINISTRATION	\$0.00	\$0.00		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
25	Mobilization/PM/PreCon/Bond	\$6,457.00	\$6,457.00		\$0.00	\$0.00	\$6,457.00	\$0.00	\$645.70
26	Demo Materials	\$249.00	\$249.00		\$0.00	\$0.00	\$249.00	\$0.00	\$24.91
27	HVAC Equipment	\$5,748.00	\$5,748.00		\$0.00	\$0.00	\$5,748.00	\$0.00	\$574.80
28	Sheet Metal Duct Materials	\$5,052.00	\$5,052.00		\$0.00	\$0.00	\$5,052.00	\$0.00	\$505.20
29	Piping Materials	\$3,275.00	\$3,275.00		\$0.00	\$0.00	\$3,275.00	\$0.00	\$327.50
30	Air Devices/Trim Out Materials	\$21,704.00	\$21,704.00		\$0.00	\$0.00	\$21,704.00	\$0.00	\$2,170.40
31	Demo Labor	\$3,645.00	\$3,645.00		\$0.00	\$0.00	\$3,645.00	\$0.00	\$364.50
32	HVAC Equip Install Labor	\$3,691.00	\$3,691.00		\$0.00	\$0.00	\$3,691.00	\$0.00	\$369.11
33	Sheet Metal Duct Install Labor	\$9,919.00	\$9,919.00		\$0.00	\$0.00	\$9,919.00	\$0.00	\$991.91
34	Piping Labor	\$4,500.00	\$4,500.00		\$0.00	\$0.00	\$4,500.00	\$0.00	\$450.00

A ITEM NO.	B BUDGET CODE	C DESCRIPTION OF WORK	D SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
				FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
35		Air Device/Trim Out Labor	\$4,247.00	\$4,247.00	\$0.00	\$0.00	\$4,247.00	\$0.00	\$424.70
36		Ceilings & Floor Protection	\$4,510.00	\$4,510.00	\$0.00	\$0.00	\$4,510.00	\$0.00	\$451.00
37		Start Up Labor	\$2,334.00	\$2,334.00	\$0.00	\$0.00	\$2,334.00	\$0.00	\$233.40
38		Insulation Sub Materials	\$3,778.00	\$3,778.00	\$0.00	\$0.00	\$3,778.00	\$0.00	\$377.80
39		Controls Sub Materials	\$7,035.00	\$7,035.00	\$0.00	\$0.00	\$7,035.00	\$0.00	\$703.50
40		Electrical Sub Materials	\$7,487.00	\$7,487.00	\$0.00	\$0.00	\$7,487.00	\$0.00	\$748.70
41		Test & Balance Sub	\$9,088.00	\$0.00	\$0.00	\$0.00	\$0.00	\$9,088.00	\$0.00
42		Close Out	\$6,457.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,457.00	\$0.00
43		Insulation Sub Labor	\$5,160.00	\$5,160.00	\$0.00	\$0.00	\$5,160.00	\$0.00	\$516.00
44		Controls Sub Labor	\$9,740.00	\$9,740.00	\$0.00	\$0.00	\$9,740.00	\$0.00	\$974.00
45		Electrical Sub Labor	\$13,357.00	\$12,689.15	\$667.85	\$0.00	\$13,357.00	\$0.00	\$1,335.71
46		Commissioning	\$1,520.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,520.00	\$0.00
47		Betterment Fund/Allowance	\$10,000.00	\$5,428.79	\$1,906.00	\$0.00	\$7,334.79	\$2,665.21	\$733.48
48		CAM 1 \$1,266.79	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
49		CAM 2 \$1,775.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
50		CAM 3 \$1,887.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
51		CAM 4 \$1,906.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTALS:			\$345,396.00	\$276,971.69	\$37,372.35	\$0.00	\$314,344.04	\$31,051.96	\$31,434.49

Change Orders

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
52	PCCOR001							
52.1	O Other C/O #1 Replace Electrical Panel/Time Extension	\$9,669.00	\$0.00	\$9,669.00	\$0.00	\$9,669.00	\$0.00	\$966.90
TOTALS:			\$0.00	\$9,669.00	\$0.00	\$9,669.00	\$0.00	\$966.90

Grand Totals

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	E WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD				
GRAND TOTALS:			\$276,971.69	\$47,041.35	\$0.00	\$324,013.04	\$31,051.96	\$32,401.39

Exhibit F.1

PARTIAL RELEASE AND WAIVER OR MECHANIC'S
LIEN AND AFFIDAVIT OF ALL BILLS PAID

In consideration of the receipt of the sum of \$42,337.19 Said sum being payment for materials furnished and/or work performed by Pro Tech Mechanical Inc. And billed on the invoices listed #Pay App #8, dated 6/30/2022 to Port Aransas ISD waives and releases Port Aransas ISD from any and all liens, or right to file liens, against the real property described below for the labor performed and/or materials furnished to the above stated date (except pending or unexecuted change order);

PROJECT: Port Aransas ISD HVAC Upgrades; Pro Tech Mechanical Inc., certifies that all bills for labor performed on and material furnished to this project will be paid in full.

I am fully authorized to sign the release and Waive of Mechanic's Lien Affidavit of all Bills Paid on behalf of Pro Tech Mechanical Inc. and my signature is binding upon said company.

60

Date: 7/12/2022

Signature: Ryan Whiteside

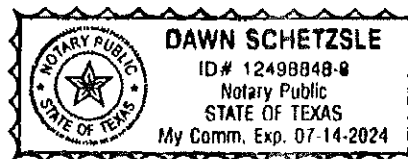
Printed Name: Ryan Whiteside

Title: Construction Manager

THE STATE OF TEXAS
THE COUNTY OF NUECES

Sworn to and subscribed before me this 12 day of July, 2022

Dawn Schetzle
Notary Public State of Texas



DISCUSSION AND/OR ACTION ITEM

Approve a contract to Perform HVAC Mechanical

Action Item:

Summer projects that were approved at the June board meeting are moving along with the goal of completion before the first day of school. A deficiency list was created during the completion commissioning work of the HVAC Control project with Third Coast. Last month the HVAC comptroller repairs portion of the list were approved by the board.

Included in the deficiency list are mechanical repairs. The list was distributed on June 15th to four (4) vendors to request pricing to provide a proposal for labor and material to address the deficiencies. All proposals were due by July 1, 2022. Two proposals were received. With the help of Jared Merdes, Stridde, Callins & Associates, Inc. (HVAC engineer) all were reviewed/evaluated. The district is requesting the approval for the district to negotiate a contract not to exceed \$40,000 with Pro Tech Mechanical, Inc. to address these deficiencies.

The proposal received from Pro Tech was for a total of \$35,108.70. In review, it appears that the quote included full replacement of deficiencies, but no on-site assessment was conducted. Port Aransas will hold a “kick-off” meeting for this contract and work to set up several levels of the project that will include assessment, work to be performed, and then completion and commissioning of services. All phases will be negotiated. By using a three-phase approach, the district is working to repair what is actually needed, control costs and complete the job on a timely manner. Timeline of this work is of great importance in relation to school start date.

RATIONALE:	To address mechanical deficiencies found during commission of the control system.
BUDGET:	2021 Bond funds established for repair of district wide HVAC system will be used.
RECOMMENDATION:	Accept the Superintendent’s recommendation to approve a construction contract not to exceed \$40,000 with Pro Tech Mechanical, Inc. to address mechanical deficiencies identified during commissioning of the system.



1622 Saratoga □□Corpus Christi, Texas 78417
Phone 361-882-2101 □□Fax 361-882-2154
TACLA20619E / RMP 37190

Service Proposal

Proposal Number: QC0622195

Port Aransas ISD
100 S Station St.
Port Aransas, TX 78373

6/30/2022

Re: **HVAC Systems Mechanical Deficiency List**

Mr. Pete Cowen:

Pro Tech Mechanical is pleased to provide this proposal for labor and material to:

Perform the scope of work as provided by Port Aransas ISD. Please see pricing below.

1. All work shall be performed in accordance with all applicable State and Local codes and standards.
2. All work to be performed by a Licensed Plumber(s) and executed in a professional workman like manner.
3. All equipment and material installed on this project shall be new and unused unless otherwise noted.
4. All work to be performed during normal business hours, Monday through Friday unless otherwise noted.
5. Other labor and material is excluded unless specifically mentioned in the above scope.
6. If the work is delayed or stopped at the request of the CUSTOMER or by third parties, additional charges may apply.

Exclusions: Replacement of equipment

Thank you for the confidence that you have shown in Pro Tech Mechanical by requesting this proposal. We sincerely appreciate the opportunity to provide these services for your organization. Should you have any questions about this proposal, or any other request please call us at 361-882-2101 or e-mail me at **dan@protechmech.com**

Regards,

Dan Whiteside
Pro Tech Mechanical, Inc.

Acceptance of Proposal -The undersigned affirm that they have read and understand the entire PROPOSAL AGREEMENT and agree to abide by the above prices, specifications and conditions. You are authorized to do the work as specified according to the above scope. Payment will be made as outlined above. Pro Tech Mechanical will warranty all parts per the standard manufacturers warranty and labor will be warranted for 90 days.

Execution by Authorized Representative: _____

Regulated by the Texas Department of Licensing and Regulation, PO Box 12157 Austin, TX 78711, 800-803-9202, 512-463-6599
Regulated by the Texas State Board of Plumbing Examiners, PO Box 4200 Austin, TX 78765-4200, 800-845-6584, 512-936-5200

Scope of Work

PAISD HVAC Systems Mechanical Deficiency List

Administration Building

<u>Controller Name</u>	<u>Issues</u>
AHU-1,2	AHU-2 Possible heat strip issue. Did not raise temperature above 74 deg at 100% heating. This unit serves the east side of the conference room. Price to Repair: \$696.25 (Replace the Heat Strips)

Elementary School

<u>Controller Name</u>	<u>Issues</u>
ES-114, 115	The heat strip is not working on FCU-115. Price to Repair: \$391.00 (Replace the Heat Strip)
ES-300-HALL	The 2nd stage heat is not functioning. Price to Repair: \$391.00 (Replace the Heat Strips)
ES-G1-G2 (GYM)	There are two heating contactors in each unit. Only one contactor is being used in either unit. The heating contactor in AHU-1 is not working. Price to Repair: \$261.00 (Use existing contactors to replace existing)
ES-Library-22	Ahu discharge air temperature at full cooling was 58 F on 68 F. This unit does not dehumidify very well when cooling. Unit needs to have the refrigeration systems tested. Air flow may not be balanced for this unit. Price to Repair: \$419.25 (Will test the entire system for proper operation & charge with refrigerant if needed. Coils or compressors may be shot and need replacement. This is not included in this price. We will provide a proposal for new units if this is the case.)

Middle School

<u>Controller Name</u>	<u>Issues</u>
MS-Café	AHU-1 The supply fan status is not changing. CHW valve is not working. Common to both units: CO2 sensors is not working. Heating stages do not work. OAD doesn't open. Price to Repair: \$4,771.70 (Replace the CHW valve, CO2 sensor, fix the heating elements or controller.)
MS-AHU-3,4	AHU-3 The heat is not working. Price to Repair: \$961.00 (Repair the heating system)
MS-FCU-1,2 (802,803)	FCU-1 The supply fan status is not changing. DAT is very slow to drop. These two rooms need further investigation. Both rooms feel very humid. OAHU-3 feeds both of these units. Price to Repair: \$3,609.25 (Will install new CHW Valves)
MS-FCU-3 West,4 East	FCU-3 The duct heater is not functioning. CHW valve is not functioning. The supply fan status is not changing. FCU-4 The supply fan is not functioning. Price to Repair: \$4,665.00 (Repair duct heater, Replace the CHW valve and the air switch)

MS-FCU-5, 6	FCU-5 Fan status is not changing. The duct heater is not functioning. Price to Repair: <u>\$1,119.75</u> (repair the air flow switch and the electric heat strips.)
MS-FCU-7,8	FCU-8 The duct heater is not functioning. Price to Repair: <u>\$901.25</u> (Repair the electric heat strip)
MS-FCU-15, 16	(Entry) FCU-15 The duct heater is not functioning. (Admin) FCU-16 The duct heater is not functioning. The fan status is not working. Price to Repair: <u>\$1,765.00</u> (Repair the duct heaters and air flow switch)
MS-FCU-19-20	(Library-Center) FCU-20 - The supply fan is not functioning. We could not fully commission this unit without the supply fan. Price to Repair: <u>\$1,636.75</u> (Replace the fan motor for this unit)
MS-FCU-21-22	(Library Lab) FCU-22 - The supply fan status is not changing when cycled. The CHW valve does not appear to be opening. The temp dropped to 65 when the valve was commanded open. Price to Repair: <u>\$1,830.25</u> (Replace the air flow switch and the CHW valve)
MS-FCU-23	(GYM Girls) FCU-23: Both stages of heat are not working. The supply fan doesn't turn off when commanded. Price to Repair: <u>\$923.25</u> (Repair the heat strips and controller relay to stop the fan)
MS-FCU-24,25	(GYM Concession) FCU-25: Supply fan status doesn't change when the fan is cycled. The heat is not working. The CHW valve appears to be stuck in the open position. The storage room temp is 61 degF. Price to Repair: <u>\$1,785.50</u> (Replace the air flow switch, CHW valve and commission)
OAHU-5	Both stages of heat are not working. Price to Repair: <u>\$1,383.25</u> (Repair the heating system)

High School

<u>Controller Name</u>	<u>Issues</u>
FCU-1, 2	(GYM New Lockers) FCU-1 - The heat is not working on this unit. The zone temp is reading 62 degF. Price to Repair: <u>\$731.25</u> (Repair the heat strips on this unit)
G-1, 2	(GYM) G1 – The heat is not working on this unit. Price to Repair: <u>\$1,790.00</u> (Repair the heat strips on this unit)
SHOP-1,2	(Main Shop Lab Unit) S1 - The chilled water valve is stuck in the open position. The zone temp was 65 deg. 1st stage heat is not working. 2nd stage heat is not working. Price to Repair: <u>\$3,347.00</u> (Replace the CHW valve, Replace the heat strips on the 1st and 2nd stage)
OAHU-3	Both stages of heat are not functioning. Price to Repair: <u>\$1,730.00</u> (Repair the heat strips on this unit)

Total price for all repairs: **\$35,108.70**

PRO TECH MECHANICAL, INC TERMS AND CONDITIONS OF SALE

1. **PAYMENT AND TAXES**-- Payment shall be made 1.25% 10/net 30 days from date of invoice. Pro Tech Mechanical, Inc reserves the right to require cash payment or other alternative method of payment prior to completion of work if Pro Tech Mechanical, Inc determines, in its sole discretion, that Buyer or Buyer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Pro Tech Mechanical, Inc any applicable taxes or government charges which may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**-- All services performed under this Agreement including major repairs, are to be provided during Pro Tech Mechanical, Inc's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE**- Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Pro Tech Mechanical, Inc's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS**-- Pro Tech Mechanical, Inc is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Pro Tech Mechanical, Inc is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, or any other cause beyond Pro Tech Mechanical, Inc's control.
Pro Tech Mechanical, Inc is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, or products or materials containing asbestos or similar hazardous substances. In the event that Pro Tech Mechanical, Inc encounters any asbestos product or any hazardous material in the course of performing its work, Pro Tech Mechanical, Inc may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Pro Tech Mechanical, Inc shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction.
Pro Tech Mechanical, Inc shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Pro Tech Mechanical, Inc, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Pro Tech Mechanical, Inc shall not be required to repair or replace equipment that has not been properly maintained.
5. **WARRANTY**-- Pro Tech Mechanical, Inc warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Pro Tech Mechanical, Inc also warrants all Pro Tech Mechanical, Inc parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Pro Tech Mechanical, Inc shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Any claim for defective workmanship must be provided to Pro Tech Mechanical, Inc in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Pro Tech Mechanical, Inc's obligation to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**-- During the term of this Agreement and in combination with certain services, Pro Tech Mechanical, Inc will retain all rights to Advanced Chiller Technology software and it shall remain the personal proprietary property of Pro Tech Mechanical, Inc. Customer shall not acquire any interest, title or equity in any software, processes, and other intellectual or proprietary rights to devices which are used in connection with providing installation or service on this software.
7. **DELAYS**-- Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.

- 8. CUSTOMER RESPONSIBILITIES–** Customer shall:
- Provide a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Pro Tech Mechanical, Inc of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Pro Tech Mechanical, Inc to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Pro Tech Mechanical, Inc's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
- 9. EQUIPMENT CONDITION & RECOMMENDED SERVICE–** In the event Pro Tech Mechanical, Inc recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Pro Tech Mechanical, Inc shall not be responsible for any equipment or control failures, operability or any long-term damage that may result.
- 10. CUSTOMER TERMINATION–** Customer shall have the right to terminate this Agreement for Pro Tech Mechanical, Inc's non-performance provided Pro Tech Mechanical, Inc fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Pro Tech Mechanical, Inc shall have free access to enter Customer locations to disconnect and remove any Pro Tech Mechanical, Inc personal proprietary property or devices as well as remove any and all Pro Tech Mechanical, Inc-owned parts, tools and personal property. Additionally, Customer agrees to pay Pro Tech Mechanical, Inc for all incurred but unamortized service costs performed by Pro Tech Mechanical, Inc including overheads and a reasonable profit.
- 11. PRO TECH MECHANICAL, INC TERMINATION–** Pro Tech Mechanical, Inc reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Pro Tech Mechanical, Inc.
- 12. LIMITATION OF LIABILITY–** Under no circumstances shall Pro Tech Mechanical, Inc be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Pro Tech Mechanical, Inc shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Pro Tech Mechanical, Inc's negligent acts or omissions directly contributed to such injury or property damage. Pro Tech Mechanical, Inc's maximum liability for any reason (except for personal injuries) shall consist of the refunding of all moneys paid by Customer to Pro Tech Mechanical, Inc under this Agreement, subject to right of removal and return of equipment provided under this Agreement to Pro Tech Mechanical, Inc.
- 13. CLAIMS–** Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
- 14. GOVERNMENT PROCUREMENTS-** Pro Tech Mechanical, Inc offers standard commercial items, which may not comply with Government specifications. Pro Tech Mechanical, Inc does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR). In no event shall Pro Tech Mechanical, Inc provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
- 15. SUPERSEDURE, ASSIGNMENT and MODIFICATION-** This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Pro Tech Mechanical, Inc's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.
- 16.** Customer agrees not to hire or attempt to hire any of Pro Tech Mechanical's employees during this agreement term or within one year of the last date of the last invoice to the customer.

CONSENT AGENDA

Consider/Take Possible Action to Approve Board Policy Update 119

ACTION ITEM:

TASB has issued board policy Update 119. TASB has prepared an overview which is included in this packet. The Explanatory Notes for each policy being updated is also included in this packet along with the local policies affected.

Update 119 is 494 pages long and has been reviewed by the superintendent. Any needed changes to PAISD practice are in progress or waiting on administrative procedures to be written and shared with us.

[Here is a link](#) to the entire Update 119.

LOCAL board policies to be updated include:

CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT

EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)

EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS

EHBAA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION, EVALUATION, AND ELIGIBILITY

EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS

EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION

FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORMED CARE

FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

RATIONALE:	TASB recommends the board policy updates as presented.
BUDGET:	No additional funding needed at this time. There will be a fee from TASB to make the changes to board policy.
RECOMMENDATION:	Accept the superintendent's recommendation to approve the updates to local board policy as presented.

Explanatory Notes

TASB Localized Policy Manual Update 119

Port Aransas ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note: Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 87th Legislature Regular and Special Sessions.

AIB(LLEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Quality of learning indicators for remote instruction performance reporting have been added from SB 15 (Second Called Session). (See page 6.)

BBB(LLEGAL)

BOARD MEMBERS: ELECTIONS

Provisions have been added to this legally referenced policy on elections for a more complete presentation of applicable legal content.

BBBA(LLEGAL)

ELECTIONS: CONDUCTING ELECTIONS

Upon the board's receipt of certification that a candidate is unopposed in an election, SB 1 (Second Called Session) requires the board to cancel the election and declare each unopposed candidate elected to office.

SB 1 also changed the definition for *eligible county polling place*. Other revisions are to better match legal sources.

BBE(LLEGAL)

BOARD MEMBERS: AUTHORITY

Provisions on board authority that are addressed at other codes have been removed to eliminate duplication.

BBG(LLEGAL)

BOARD MEMBERS: COMPENSATION AND EXPENSES

A revision clarifies that an officer *or employee* may participate in the comptroller's contract for travel services when traveling for official business. The comptroller can no longer charge fees for these services.

BBI(LLEGAL)

BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

Revisions are to update citations and better reflect legal sources.

BDAA(LLEGAL)

OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are to better reflect legal sources.

BDB(LLEGAL)

BOARD INTERNAL ORGANIZATION: INTERNAL COMMITTEES

Provisions on board committees have been revised based on current legal authority.

BE(LLEGAL)

BOARD MEETINGS

This legally referenced policy on board meetings has been revised to reorder and add some existing legal provisions, delete nonessential provisions, and better reflect legal sources.

BQ(LLEGAL)

PLANNING AND DECISION-MAKING PROCESS

Revised Administrative Code rules resulted in changes to shared services arrangements for DAEP services.

Explanatory Notes

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CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

As provided by SB 611 (Regular Session) and Senate Joint Resolution 35 and approved by voters in November 2021, the surviving spouse of a member of the U.S. armed forces who is fatally injured in the line of duty is entitled to the residence homestead property tax exemption as long as the surviving spouse remains unmarried. (See page 5.)

CDB(LLEGAL) OTHER REVENUES: SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

Revisions are to better reflect statutory sources.

CDC(LLEGAL) OTHER REVENUES: GIFTS AND SOLICITATIONS

SB 3 (Second Called Session) revised the provisions on prohibited use of private funding for certain curriculum and professional development purposes.

CH(LLEGAL) PURCHASING AND ACQUISITION

We have added a reference on page 12 to amended rules from the Texas Department of Information Resources on purchasing information technology commodity items.

CI(LLEGAL) SCHOOL PROPERTIES DISPOSAL

Revisions are to better reflect statutory sources.

CPC(LLEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

Revisions to this legally referenced policy are based on revised Administrative Code rules from the Texas State Library and Archives Commission (TSLAC) published in [Bulletin B: Electronic Records Standards and Procedures](#). An [overview of Bulletin B](#) is available on the TSLAC website.

CPC(LOCAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

Recent updates by the Texas State Library and Archives Commission (TSLAC) to [Bulletin B: Electronic Records Standards and Procedures](#) prompted recommended revisions to this local policy on records management. The new rules add local policy requirements for district management of electronic records.

To meet these requirements, new policy provisions delegate to the records management officer the responsibility to develop procedures for the management of electronic records that comply with the district's records control schedules and meet minimum components required by law.

The [Regulations Resource Manual](#) includes updated sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

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

Based on HB 1525 (Regular Session) and SB 9 (Second Called Session), we have added the requirement to post curriculum materials on human sexuality instruction and instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking to the extent the materials are in the public domain. (See item 42.)

Explanatory Notes

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CRD(LLEGAL) INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE

Revisions to TRS-ActiveCare provisions are based on amended Administrative Code rules. New text addresses prohibitions on offering alternative group health coverage (see page 2) and highlights the information that must be submitted with written elections to participate in TRS-ActiveCare (see page 3).

CS(LLEGAL) FACILITY STANDARDS

Changes throughout this legally referenced policy on facility standards are from new Administrative Code rules that add extensive standards for capital improvement projects on or after November 1, 2021, and revised Administrative Code rules on the standards applicable to these projects before November 1, 2021.

CV(LLEGAL) FACILITIES CONSTRUCTION

Changes to this legally referenced policy on facilities construction are from new Administrative Code rules that add extensive facility standards for construction of capital improvement projects on or after November 1, 2021.

An existing provision has been added on page 3 regarding the board's notice of delegation.

DC(LLEGAL) EMPLOYMENT PRACTICES

We have added on page 4 new Administrative Code rules addressing the monthly certified statement of employment the district must submit to TRS for retirees employed by the district.

DEAA(LLEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

Changes reflect revised Administrative Code rules on the local optional teacher designation system and mentor teacher programs.

DECB(LLEGAL) LEAVES AND ABSENCES: MILITARY LEAVE

This legally referenced policy on military leave has been updated based on revisions to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

DFE(LLEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

Provisions on contract abandonment are revised based on amended rules from the State Board for Educator Certification. The reasons an educator may abandon a contract for good cause now include the educator's reasonable belief that the educator had written permission from the district to resign. Several new mitigating factors have also been added.

DG(LLEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

SB 3 (Second Called Session) broadened a provision from HB 3979 (Regular Session) so that a teacher may not be compelled to discuss a widely debated and controversial issue of public policy or social affairs for any course or subject. The provision is no longer limited to social studies courses in the required curriculum. (See page 5.)

DHC(LLEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

Amended Administrative Code rules revise terminology from *solicitation of sexual conduct* to *solicitation of sexual contact* to better align with statute.

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DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Revisions are to update citations and better reflect statutory wording.

DMA(LOCAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

SB 1267 (Regular Session) requires the board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.

To meet the policy requirements, the recommended local policy text reflects that the board shall annually approve the district's professional development plan, which must be guided by the clearinghouse; note any differences from the clearinghouse recommendations; and include a schedule of required professional development.

Please note: SB 1267 requires SBEC to publish the clearinghouse by June 1, 2022, and districts to adopt a professional development policy by August 1, 2022. TASB Policy and Legal Services recommend that the board adopt DMA(LOCAL) and approve the district professional development plan by August 1, or as soon as possible thereafter, to ensure compliance with the bill.

DP(LEGAL) PERSONNEL POSITIONS

Provisions on school psychological services have been updated based on revised Administrative Code rules.

E(LEGAL) INSTRUCTION

The E section table of contents has been updated to add the new code EHDF, which includes provisions on local remote learning programs, and to update the subtitle for EFB, Library Materials.

EF(LEGAL) INSTRUCTIONAL RESOURCES

SB 3 (Second Called Session) requires a district to provide login credentials to parents to access learning management or online learning portals used for student instructional materials.

EHAA(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

Effective with the 2022–23 school year, SB 9 (Second Called Session) provides that the SHAC must recommend the appropriate grade levels and curriculum for instruction on child abuse, family violence, dating violence, and sex trafficking.

The bill also imposes several requirements regarding curriculum materials on those topics, including:

- Revised parental notification and new parental consent provisions;
- Posting of proposed and adopted curriculum materials and options for a parent to purchase copyrighted materials from the publisher; and
- New board policy on adopting curriculum materials [see EHAA(LOCAL), below].

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

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EHAA(LOCAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

EHB(LOCAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

This policy requiring the district to provide regular training opportunities for teachers of students with dyslexia is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

Please note: This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

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

Amended Administrative Code rules now refer to a student with an *auditory impairment* as a student who is *deaf or hard of hearing* to match statute. (See page 5.)

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

This policy requiring the district to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

Please note: This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

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

Amended Administrative Code rules revise the list of individuals who must be included in ARD committee meetings for students with deaf-blindness and revise terminology addressing students who are deaf or hard of hearing. Participating special education teachers or providers must be appropriately certified or licensed as required by federal law. The rules also address, as reflected on page 5, IEP implementation for students who enroll in a new district during the summer.

A new Administrative Code rule prohibits consideration of eligibility for supplemental special education services when developing or revising a student's IEP, determining the appropriate educational setting, or in the provision of a free appropriate public education. (See page 8.)

EHBAC(LEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

We have removed a repealed Administrative Code provision on out-of-state placement.

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EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

HB 1525 (Regular Session) removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students. We recommend deletion of the corresponding local policy provision.

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Reporting provisions on expenditure of the state compensatory education allotment have been added from the Administrative Code.

EHDE(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

A new provision from SB 15 (Second Called Session) explains how off-campus electronic courses or programs are counted for purposes of average daily attendance. (See page 12.)

EHDF(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: LOCAL REMOTE LEARNING PROGRAM

Provisions on local remote learning programs from SB 15 (Second Called Session) are reflected in this new legally referenced policy. All provisions in the bill expire on September 1, 2023.

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules provide additional detail on the requirement for a student to complete a financial aid application to meet graduation requirements. The rules, beginning on page 3 of this policy, require the board to adopt the TEA-provided form a student may submit to opt out of the financial aid application requirement and require adoption of a board policy to address the methods by which a student can confirm submission of a financial aid application. See EIF(LOCAL), below.

EIF(LOCAL) ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements. The recommended text aligns with TEA guidance and addresses methods for both the free application for federal financial aid (FAFSA) and the Texas application for state financial aid (TASFA). Please contact your policy consultant if you have questions or need additional edits to this policy.

Additional [TEA guidance](#) on this topic is available.

In addition, we recommend deleting provisions that repeat from statute the circumstances under which a student would be allowed to graduate without earning the distinguished level of achievement. This information is generally found in the student handbook or other administrative regulations and is not necessary in board policy.

The [Regulations Resource Manual](#) includes sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

HB 3261 (Regular Session) allows a district to administer a state assessment instrument on the first instructional day of the week upon authorization by the commissioner of education.

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EMB(LEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES

SB 3 (Second Called Session) revised provisions on instructional requirements and prohibitions, including prohibited concepts and activities.

FEC(LEGAL) ATTENDANCE: ATTENDANCE FOR CREDIT

From SB 15 (Second Called Session) we have added a provision permitting a district to exempt students from the 90 percent attendance requirement for courses that are offered under a local remote learning program.

FFBA(LOCAL) CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 (Regular Session) requires training in trauma-informed care to be provided in accordance with the board's professional development policy. Therefore, at Training, a reference has been added to the district's professional development plan. See DMA(LOCAL), above, for more information.

SB 1267 also repealed the requirement for a district to annually report to TEA the number of employees who participated in trauma-informed care training. We recommend deleting the local policy provision.

FFG(LEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Revisions are to update citations and better reflect legal sources.

FFH(LEGAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

From SB 9 (Second Called Session) we have added the following on page 2:

- New policy requirements on dating violence, including parental notification upon a report of dating violence [see FFH(LOCAL), below]; and
- A provision requiring districts to make available to students age-appropriate materials on the dangers of dating violence and resources for students seeking help.

Other revisions are to better reflect legal sources.

FFH(LOCAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

To meet new board policy requirements from SB 9 (Second Called Session), we recommend text at Notice to Parents, which requires the district, upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator.

District policy must also include reporting procedures and guidelines for students who are victims of dating violence and include a clear statement that dating violence is not tolerated at school. No changes to your district's policy are recommended regarding these elements based on the district's existing policy provisions, which include reporting procedures and a statement of nondiscrimination that specifically prohibits dating violence.

Additional revisions are recommended to clarify the definition of prohibited conduct and the district's response to such conduct.

FM(LEGAL) STUDENT ACTIVITIES

Provisions from HB 25 (Third Called Session) address transgender students in athletic activities sponsored or authorized by a district and prohibit a student from participating in an athletic competition that is

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designated for a biological sex that differs from the biological sex stated on the student's official birth certificate. (See page 8.)

FNA(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT EXPRESSION

We have added the recent U.S. Supreme Court case on student speech, *Mahanoy Area School District v B.L.* The case holds that public schools may have a special interest in regulating some off-campus student speech where the district's interest is sufficient to overcome the student's interest in free expression, such as in situations of serious or severe bullying or harassment, threats, or breaches of school security devices.

FOC(LLEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

Revisions are to better reflect legal sources.

FOCA(LLEGAL) PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS

Amended Administrative Code rules resulted in revisions to shared services arrangements for DAEP services and to provisions regarding transitions for students in DAEP.

FOF(LLEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

From HB 785 (Regular Session) we have added a provision requiring the commissioner of education to adopt rules regarding the use of restraint and time-out with a student who is receiving special education services. (See page 8.)

GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

An existing statutory provision has been added to clarify the effect of failing to post signs at each entrance to the premises or other property indicating that firearms and other weapons are prohibited. (See page 8.)

GKD(LLEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

We have added existing statutory provisions regarding the use of district facilities by places of worship.

GKG(LLEGAL) COMMUNITY RELATIONS: SCHOOL VOLUNTEER PROGRAM

We have updated for clarification the provisions on obtaining criminal history record information.



(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ **Administrator**, as prescribed by Local Government Code 176.001 and 176.~~0065.007~~ [See BBFA and CHE]
- Officer for ~~public information~~ **Public Information**, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public ~~information coordinator~~ **Information Coordinator**, as prescribed by Government Code 552.012. [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~Superintendent~~ **Superintendent** shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules

that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

PROFESSIONAL DEVELOPMENT
REQUIRED STAFF DEVELOPMENT

DMA
(LOCAL)

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the ~~District's~~ district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on
Prevention of Child
Abuse, Family
Violence, Dating
Violence, and Sex
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

Referral	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
Transfer Students	<p>When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
Furloughs	<p>The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.</p> <p>In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.</p>
Exit Provisions	The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.
Appeals	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
Program Evaluation	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with the state plan for gifted and talented students.~~

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	<p>A student shall enroll in courses specified by the District to complete the distinguished level of achievement under the foundation program.</p> <p>A student may graduate under the foundation program without earning the distinguished level of achievement if:</p> <ol style="list-style-type: none">1. The student and the student's parent or person standing in parental relation to the student are advised by the school counselor of the specific benefits of graduating from high school under the distinguished level of achievement; and2. The student's parent or person standing in parental relation to the student files with a school counselor written permission, on a form provided by the District, allowing the student to graduate with an endorsement without earning the distinguished level of achievement. <p>The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.</p>
Without an Endorsement	The District requires completion of 1 credit in addition to the number mandated by the state for graduation under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires completion of 1 credit in addition to the number mandated by the state for graduation under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires completion of 1 credit in addition to the number mandated by the state for graduation under the foundation program with the distinguished level of achievement.
Fine Arts Substitutions	To the extent permitted by state rules, the District shall award state graduation credit in fine arts for participation in an approved community-based fine arts program.
Physical Education Substitutions Activities and Courses	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

Private or
Commercial
Programs

The District shall award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner of education. [See also EHAC]

**Financial Aid
Application
Confirmation**

As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:

1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;
2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;
3. A copy or screenshot of the FAFSA acknowledgment page;
4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);
5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

**Trauma-Informed
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law [and the Board-approved District professional development plan](#). The District improvement plan shall specify required training for any other District employees as applicable.

~~Annual Report~~

~~The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.~~

Note: This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

**Statement of
Nondiscrimination**

~~The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.~~

Discrimination

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited
Harassment
Prohibited
harassment**
**Statement
of
Nondiscrimination**

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

Harassment

Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Harassment ~~Prohibited harassment~~ includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual
Based Harassment**

As required by law, the District shall follow the procedures below at Response to **Title IX Sexual Harassment**—~~Title IX~~ upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment **in an education program or activity and against a person in the United States** under Title IX. [See FFH(LEGAL)]

**Other Sexual
Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
 - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
 - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples	Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.
Dating Violence	<p>Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.</p> <p>For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:</p> <ol style="list-style-type: none">1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or3. Otherwise adversely affects the student's educational opportunities.
Examples	Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.
Reporting Procedures	Any student who believes that he or she has experienced prohibited conduct and any person who believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.
Student Report	
Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

Definition of District Officials	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
Alternative Reporting Procedures	<p>An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
Timely Reporting	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
Notice to Parents	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p> <p>When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.</p>
Investigation of Reports Other Than Title IX	The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Title IX Sexual Harassment — Title IX .

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

	<p>The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>
Initial Assessment	<p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.</p> <p>If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.</p>
Interim Action	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.</p>
District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p>

	<p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, and harassment, and retaliation.</p>
<i>Bullying</i>	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
<i>Improper Conduct</i>	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
Confidentiality	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
Appeal	<p>A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent has the shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.</p>

**Response to Title IX
Sexual Harassment–
Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed [or dismissed](#), the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. [The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.](#)

Title IX Formal
Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student

who refuses to participate in any manner in an investigation under Title IX. [In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.](#)

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

DISCUSSION AND/OR ACTION ITEMS
Consider/Take Possible Action to Adopt Revised Board Policy EIC (LOCAL)

Action Item:

For the past several months, PAHS Principal Swartwout and Counselor Melde have been researching alternative methods for calculating GPA for future classes of Marlins. This is partially due to the fact that some students quit taking theater, band, art, CTE (such as engineering), and other classes because these regular level courses could negatively impact their GPA. Any changes adopted would begin with the incoming 9th grade class.

Our TASB policy consultant is writing a final draft of the revised policy which will be presented at the board meeting.

RATIONALE:	Updates will encourage students to continue taking a diverse range of classes.
BUDGET:	None
RECOMMENDATION:	Accept the superintendent's recommendation to adopt the revised policy EIC (LOCAL) as presented.

DISCUSSION AND/OR ACTION ITEM

One-Time Stipend for Transportation Certifications

Action Item:

After advertising for over 18 months, PAISD has still not been able to hire a bus driver to assist with the daily routes and with field trips. On many different occasions in the 2021-2022 school year, we were forced to ask all Certified Driver License (CDL) staff (outside of the maintenance department – which means coaching staff) to assist in driving one of our daily bus routes. As the spring sports became in full spring, our coaches' schedules prevented them from being able to assist with driving routes on a daily basis. Due to lack of available bus drivers, administration made the difficult decision to combine daily basis routes (from three routes down to two routes). It was also very difficult to approve field trips due to lack of available bus drivers and the desire to not pull a staff member out of the classroom in order to drive a bus for a field trip.

To further complicate matters, the federal government has significantly increased the requirements for someone to obtain the CDL and endorsements necessary to drive a school bus. This will significantly exacerbate the shortage of school bus drivers across the country. The length of the required training has significantly increased as well as the cost. Area school districts are working together on a plan to provide the training but it has not been approved by the state yet.

To assist in making the annual certification easier and less time consuming for our staff, PAISD has contracted with ESC2 to offer the annual update training here in the district prior to the beginning of the 2022-2023 school year. This includes annual update training for both the full-size bus CDL license and the renewal certification needed for driving the Marlin student activity bus (14 passenger).

In order to promote retention of staff members who have a school bus driver certification (CDL with endorsements) and those who have the training required to drive the Marlin student activity bus, administration is recommending a payment of a \$1,000 retention stipend to all CDL certified bus drivers employed by PAISD and a \$500 stipend to all activity bus certified drivers (staff members who receive the \$1000 stipend are not eligible to receive the \$500 stipend). These retention stipends will be paid to each employee at August staff development. We will also encourage other staff members to work toward one of the two certifications and will budget additional stipends to be paid out in August 2023. We currently have 15 employees with the appropriate CDL and endorsements to drive a school bus (3 maintenance, 11 coaches, 1 new teacher). Currently we have two staff members (and one more currently working on the certification) that are certified to drive the Marlin student activity bus. If additional staff members have completed this certification over the summer, they will be added to the list.

RATIONALE:	To promote recruitment and retention of staff members who are certified to drive school buses and/or the Marlin student activity bus.
BUDGET:	Unused salary funds in the budget (due to the inability to hire a school bus driver as was budgeted).
RECOMMENDATION:	Accept the Superintendent's recommendation to give a one-time, nonrecurring transportation stipend payment of \$1,000 for CDL certification and \$500 for student activity bus driver certification before the August 31, 2022 year end.

CLOSED MEETING

ACTION ITEM:

The board will adjourn to executive session in accordance with the Texas Open Meeting Act, Texas Government Code 551.071 thru 551.083 to consider the following:

- A. Personnel: Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of an Employee.
- B. Discuss Educator Contract(s).

DISCUSSION AND/OR ACTION ITEM

ACTION ITEM:

The board will reconvene to open session in accordance with the Texas Open Meeting Act, Texas Government Code 551.071 thru 551.083.

RATIONALE:

TEC 21.002

BUDGET:

Not at this time

RECOMMENDATION:

Accept the superintendent's recommendation to approve educator contract(s) for the 2022-2023 school year as presented.

ADJOURNMENT

Action Item

There being no further business, Board President will adjourn the meeting.