

Notice of Regular Meeting

The Board of Trustees Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD will be held June 17, 2024, beginning at 6:30 PM in the Devine Student Activity Center (DSAC), 194 Arabian Way, Devine, TX 78016.

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

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

- 1. Call to Order, Roll Call and Declaration of Quorum**
- 2. Pledge of Allegiance and Invocation**
- 3. Citizen Communication**
 - A. Public Comment for Non-Agenda Items
 - B. Public Address for Items on the Agenda
- 4. Student Recognition: FFA AG Clays State Champion Shooting Team**
- 5. Public Meeting to Discuss the 2024-2025 Budget and Proposed Tax Rate**
 - A. Public Comments
- 6. Adopt Devine ISD 2024 - 2025 Budget**
- 7. Adopt Devine ISD 2023 - 2024 Final Amended Budget**
- 8. Public Hearing on Accelerated Instruction Program**
- 9. Administrative Reports and Discussion**
 - A. Central Office Reports
 1. Superintendent's Reports, Todd Grandjean
 - a. Monthly Report on Personnel, Safety, and Board Priorities: 1. Increase student success and continue a tradition of student achievement 2. Continue successful partnerships with the community, teachers and parents to support our schools and achieve student success 3. Align facilities and technology improvements with needs and career opportunities 4. Maintain Highly Qualified teachers and retain staff 5. Increase trade career opportunities and continue to develop enhanced technology resources for all students
 - b. 2023 Bond Projects Update
 - c. Consider and Discuss Teambuilding and Evaluating and Improving Student Outcomes Training Dates
 - d. Monthly Activity Calendar
 - e. District Event Calendar
 2. Special Programs, Curr. & Inst. Director Monthly Report, Abigail Beadle

a. Monthly Report on Federal/State Programs, Curriculum & Instruction, Community and Other	
3. Director of Student Services Monthly Report, Dawn Schneider	
a. Monthly Report on Testing and Assessment, Counseling, Student Services	
B. Business Reports, Shannon Ramirez	
1. Monthly reports on taxes, cafeteria, investments, cash flow	
2. Payment of Bills	
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C. Consider and Take Possible Action to Approve Contract Award for Track Resurfacing and Improvements	
D. Consider and Take Possible Action to Adopt the New Non-Exempt Professional Table	89
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1. (LEGAL) Policies	
2. (LOCAL) Policies (see list below)	
F. Consider and Take Possible Action on Board Policy FDA (LOCAL) Admissions Interdistrict Transfers to Set Tuition Fee	135
12. Closed Session	
A. Personnel (TGC 551.074)	
1. Personnel Update	
2. Consider and Discuss Superintendent's Goals & Objectives	
3. Consider and Discuss Hiring Professional Staff	
B. Consider and discuss the deployment, or specific occasions for, or implementation of, security personnel, or devices. (TGC 551.076)	
13. Reconvene from Closed Session	
14. Action Items Discussed in Closed Session	
A. Consider and Take Possible Action to Hire Professional Staff	
15. Adjournment	

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

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____.

For the Board of Trustees



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 17, 2024

Agenda Item: Minutes of Board Meeting (s)

Background Information:

Every month the office will submit to the Board of Trustees for approval a copy of last month's minutes for approval.

Administrative Consideration:

BE (LOCAL) – Board action shall be carefully recorded by the secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board and signed by the President and the Secretary of the Board.

The official minutes shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

Budgetary Consideration:

None

Supporting Documents:

BE (LOCAL) Board Meetings

Recommendation:

Approve minutes for the Called Meeting/Budget Workshop on May 14, 2024, and Regular Board Meeting on May 20, 2024,

Respectfully Submitted by:

Geri Woods
Superintendent's Secretary

Approved by:

Todd Grandjean
Superintendent of Schools

Minutes of Budget Workshop/Called Meeting

The Board of Trustees

Devine ISD

A Budget Workshop/Called Meeting of the Board of Trustees of Devine ISD was held on Tuesday, May 14, 2024 beginning at 6:30 PM in the Administration Building, 605 W Hondo Ave., Devine, TX 78016

Board Members Present: Nancy Pepper (President), Henry Moreno (Vice-President), Keri James (Secretary), Alixana Buvinghausen, Chris Davis, Carl Brown (arrived at 6:45 p.m.), Renee Frieda (arrived at 6:57 p.m.).

Guests Present: Jim Sessions, Shelby Spivey, Kandy Stein, Katelyn Blanton, Evan Eads, Joslyn Wilson, Anton Reicher (The Devine News)

School Officials Present: Dr. Todd Grandjean (Superintendent), Abigail Beadle (Special Programs Director), Juan Gonzalez (DHS Principal), Kandi Darnell (DMS Principal), Michael Gomez (Intermediate Principal), Magdalena Strickland (Elementary Principal), Jenni Hagdorn (Special Ed Director), Shannon Ramirez (Finance Director), Geri Woods (Recording Secretary)

1. Call to Order, Roll Call and Declaration of Quorum

Nancy Pepper called this meeting of the Devine Independent School District Board of Trustees to order at 6:31 p.m. and stated for the record that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. She further stated that trustees Henry Moreno, Keri James, Chris Davis, Ali Buvinghausen, and Nancy Pepper were present. (Carl Brown and Renee Frieda arrived after quorum established)

2. Citizen Communication

A. Public Address for Items on the Agenda
None.

3. Swear-in Board Members

A. Issue Certificates of Election for Districts 1 and 5

B. Statement of Elected Officer and Oath of Office to Districts 1 and 5 administered by Notary Public, Geri Woods.

C. Reorganization of Board Officers

1. Chris Davis moved and seconded by Alixana Buvinghausen to nominate Nancy Pepper for school board president. This motion Passed. Yea: 5, Nay: 0, Absent: 2

2. Chris Davis moved and seconded by Keri James to nominate Henry Moreno for school board vice-president. This motion Passed. Yea: 5, Nay: 0, Absent: 2

3. Chris Davis moved and seconded by Henry Moreno to nominate Keri James for school board secretary. This motion Passed. Yea: 5, Nay: 0, Absent: 2

D. Consider and take possible action to appoint Board Governance Committee Members

Chris Davis moved and seconded by Alixana Buvinghausen to appoint the same committee members to Executive Committee, Facilities Committee, Audit Committee, Policy Committee, and Safety and Security Committee. This motion Passed. Yea: 5, Nay: 0, Absent: 2.

Nancy Pepper and Todd Grandjean will serve on the Executive Committee; Carl Brown, Henry Moreno, and Chris Davis on the

Facilities Committee; Nancy Pepper, Keri James, and Ali Buvinghausen on the Audit Committee; Ali Buvinghausen, Renee Frieda, and Keri James on the Policy Committee; Henry Moreno, Carl Brown, and Chris Davis on the Safety and Security Committee.

4. **Budget Workshop**

A. Budget Presentation and Discussion by Shannon Ramirez

B. Property Values Discussion by Shannon Ramirez

5. **Consider and Take Possible Action to Adopt Stipend Schedule**

No action taken.

6. **Consider and Take Possible Action on Substitute Pay Schedule**

No action taken.

7. **Consider and Take Possible Action to Approve Pay App #1 and #2 to Hellas for Track Repair**

Carl Brown moved and seconded by Chris Davis to approve Pay App #1 and #2 to Hellas as presented. This motion Passed. Yea: 7, Nay: 0

8. **Adjournment**

Henry Moreno moved and seconded by Chris Davis to adjourn. This motion Passed. Yea: 7, Nay: 0

Meeting adjourned at 8:19 p.m.

Board President

Board Secretary

Minutes of Regular Meeting

The Board of Trustees

Devine ISD

A Regular Meeting of the Board of Trustees of Devine ISD was held on Monday, May 20, 2024 beginning at 6:30 PM in the Devine Student Activity Center (DSAC), 194 Arabian Way, Devine, TX 78016

Board Members Present: Nancy Pepper (President), Henry Moreno (Vice-President), Keri James (Secretary), Carl Brown, Alixana Buvinghausen, Renee Frieda, Chris Davis (arrived at 8:33 p.m.).

Guests Present: Christie Bean, Melissa Gutierrez, Shelby Spivey, Jennifer Carroll, Kandy Stein, Claudia Mendoza, Ronda Shelton, Anton Riecher, Michelle Vinton, Brittany Briscoe, Jessica Alexander, Mandy Cross, Jim Sessions, Megan Martinez, Lysandra Reyes, Darren VanFossen

School Officials Present: Dr. Todd Grandjean (Superintendent), Abigail Beadle (Special Programs Director), Juan Gonzalez (DHS Principal), Kandi Darnell (DMS Principal), Michael Gomez (Intermediate Principal), Magdalena Strickland (Elementary Principal), JodiAnn Dzierzanowski (DAEP/DLA Principal), Jenni Hagdorn (Special Ed Director), Shannon Ramirez (Finance Director), Geri Woods (Recording Secretary)

1. Call to Order, Roll Call and Declaration of Quorum

Nancy Pepper called this meeting of the Devine Independent School District Board of Trustees to order at 6:30 p.m. and stated for the record that a quorum of board members was present, that this meeting had been duly called, and that notice of this meeting had been posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551. She further stated that trustees Carl Brown, Keri James, Henry Moreno, Renee Frieda, Ali Buvinghausen, and Nancy Pepper were present (Chris Davis arrived after quorum established).

2. Pledge of Allegiance and Invocation by Nancy Pepper.

3. Citizen Communication

A. Public Comment for Non-Agenda Items

Melissa Gutierrez and Christie Bean spoke regarding the Pre-K Program.

B. Public Address for Items on the Agenda. None.

4. Teacher Recognition

Mandy Cross recognized 3 teachers for their classrooms' participation in the SplashLearn program. Ms. Spivey's class placed 6th in the State of Texas; Mrs. Briscoe's class placed 1st in the State of Texas; Mrs. Garrison's class placed 3rd in the State of Texas.

5. Public Hearing on Accelerated Instruction Program

Report not available.

6. Administrative Reports and Discussion

A. Central Office Reports

1. Superintendent's Monthly Reports on Personnel and Board Priorities

a. Bond Projects Update

b. Consider and Discuss Student Dress Code

c. Monthly Activity Calendar

d. District Event Calendar

2. Special Programs Director Monthly Report

3. Director of Student Services Monthly Report

4. Director of Special Education Monthly Reports

B. Monthly Business Reports and Payment of Bills

C. Principals' Reports on Campus Activities

1. Devine High School Principal's Report
2. Devine Middle School Principal's Report
3. Devine Intermediate School Principal's Report
4. JJ Ciavarra Elementary School Principal's Report
5. Devine Learning Academy/DAEP Principal Monthly Reports

D. Directors' Monthly Reports

7. Consent Agenda

Carl Brown moved and seconded by Henry Moreno to approve consent agenda as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

A. Minutes of April 15, 2024 Regular Board Meeting

8. Action Item(s):

A. Henry Moreno moved and seconded by Carl Brown to Adopt a Board Resolution to Join the TIPS Purchasing Cooperative offered by Region 8 ESC as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

B. Carl Brown moved and seconded by Henry Moreno to Approve the Contract with Dodson via the TIPS purchasing coop in an amount not to exceed \$521,885.06 and allow the superintendent to negotiate the final terms of the contract as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

C. Renee Frieda moved and seconded by Alixana Buvinghausen to set June 11, 2024 for budget workshop #3 as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

D. Henry Moreno moved and seconded by Carl Brown to set June 17, 2024 for public hearing to adopt the budget as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

E. Carl Brown moved and seconded by Henry Moreno to Renew FSMC Contract with Taher, Inc. as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

F. Renee Frieda moved and seconded by Henry Moreno to Adopt the 2023-24 Stipend Schedule Table with changes to the Athletic Strength Trainer, CTE Coordinator, and Cheer Sponsor with the caveat that the cheer sponsor continues the role of 2 separate positions as presented. This motion Passed. Yea: 6, Nay: 0, Absent: 1

9. Closed Session

Nancy Pepper stated for the record that the Board of Trustees, beginning at 7:42 p.m., convened in a closed session in accordance with the Texas Open Meetings Act, for the purpose of discussing items listed under Texas Government Code Section 551.072, 551.074, and 551.082. NO FINAL ACTION, DECISIONS, OR VOTES WILL BE TAKEN WHILE THE BOARD IS IN EXECUTIVE SESSION.

Chris Davis arrived during closed session.

10. Reconvene from Closed Session

The board reconvened in open session at 9:31 p.m.

11. Action Items Discussed in Closed Session

A. Personnel

1. Consider and take possible action on Superintendent's Goals and Contract Terms

Carl Brown moved and seconded by Chris Davis to increase the superintendent's salary as discussed in closed session. This motion Passed. Yea: 7, Nay: 0.

2. Consider and Take Possible Action to Adopt the New Non-Exempt Professional Table. No Action taken.

12. Adjournment

Henry Moreno moved and seconded by Ali Buvinghausen to adjourn. This motion passed. Yea: 7, Nay: 0.

Meeting adjourned at 9:32 p.m.



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 17, 2024

Agenda Item: Approval of ESC, Region 20 Commitments not to exceed the amount of \$ 103,115.

Background Information:

The Education Service Center offers services to the schools within its area. The District has enrolled in services for the 2024-2025 school year.

Administrative Consideration:

Board Policy CH (Local) – Purchasing Authority – Purchases that costs \$50,000 or more shall require Board approval before a transaction may take place.

Budgetary Consideration:

The total cost of the commitments is \$103,115 and is accounted for in various accounts throughout the 2024-2025 recommended budget.

Supporting Documents:

List of Services

Recommendation:

Approve the Education Service Center, Region 20 Commitments.

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools

Commitment Group

Bilingual and ESL Cooperative

Eduphoria!

Career and Technical Education (CTE) Support Cooperative

Library Resources Cooperative

Region 20 Purchasing Cooperative

Bus Driver Physical Exam

Business Manager Cooperative

Gifted/Talented Services Cooperative

Texas Curriculum Management Program Cooperative (TCMPC)

ASCENDER Student & Business Software System

ASCENDER Student & Business Software System

ASCENDER Student & Business Software System

School Safety Cooperative

Technology Services (CyberVision20)

Technology Services (CyberVision20)

Technology Services (CyberVision20)

Technology Services (CyberVision20)

ASCENDER Student & Business Software System

Eduphoria!

Human Capital Services (HCS)

Commitment Offering	Price
Bilingual and ESL Cooperative	\$2,415.00
TEKSbank Test Generator Add-On	\$2,628.00
Career and Technical Education (CTE) Support Cooperative	\$3,780.00
Library Resources Cooperative for Public and Charter Schools	\$1,666.56
Option I - General Supplies	\$875.00
Bus Driver Physical Exam	\$0.00
Business Manager Cooperative	\$3,600.00
Gifted/Talented Services Cooperative	\$5,000.00
TEKS Resource System (TRS)	\$4,217.00
ASCENDER Student Software Support and Hosting	\$30,391.20
TSDS/PEIMS Support : ASCENDER LEAs	\$1,917.00
ASCENDER Business Software Support and Hosting	\$20,090.40
School Safety Cooperative	\$2,000.00
CyberVision20 Enhanced Membership	\$1,900.00
Infosec IQ with Enhanced Membership	\$795.00
SentinelOne Server Complete Licenses	\$1,094.25
SentinelOne (Student) Control Licenses	\$2,130.00
ASCENDER Student LEA Customized Support Sessions	\$2,600.00
Eduphoria Suite (Renewals Only)	\$13,500.00
Human Resources (HR) Leadership and Recruitment Services	\$2,515.00
	\$103,114.41



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 17, 2024

Agenda Item: DEF Donation

Background Information:

DEF is fulfilling its obligation to the dual-credit program. This is the second payment to DISD.

Administrative Consideration:

The district will implement funds for the program

Budgetary Consideration:

It will be a budget item

Supporting Documents:

Donation form to Devine ISD for \$5,000

Recommendation:

Approve the donation for \$5,000.

Respectfully Submitted by:

Brenda Gardner
DEF Director

Approved by:

Todd Grandjean
Superintendent of Schools

Devine Independent School District
Donation Form

The Devine Independent School District Board Policy CDC (Legal) states: All bequests of property for the benefit of the public schools shall, when not otherwise directed by the grantor, vest the property in the Board. Funds or other property donated may be expended: 1) For any purpose designated by the donor that is in keeping with the lawful purposes of the schools that are to benefit from the donation; or 2) For any legal purpose if the donor designated no specific purpose.

Devine ISD is a political subdivision of the state of Texas and as such is exempt under section 115 of the IRS Code. Contributions to the district are deductible by donors as provided in section 170 of the IRS.

Type: Cash/Check Gift Card Materials Equipment

Donor Information:

Donor Name: Devine Education Foundation Organization: _____

Address: 605 W. Hondo

City: Devine State: TX Zip Code: 78016

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Donated to: Devine ISD

Purpose of Donation: Dual-credit Program

Value of Donated Property: \$ \$ 5,000.00

Describe/Itemize Donated Property: _____

Donor Imposed Restrictions, if any: _____

Brenda Gardner
Donor Signature

June 7, 2024
Date

To Be Completed By District Official

Donation approved by: _____ Date: _____
(Superintendent, or Board of Trustees if value over \$1000)

To Be Completed by Business Office

Date of Receipt: _____ Amount Received (if cash): \$ _____

Cash Check # _____ Deposited to account #: _____

Fixed Asset Tag #: _____ Location: _____



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 17, 2024

Agenda Item: District-wide Fencing Improvements

Background Information:

In July 2023 TEA mandated non-scalable fencing for all k-12 campuses. The district applied for Safe Cycle I grant and were awarded \$1M+. MTR Engineers were contracted to develop plans and specifications for fence improvements across the district.

Administrative Consideration:

This project was bid through RfCSP utilizing a base bid; four add alternates and one unit cost.

Base Bid: 8' tall standard chain link fence

Add Alternate 1: Provide Windscreens at strategic locations to reduce visibility.

Add Alternate 2: Provide 1" non-scalable chain-link fabric

Add Alternate 3 Remove existing tarmac fencing at Warhorse stadium and replace with 8' standard chain-link fence.

Add alternate 4: Provide Electric sliding gate at DAEP.

Of the bids submitted only one bidder submitted a complete package, due to this fact we scored the vendors based on their base bid only. The scores in descending order are Anchor Fence 91, Monarch Fence 74, and Alamo fence and deck 35.

Budgetary Consideration:

Base Bid:
\$572,300.00

AA 1: \$97,800.00

AA 2: \$106,900.00

AA 3: \$31,800.00

AA 4: \$24,600.00

Total with all alternates: \$833,400.00

This will be funded by Safe Cycle 1 Grant.

Supporting Documents:

Proposals attached

Recommendation:

Devine ISD Operations Dept. has reviewed the attached proposal and find the pricing to be in line with similar scopes of work, and therefore request approval from the Devine ISD Board of Trustees as authorization to proceed with award of contract to Anchor Fence for the above described operations.

Respectfully Submitted by:

Darren VanFossen
Director of Operations/Custodial Services

Approved by:

Todd Grandjean
Superintendent of Schools

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: The Anchor Group

**APPENDIX C
FEE PROPOSALS**

Fee Proposal based on Following Schedule:

Scheduled Start: June 26, 2024
Completion Date: August 20, 2024

Bid Price

1. Base Bid
Security fencing and all other work as shown on the construction documents. Bid price includes a \$90,000.00 Owner's Contingency Allowance.

TOTAL BASE BID PRICE \$ 572,300.00

2. ~~ALTERNATE #1~~
Provide windscreens where shown on the construction documents. Include pricing for lettering on the windscreens to state "WELCOME TO DEVINE INTERMEDIATE SCHOOL" and "WELCOME TO CES. SAY CIAVARRA SAY SUCCESS"

TOTAL ADD ALTERNATE #1 PRICE \$ 97,800.00

3. Alternate #2
Provide 1" mesh size for all chain-link fencing shown on the construction documents.

TOTAL ADD ALTERNATE #2 PRICE \$ 106,900.00

4. Alternate #3
Remove existing fencing at Warhorse Stadium and replace with new 8' tall chain-link fencing as shown on the construction documents, Sheet C6.0.

TOTAL ADD ALTERNATE #3 PRICE \$ 31,800.00

5. Alternate #4
Provide electric sliding gate in lieu of standard sliding gate at Devine Alternative School, Sheet C3.0. Electric sliding gate to be LiftMaster or approved equal. Must be a dual width gooseneck with keypad call button and the ability to add a card reader in future.

TOTAL ADD ALTERNATE #4 PRICE \$ 24,600.00

UNIT PRICES:

The Offeror agrees that the Base Proposal may be adjusted by the amounts indicated below for each unit price:

1. UNIT COST PER DETEX PANIC EXIT BAR DAC 6035 WITH DETEX 36" BAR (MODEL# 10xw08d630) AND SILVER PLATE (OR APPROVED EQUAL). COLOR TO MATCH ADJACENT FENCE.

900 and 0 /100 DOLLARS (\$ 900.00)

Responder acknowledges the requirement that the proposed price includes the firm's representatives and a manufacturer's representative (Valcom) attendance at the on-site Owner training.

Name of Organization/Firm: The Anchor Group, Inc.

Signature of Authorized Representative: *Russell Moore*

Date June 10, 2024

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: The Anchor Group, Inc.

**APPENDIX A
FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm names below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

PROPOSER'S NAME The Anchor Group, Inc

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Russell Moore

A. My firm is a publicly-help corporation; therefore, this reporting requirement is not applicable.
Signature of Company Official: _____ Date _____

B. My firm is not owned nor operated by anyone who has been convicted of a felony:
Signature of Company Official: Russell Moore Date 6/10/2024

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:
Name of Felon(s): _____
Details of Conviction(s): _____
Signature of Company Official: _____ Date _____

**Devine Independent School District
Devine ISD – District Fencing Project**

**APPENDIX B
PROPOSER EVALUATION FORM**

RATING SCALE: Excellent: 5 Above Average: 4 Average: 3 Below Average: 2 Poor: 1

Criteria	Weight	Company Name							
1. Organization	10%								
2. References	5%							18	
3. Experience	10%								
4. Financial Capacity	5%								
5. Cost / Fees	50%								
6. Description of Services, Schedule and Contract	20%								
RANK	100% Max								

The Anchor Group, Inc
Proposal Questionnaire

1. Firm Information and Organization:

1.1 The Anchor Group, Inc

1470 N Business IH 35 New Braunfels, TX 78130

830-606-5516

Corporation

1990

Sal Robles

830-606-5516

830-832-4456

Srobles@anchortexas.com

1.2 34 years

1.3 22 years, Anchor Post Products of Texas

1.4 Russell Moore – Vice President 26 years fence experience

Sal Robles – Project Manager – 36 years fence experience

Chris Rodriguez – Field Superintendent – 12 years fence experience

1.5 NA

1.6 Texas State Comptollers Office

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2. References – See Attached

3. Experience

3.1 NO

3.2 NO

3.3 NA

3.4 See Attached

3.5 Fence and Gates Upgrades 2018 at the Devine Elementary, Devine Middle, And Devine High School

4. Financial Capacity

4.1 See Attached

4.2 See Attached Letter

4.3 See Attached Letter

4.5 NO

5. Cost and Fees – See Appendix C

6. Description of Services, Schedule and Contract

- 6.1 After reviewing the plans and specifications, The Anchor Group understands what the Devine ISD wants to upgrade the fence and gates. We walked the different sites to witness existing conditions to create an intelligent proposal. Previous work for Devine ISD allows The Anchor Group to understand digging conditions at the various Locations.
- 6.2 The Anchor Group will work closely with Devine ISD to build and maintain a schedule For the performed work. We will work Monday- Friday and weekends if needed to get Project completed.

The Anchor Group Inc. is an established commercial fence company. We have been installing commercial fence projects in the South and Central Texas regions for over 25 years and have maintained a reputation for providing a quality product. In this time, we have acted as a prime contractor for several projects. Please see the below list of projects that reflect The Anchor Group Inc.'s relevant experience.

March 2022

Comal ISD

Dennis Vrana – (830) 221-2027

Amount: \$814,340.00

Comal ISD Multi Campus

New Braunfels, TX

June 2022

Johnson City ISD

Richard Kolek – (830) 868-7410

Amount: \$135,983.00

LBJ High School

Johnson City, TX

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August 2023

Blanco ISD

Cody Harvey – (512) 557-5696

Amount: \$22,571.00

Blanco Elementary Security Fence

Blanco, TX

October 2023

Centerpoint ISD

Cody Newcomb – (830) 353-8133

Amount: \$373,236.00

Centerpoint ISD District Wide Security Fence

Centerpoint, TX

February 2024

Johnson City ISD

Scott Berry – (830) 868-7410

Amount: \$45,748.00

Johnson City ISD Fence Improvements

Johnson City, TX

THE ANCHOR GROUP, INC.
(AN S CORPORATION)

FINANCIAL STATEMENTS

DECEMBER 31, 2023 AND 2022

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INDEPENDENT AUDITOR'S REPORT

FINANCIAL STATEMENTS

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MILBERN D. RAY, CPA, 1933-2006
RONALD D. RAY, CPA
KENT A. RAY, CPA
JASON T. RAY, CPA

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MEMBER
AMERICAN INSTITUTE
OF CERTIFIED PUBLIC
ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
The Anchor Group, Inc.
Dallas, Texas

Opinion

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We have audited the accompanying financial statements of The Anchor Group, Inc., which comprise the balance sheets as of December 31, 2023 and 2022, and the related statements of income, changes in equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Anchor Group, Inc. as of December 31, 2023 and 2022 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Anchor Group, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are concerns or events, considered in the aggregate, that raise substantial doubt about The Anchor Group, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

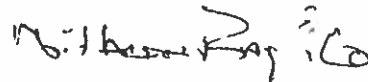
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted accounting standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Anchor Group, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Anchor Group, Inc.'s ability to continue as a going concern for a reasonable period of time.

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We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control matters that we identified during the audit



February 20, 2024

Southlake, Texas

THE ANCHOR GROUP, INC.
BALANCE SHEETS
DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 4,567,531	\$ 2,571,404
Receivables		
Trade, net of allowance for credit losses		
of \$670,208 and \$603,758, respectively	10,435,533	7,064,705
Inventory	873,803	867,573
Contract assets	5,293,205	5,027,714
Total current assets	<u>21,170,072</u>	<u>15,531,396</u>
Property and equipment, net	113,642	103,536
Operating lease right-of-use assets	1,019,832	595,815
Other assets	16,000	16,000
	<u>\$ 22,319,546</u>	<u>\$ 16,246,747</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable, trade	\$ 1,208,512	\$ 920,958
Accrued liabilities	4,289,986	2,870,448
Contract liabilities	3,245,707	2,245,219
Operating lease liabilities, current portion	336,793	235,153
Total current liabilities	<u>9,080,998</u>	<u>6,271,778</u>
Noncurrent liabilities:		
Operating lease liabilities, less current portion	683,039	360,662
Total noncurrent liabilities	<u>683,039</u>	<u>360,662</u>
Shareholders' equity:		
Common stock, \$1 par, (1,000,000 shares authorized, 10,225 shares issued, and 9,525 shares outstanding)	10,225	10,225
Treasury stock, at cost (700 shares)	(360,500)	(360,500)
Paid-in capital	901,701	901,701
Retained earnings	12,004,083	9,062,881
	<u>12,555,509</u>	<u>9,614,307</u>
	<u>\$ 22,319,546</u>	<u>\$ 16,246,747</u>

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See independent auditor's report and accompanying notes, which are an integral part of these financial statements.

THE ANCHOR GROUP, INC.
INCOME STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2023 AND 2022

	<u>2023</u>	<u>2022</u>
CONTRACT REVENUES	\$ 48,138,555	\$ 38,354,096
COST OF CONSTRUCTION	<u>30,577,071</u>	<u>25,325,118</u>
Gross profit	17,561,484	13,028,978
OPERATING EXPENSES	<u>8,394,258</u>	<u>6,868,250</u>
Operating income	9,167,226	6,160,728
OTHER INCOME AND (EXPENSES)		
Other income	165,594	178,472
Interest expense	<u>(305)</u>	<u>(15,752)</u>
	<u>165,289</u>	<u>162,720</u>
NET INCOME	<u>\$ 9,332,515</u>	<u>\$ 6,323,448</u>

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See independent auditor's report and accompanying notes, which are an integral part of these financial statements.

THE ANCHOR GROUP, INC.
(AN S CORPORATION)

FINANCIAL STATEMENTS

DECEMBER 31, 2022 AND 2021

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INDEPENDENT AUDITOR'S REPORT

FINANCIAL STATEMENTS

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SUPPLEMENTARY INFORMATION

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Schedules of Operating Expenses	20



MILBERN RAY
AND COMPANY, L.L.P.
CERTIFIED PUBLIC ACCOUNTANTS

MILBERN D. RAY, C.P.A., 1933-2006
RONALD D. RAY, C.P.A.
KENT A. RAY, C.P.A.
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MEMBER:
AMERICAN INSTITUTE
OF CERTIFIED PUBLIC
ACCOUNTANTS

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
The Anchor Group, Inc.
Dallas, Texas

Opinion

We have audited the accompanying financial statements of The Anchor Group, Inc., which comprise the balance sheets as of December 31, 2022 and 2021, and the related statements of income, changes in equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Anchor Group, Inc. as of December 31, 2022 and 2021 and the results of its operations and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Anchor Group, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are concerns or events, considered in the aggregate, that raise substantial doubt about The Anchor Group, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted accounting standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements, including omissions, are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Anchor Group, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Anchor Group, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control matters that we identified during the audit

William P. ...

February 18, 2023

Southlake, Texas

THE ANCHOR GROUP, INC.
BALANCE SHEETS
DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
ASSETS		
Current assets:		
Cash and cash equivalents	\$ 2,571,404	\$ 324,882
Receivables		
Trade, net of allowance for doubtful accounts of \$603,758 and \$614,047, respectively	7,064,705	6,695,237
Inventory	867,573	763,719
Contract assets	5,027,714	4,435,884
Total current assets	<u>15,531,396</u>	<u>12,219,722</u>
Property and equipment, net	103,536	134,107
Operating lease right-of-use assets	595,815	-
Other assets	16,000	16,000
	<u>\$ 16,246,747</u>	<u>\$ 12,369,829</u>
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities:		
Accounts payable, trade	\$ 920,958	\$ 772,434
Accrued liabilities	2,870,448	2,521,686
Contract liabilities	2,245,219	2,184,960
Operating lease liabilities, current portion	235,153	-
Total current liabilities	<u>6,271,778</u>	<u>5,479,080</u>
Long-term liabilities:		
Operating lease liabilities, less current portion	<u>360,662</u>	-
Total current liabilities	<u>360,662</u>	-
Shareholders' equity:		
Common stock, \$1 par, (1,000,000 shares authorized, 10,225 shares issued, and 9,525 shares outstanding)	10,225	10,225
Treasury stock, at cost (700 shares)	(360,500)	(360,500)
Paid-in capital	901,701	901,701
Retained earnings	9,062,881	6,339,323
	<u>9,614,307</u>	<u>6,890,749</u>
	<u>\$ 16,246,747</u>	<u>\$ 12,369,829</u>

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See independent auditor's report and accompanying notes, which are an integral part of these financial statements.

THE ANCHOR GROUP, INC.
INCOME STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2022 AND 2021

	<u>2022</u>	<u>2021</u>
CONTRACT REVENUES	\$ 38,354,096	\$ 33,642,380
COST OF CONSTRUCTION	<u>25,325,118</u>	<u>23,761,851</u>
Gross profit	13,028,978	9,880,529
OPERATING EXPENSES	<u>6,868,250</u>	<u>5,995,073</u>
Operating income	6,160,728	3,885,456
OTHER INCOME AND (EXPENSES)		
Other income	178,472	-
Interest expense	<u>(15,752)</u>	<u>(694)</u>
	<u>162,720</u>	<u>(694)</u>
NET INCOME	<u>\$ 6,323,448</u>	<u>\$ 3,884,762</u>

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See independent auditor's report and accompanying notes, which are an integral part of these financial statements.



May 9, 2024

Re: **THE ANCHOR GROUP, INC.**

To Whom It May Concern:

We have represented The Anchor Group, Inc. for their surety bond needs since 2002 and consider them to be among our finest clients. We are pleased to set forth our relationship with this company for your consideration.

The Anchor Group, Inc. has an excellent track record, an experienced management team, a strong financial position and an effective organizational structure. Their Surety, Employers Mutual Casualty Company, (AM Best rated A-, and US Treasury Listed), has provided surety bonds for individual projects in excess of \$7 million with a total work program in excess of \$15 million. EMC is willing to consider supporting jobs that exceed this range on a job by job basis.

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We highly recommend this contractor to you for your construction needs. Should a contract be awarded and at the request of The Anchor Group, Inc. we can arrange for \$100% performance and payment bonds subject to normal underwriting guidelines of Employers Mutual Casualty Company.

Should you have any questions, please feel free to contact us.

Sincerely,

Dawn Davis
Senior Bond Account Manager

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: <u> The Anchor Group, Inc. </u>

**APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE**

(ATTACHED FORM – 2 Pages)

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Russell Moore
Signature of vendor doing business with the governmental entity

June 10, 2024
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: The Anchor Group, Inc.

**APPENDIX E
NON-COLLUSION AFFIDAVIT**

NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

By the signature below, the signatory for the firm responding to the Request for Competitive Sealed Proposals certifies that neither he or she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm submitting a response for this Project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a proposal committed any other act of collusion related to the development and submission of this proposal.

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Signature: Russell Moore
Printed Name: Russell Moore
Title: Vice President
Company: The Anchor Group, Inc.
Date: June 10, 2024

SUBSCRIBED and sworn to before me the undersigned authority by Russell Moore the Vice President of, The Anchor Group, Inc. on behalf of said Respondent.

[Signature]
Notary Public in and for the State of Texas



My commission expires: 6/5/2024

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: The Anchor Group, Inc.

**APPENDIX F
DEBARMENT AND SUSPENSION CERTIFICATION**

This certification is required by the Federal Regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

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1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: The Anchor Group, Inc.

Signature of Authorized Representative: Russell Moore

Date June 10, 2024

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: The Anchor Group, Inc.

**APPENDIX G
CERTIFICATION OF NON-COLLUSION STATEMENT**

Responder certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Responder agree? YES Rm Initials of Authorized Representative of Responder

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Responder agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Responder certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Signature of Authorized Representative: Russell Moore

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: <u>The Anchor Group, Inc.</u>

APPENDIX H
W-9 FORM (SEE ATTACHED FORM)
and DISD New Vendor Form (BELOW)

**Devine Independent School District
Devine ISD – District Fencing Project**

**APPENDIX B
PROPOSER EVALUATION FORM**

RATING SCALE: Excellent: 5 Above Average: 4 Average: 3 Below Average: 2 Poor: 1

Criteria	Weight	Company Name						
		Clearfield Construction, LLC dba Alamo Decks and Fence						
1. Organization	10%							
2. References	5%							42
3. Experience	10%							
4. Financial Capacity	5%							
5. Cost / Fees	50%							
6. Description of Services, Schedule and Contract	20%							
RANK	100% Max							

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: Clearfield Construction, LLC d.b.a. Alamo Decks & Fence

**APPENDIX C
FEE PROPOSALS**

Fee Proposal based on Following Schedule:

Scheduled Start: 6/25/2024

Completion Date: 8/20/2024

Bid Price

1. Base Bid
Security fencing and all other work as shown on the construction documents. Bid price includes a \$90,000.00 Owner’s Contingency Allowance.

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TOTAL BASE BID PRICE \$ 772,800.00

2. Alternate #1
Provide windscreens where shown on the construction documents. Include pricing for lettering on the windscreens to state “WELCOME TO DEVINE INTERMEDIATE SCHOOL” and “WELCOME TO CES. SAY CIAVARRA SAY SUCCESS”

TOTAL ADD ALTERNATE #1 PRICE \$ 29,800.00

3. Alternate #2
Provide 1” mesh size for all chain-link fencing shown on the construction documents.

TOTAL ADD ALTERNATE #2 PRICE \$ 393,800.00

4. Alternate #3
Remove existing fencing at Warhorse Stadium and replace with new 8’ tall chain-link fencing as shown on the construction documents, Sheet C6.0.

TOTAL ADD ALTERNATE #3 PRICE \$ 31,950.00

5. Alternate #4
Provide electric sliding gate in lieu of standard sliding gate at Devine Alternative School, Sheet C3.0. Electric sliding gate to be LiftMaster or approved equal. Must be a dual width gooseneck with keypad call button and the ability to add a card reader in future.

TOTAL ADD ALTERNATE #4 PRICE \$ 33,020.00

 6/11/2024

Responder acknowledges the requirement that the proposed price includes the firm's representatives and a manufacturer's representative (Valcom) attendance at the on-site Owner training.

Name of Organization/Firm: Clearfield Construction, LLC dba Alamo Decks and Fence

Signature of Authorized Representative: 

Date 06/03/2024

PROJECT: Devine ISD District Fencing Upgrades

Page 1

The following addenda are issued to change, amplify or further explain the plans and specifications and shall therefore take precedence over the original contract documents in the event of conflict:

SPECIFICATIONS Item 1 thru 6

CIVIL DRAWINGS Item 7 thru 11

SPECIFICATIONS

PROPOSER SELECTION FORM (2 – 8.5"X11")

PROPOSAL FORM (1 – 8.5"X11")

DRAWINGS/EXHIBITS

C1.0R1 – CIAVARRA ELEMENTARY SCHOOL - OVERALL SITE PLAN (1 – 30"X42")

C2.0R1 – DEVINE INTERMEDIATE SCHOOL - OVERALL SITE PLAN (1 – 30"X42")

C3.0R1 – DEVINE ALTERNATIVE SCHOOL - OVERALL SITE PLAN (1 – 30"X42")

C4.0R1 – DEVINE MIDDLE SCHOOL/HIGH SCHOOL - OVERALL SITE PLAN (1 – 30"X42")

C7.0R1 – DETAILS (1 – 30"X42")

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SPECIFICATIONS

Item No. 1 - PROPOSER SELECTION FORM

Bid Proposal submissions deadline has been revised to Tuesday, June 11, 2024, at 10 A.M.

Item No. 2 - PROPOSAL FORM

- Alternate #4 has been added to remove the existing sliding gate and replace it with a new electric sliding gate.
- Reference to on-site Owner training has been removed from the proposal form.

Item No. 3 - PROPOSAL QUESTIONNAIRE

Item 6.3 – A sample of the Contractor Contract, Letter of Agreement, or similar reference will not be required to be submitted with Contractor’s proposal.

Item No. 4 - SPECIFICATIONS

All single gates with mammoth hinges are to be revised to have a square post tubing for the gate framework as well as the hinge post.

Item No. 5 - SPECIFICATIONS

All existing panic hardware on gates needs to be removed, salvaged, and replaced with new gates.



M. Ramirez

6/11/2024



- Engineers
- Surveyors
- Planners

Moy Tarin Ramirez Engineers, LLC

FIRM TBPE NO. F-5297 & TBPLS NO. 10131500
12770 CIARRON PATH, SUITE 100 TEL: (210) 698-5051
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

PROJECT: Devine ISD District Fencing Upgrades

Item No. 6 - SPECIFICATIONS

Contractors to field verify existing fence footings. All fences that are currently mounted to existing sidewalks need to be mounted in a similar fashion in the proposed condition. Contractors to field verify canopy heights. Contractors to modify fencing heights beneath canopies as necessary.

DRAWINGS/EXHIBITS

Item No. 7 - C1.0R1 – CIAVARRA ELEMENTARY SCHOOL - OVERALL SITE PLAN

Contractors to reference the attached revised construction plan for the following:

- Existing portable building location has been added for clarity.
- New flush curbs have been added at four locations across maintenance gates.

Item No. 8 - C2.0R1 – DEVINE INTERMEDIATE SCHOOL - OVERALL SITE PLAN

Contractors to reference the attached revised construction plan for the following:

- New flush curbs have been added at one location across maintenance gates.

Item No. 9 - C3.0R1 – DEVINE ALTERNATIVE SCHOOL - OVERALL SITE PLAN

Contractors to reference the attached revised construction plan for the following:

- Added Alternate #4 for the electric sliding gate.

Item No. 10 - C4.0R1 – DEVINE MIDDLE SCHOOL/HIGH SCHOOL - OVERALL SITE PLAN

Contractors to reference the attached revised construction plan for the following:

- New flush curbs have been added at one location across maintenance gates.

Item No. 11 - C7.0R1 - DETAILS

Contractors to reference the attached revised construction plan for the following:

- Added flush curb detail.

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END OF ADDENDUM

6/11/2024



- Engineers
- Surveyors
- Planners

Moy Tarin Ramirez Engineers, LLC

FIRM TBPE NO. F-5297 & TBPLS NO. 10131500
12770 CIMARRON PATH, SUITE 100 TEL: (210) 698-5051
SAN ANTONIO, TEXAS 78249 FAX: (210) 698-5085

**Devine Independent School District
Devine ISD – District Fencing Project**

PROPOSAL QUESTIONNAIRE

The following Proposal Questionnaire is intended to capture these requirements and as well other information the District deems vital to the proper evaluation of Proposers.

As part of your response, you must provide the following information in the sequence and format prescribed by this questionnaire. *Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.*

1. Firm Information and Organization:

- 1.1 Name of firm: **Clearfield Construction, LLC dba Alamo Decks and Fence**
Address of principal office: 4950 San Pedro Ave, San Antonio, TX 78212
Phone: 210-320-2377 or 210-551-1999
Form of Business Organization (Corporation, Partnership, Individual, Joint Venture): **LLC**⁴⁷
Year founded: 2013
Primary individual to contact: **Mariano E. Molina**
Work phone of primary individual: 210-320-2377
Cell phone of primary individual: 210-551-1999
Email for primary individual: **mariano@alamodecksandfence.com**
- 1.2 How many years has your organization been in business of construction in its current capacity? **12 Years**
- 1.3 How many years has your organization been in business under its present name? **12 Years**
Under what other or former names has your organization operated? **N/A**
- 1.4 Provide a list of proposed personnel who would be assigned to the Project if selected and that person's resume and qualifications for performing services under a contract for this Project if selected. State the primary work assignment and the percentage of time key personnel will devote to the Project. **Oswaldo Mochado, Project Manager**
- 1.5 List licenses and trade categories in which your organization is legally qualified to do business and indicate registrations or license numbers, if applicable. **N/A**
- 1.6 List jurisdictions in which your organization's organizational documents and trade name are filed. **Texas**

2. References:

- 2.1 Provide three (3) references. Identify the project(s), the representative of the project owner and the representative of the architect or consultant as applicable (provide name, telephone number and email of points of contact for each) who the District may contact as references regarding your organization's services. References should include owners of education projects of comparable scope to the Project. The District reserves the right to determine the necessity or advisability of calling or emailing references.

****See Attached Relevant Experience"

3. **Experience:**

- 3.1 Has your organization ever failed to complete any work awarded to it? Describe. Type text here
No
- 3.2 Has your firm ever terminated a contract or been terminated by the Owner? Describe.
No
Type text here
- 3.3 List any subcontractors included in scope of work for complete installation (name, point of contact, phone, and email) N/A
- 3.4 Identify and describe five (5) of the most recent projects your firm has undertaken for providing fencing upgrade services that are MOST RELATED TO SCHOOL DISTRICT PROJECTS. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
- Project name, location, and description ***See Attached "Relevant Experience"
 - Construction cost (with comparison to the budget and to the Contract Sum/GMP)
 - Total value of all change orders, if any
 - Type of construction (new, renovation or expansion) 48
 - Completion date
 - Owner and architect/consultant, if any (include contact information for both)
- 3.5 Describe any construction services provided to Devine ISD in the past. N/A

4. **Financial Capacity:**

- 4.1 Provide total revenues for the previous two (2) fiscal years.
2022 - \$7MM & 2023 - \$2.3MM
- 4.2 Provide name, address, and phone number for insurer reference.
- 4.3 Surety: Name of bonding company, name and address of agent, if applicable. State whether the Respondent will be able to deliver payment and performance bonds in accordance with Texas Government Code §2269 and Chapter 2253. ***See Attachment
- 4.5 Within the past 7 years has your organization, any officer or Principal of your organization, or any predecessor filed for bankruptcy? (if yes, please detail) No

5. **Cost and Fees:**

- 5.1 Provide bid/quote as listed in Appendix C.
- 5.2 Provide supplement information to demonstrate complete understanding of turnkey scope for complete installation. (examples: quote sheet or descriptive lists of work)

6. **Description of Services, Schedule and Contract:**

- 6.1 Provide evidence firm has the ability to perform services described in the Attachments (Plans and Specifications)
- 6.2 Provide Construction Schedule demonstrating how the work will be completed. *Note: Any work on school days will be limited to after hours and weekends.*

6.3

Provide sample Owner/Contractor Contract, Letter of Agreement, or similar reference proposed for use for means of contracting.

TyNNpe text her

N/A



RELEVANT EXPERIENCE

PROJECT NAME: 902 SFS Fenceline for TxDOT 1518 Expansion Project
OWNER: Randolph AFB
ADDRESS: 1 Harmon Dr., San Antonio, TX 78150
DESCRIPTION: Install LF of 8' Fence with barbed wire
CONTRACT: \$329,750.00
END DATE: 05/03/2024
REFERENCE: Jacob Robles, Project Manager, 210-240-5554
jacob.robles@alamo1.com

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PROJECT NAME: 20-090 SAIA - AOA Perimeter Fence
OWNER: City of San Antonio
ADDRESS: 9800 Airport Blvd., San Antonio, TX 78216
DESCRIPTION: Furnish and install over 7,000 LF of 8' chain link and wildlife exclusion fencing.
CONTRACT: \$ 319,229.76
END DATE: 01/09/2021
REFERENCE: Chris Carrillo, Project Manager 830-832-7460
ccarrillo@dwilsonconstruction.com

PROJECT NAME: 20-090 SAIA - AOA Perimeter Fence
OWNER: City of San Antonio
ADDRESS: 9800 Airport Blvd., San Antonio, TX 78216
DESCRIPTION: Furnish and install over 7,000 LF of 8' chain link and wildlife exclusion fencing.
CONTRACT: \$ 319,229.76
END DATE: 01/09/2021
REFERENCE: Chris Carrillo, Project Manager 830-832-7460
ccarrillo@dwilsonconstruction.com

PROJECT NAME: Converse Greenway Trail
OWNER: City of Converse
ADDRESS: 406 S. Seguin Rd., Converse, TX 78109
DESCRIPTION: 4,300 LF of barbed wire, 1,200 LF chain link and concrete trail.
CONTRACT: \$1,037,881.80
END DATE: 09/01/2020
REFERENCE: Manny Longoria, Project Manager mlongoria@conversetx.net



PROJECT NAME: Updated Annual Contract for Fencing
OWNER: City of San Antonio
ADDRESS: 111 Soledad Street, San Antonio, TX 78205
DESCRIPTION: Task orders for COSA including repairing and installing fencing.
CONTRACT: \$450,000.00
END DATE: 01/15/2020
REFERENCE: Sandy Jenkins, City of San Antonio Project Manager, sandy.jenkins@sanantonio.gov

PROJECT NAME: Steven M. Clouse Water Recycling Center Perimeter Fencing
OWNER: San Antonio Water System
ADDRESS: 2800 US-281, San Antonio, TX 78212
DESCRIPTION: 4,990 LF of security fence.
CONTRACT: \$293,070.00
END DATE: 12/19/2019
REFERENCE: Carl Daylong, Project Manager for SAWS, carl.daylong@saws.org

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PROJECT NAME: Guadalupe Plaza Restoration
OWNER: Avenida Guadalupe Association
ADDRESS: 1313 Guadalupe Street, San Antonio, TX 78207
DESCRIPTION: Ornamental fencing, concrete flatwork and gates
CONTRACT: \$229,808.00
END DATE: 11/21/2019
REFERENCE: Gabriel Valasquez 210-223-3151, gqvelasquez@avenida.org

PROJECT NAME: Sienna Amenity Center
OWNER: Fazzone Construction
ADDRESS: 1302 W Blanco Rd, San Antonio, TX 78232
DESCRIPTION: Ornamental fencing
CONTRACT: \$60,976.00
END DATE: 11/18/2019
REFERENCE: Matt Martinez 210-408-9095, matt@fazzoneconstruciton.com

PROJECT NAME: Texas Research Parkway Amenity Center
OWNER: Fazzone Construction
ADDRESS: 1302 W. Blanco Rd, San Antonio, TX 78232
DESCRIPTION: Ornamental Fencing
CONTRACT: \$28,500.00
END DATE: 11/05/2019
REFERENCE: Matt Martinez 210-408-9095, matt@fazzoneconstruciton.com





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DECKS & FENCE

PROJECT NAME: Carrizo Springs Detention Center
OWNER: Carrizo Springs Facilities
ADDRESS: 909 Munson Rd, Carrizo Springs, TX 78834
DESCRIPTION: 5,300 LF tension wire
CONTRACT: \$10,800.00
END DATE: 08/21/2019
REFERENCE: Jeff Stratton, 914-350-2800, jeff@boatday.com

PROJECT NAME: Prescott Oaks Amenity Center
OWNER: Fazzone Construction
ADDRESS: 1302 W Blanco Rd, San Antonio, TX 78232
DESCRIPTION: Ornamental fencing
CONTRACT: \$26,596.00
END DATE: 08/01/2019
REFERENCE: Matt Martinez 210-408-9095, matt@fazzoneconstruction.com

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PROJECT NAME: BMW Mini Dealership
OWNER: Weir Enterprises
ADDRESS: 2400 W 34th St Houston, TX 77018
DESCRIPTION: 460 LF ornamental fencing, 700 LF chain link fence.
CONTRACT: \$143,202.27
END DATE: 04/22/2019
REFERENCE: Jonathan Gonzales Project Manager, Turner Construction
jgonzalez@weirenterprises.com

PROJECT NAME: UTSA East Campus Parking Lot
OWNER: Turner Construction
ADDRESS: 10100 Reunion Place Suite 705, San Antonio, TX 78216
DESCRIPTION: Installation of ornamental fencing and electronic gates
CONTRACT: \$186,000.00
END DATE: 10/18/2018
REFERENCE: John Rocha, Project Manager for Turner Construction, jrocha@tcco.com

PROJECT NAME: NISD Fence Improvements
OWNER: Northside Independent School
ADDRESS: District 5900 Evers, San Antonio, TX
DESCRIPTION: Installation of chain link at three schools
CONTRACT: \$79,355.00
END DATE: 09/17/2018
REFERENCE: Pollyanne Johnson, Project Manager for NISD,
Pollyanne.johnson@nisd.net





ALAMO

DECKS & FENCE

PROJECT NAME: NASCC Fence Replacement Project
OWNER: City of Corpus Christi
ADDRESS: 1201 Leopard Street, Corpus Christi, TX 78401
DESCRIPTION: 6,470 LF of 7' chain link fence with 3-strand barbed wire
CONTRACT: \$255,630.00
END DATE: 09/15/2018
REFERENCE: Curtis Weiss Project Manager for City of Corpus Christi

PROJECT NAME: Rattler Road Improvements Project
OWNER: Hays County
ADDRESS: 712 S. Stagecoach Trail, Suite 1071, San Marcos, TX 78666
DESCRIPTION: Installation of a 5' high, 5-strand barbed wire fence.
CONTRACT: \$12,000.00
END DATE: 03/15/18
REFERENCE: Jerry Borcharding, P.E., Director Transportation Department, Hays County, jerry@co.hays.tx.us. (Alamo Decks & Fence was a subcontractor for the General Contractor: Clearfield Construction, LLC)

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PROJECT NAME: NRCS Lower Brushy Creek sites 2 & 7 Improvements
OWNER: NRCS (National Resource Conservation Services)
ADDRESS: NRCS Office, 505 West University Ave., Suite C, Georgetown, TX 78628
DESCRIPTION: 5' high 5-strand barbed wire fence
CONTRACT: \$35,000.00
END DATE: July 2017
REFERENCE: Jim Clarno, General Manager of Lower Brushy Creek WCID (512) 517-7596

OWNER: US Army Corps
PROJECT ADDRESS: FSH Balconies Bldg. 2000/2001, Ft. Sam Houston, TX
SCOPE OF WORK: 14,000 SF of Decking and Stairs
PROJECT DATE: February 2017
REFERENCE: Jason Bettisworth, (210) 315-0953, jason.s.bettisworth@usace.army.mil
CONTRACT AMOUNT: \$653,154.00

OWNER: Harmony School
PROJECT ADDRESS: 2015 SW Loop 410, San Antonio, TX 78227
SCOPE OF WORK: 1106 LF of 6' High Powder Coated Iron Fence
PROJECT DATE: August 2015
REFERENCE: Kemal Kocak, (210) 445-0606, kkocak@harmonytx.org
CONTRACT AMOUNT: \$41,854.70



ALAMO

DECKS & FENCE

OWNER: School of Excellence
PROJECT ADDRESS: 1826 Basse Road, San Antonio, TX 78213
SCOPE OF WORK: 1252 LF of High Powder Coated Iron Fence and Electric Sliding Gates
PROJECT DATE: April 2015
REFERENCE: Lois Butler, (210) 508-1997, lbutler@excellence.sa.org
CONTRACT AMOUNT: \$56,580.0

OWNER: Weiderstein Elementary School
PROJECT ADDRESS: 171 W. Borgfield Road, Cibolo, TX 78108
SCOPE OF WORK: 696 LF of 8' Tall Powder Coated Iron Fence with Finials and Gates
PROJECT DATE: April 2015
REFERENCE: Glenn Mueller, (210) 945-6805, gmueller@scuc.txed.net
CONTRACT AMOUNT: \$50,000.00

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OWNER: El Pollo Loco
PROJECT ADDRESS: 1133 SW Military Road, San Antonio, TX 78221
SCOPE OF WORK: 102 LF of Privacy Fence
PROJECT DATE: March 2014
REFERENCE: Dan Milojevich (714) 599-5045, dmilojevich@elpolloloco.com
CONTRACT AMOUNT: \$2,299.05

OWNER: KOA San Antonio
PROJECT ADDRESS: 602 Gembler Road, San Antonio, TX 78219
SCOPE OF WORK: 181 LF of 5' High Powder Coated Iron Fence with Custom Gates & 27' of Privacy Fence
PROJECT DATE: February 2014
REFERENCE: Ralph Adame, (210) 376-9587, ralph@sanantoniokoa.com
CONTRACT AMOUNT: \$8,014.13

OWNER: Cox Media
PROJECT ADDRESS: 1500 Crestview Drive, San Antonio, TX 78219
SCOPE OF WORK: 1150 LF of 4' High Barb Wire Fence
PROJECT DATE: January 2014
REFERENCE: Michael Margrave, (210) 701-7204, michael.margrave@coxinc.com
CONTRACT AMOUNT: \$6,612.50

OWNER: San Antonio Water System (SAWS)
PROJECT ADDRESS: 601 E. Hart Ave., San Antonio, TX 78214
SCOPE OF WORK: 300 LF of 8' Tall, Commercial Non-Climb Chain Link Fence with Barb Wire and 2 Gates each 12 FT Wide
PROJECT DATE: December 2013
REFERENCE: Roger Cruz (210) 233-3920, roger.cruz@saws.org





ALAMO DECKS & FENCE

CONTRACT AMOUNT:

\$36,482.00

OWNER:

Enclave Apartments

PROJECT ADDRESS:

2555 NE Loop 410, San Antonio, TX 78217

SCOPE OF WORK:

240 LF Repair for 10 FT High Commercial Chain Link Fence and 50 LF of New 3 FT High Commercial Chain Link Fence

PROJECT DATE:

September 2013

REFERENCE:

Orlando Reyna, (210) 656-9491, enclaveassistant@uaginc.com

CONTRACT AMOUNT:

\$2,942.50

OWNER:

Motel 9, Vinayaka Hotel LLC

PROJECT ADDRESS:

7010 Interstate 35, San Antonio, TX 78218

SCOPE OF WORK:

539 Feet Long by 6 FT High Commercial Chain Link Fence with 26 FT Swing Gate

PROJECT DATE:

September 2013

REFERENCE:

T.J. Natarajan, (210) 392-0273, tjn3514@yahoo.com

CONTRACT AMOUNT:

\$11,684.07

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OWNER:

Ambassador Auto Sales

PROJECT ADDRESS:

3934 Fredericksburg Road. San Antonio, TX 78201

SCOPE OF WORK:

137 LF of Commercial Pipe Fence with two 20 FT Sliding Gates for Auto Sales Lot

PROJECT DATE:

May 2013

REFERENCE:

Abdulhadi Abdullah, (210) 858-8772

CONTRACT AMOUNT:

\$1,837.86

OWNER:

Fortress Church

PROJECT ADDRESS:

7760 Prue Road, San Antonio, TX 78249

SCOPE OF WORK:

400 LF of Commercial Chain Link Fence Repair, 145 LF of New Powder Coated Iron Fence, 2 New Gates and 2 Chain Link Gate Repairs

PROJECT DATE:

September 2013

REFERENCE:

Pastor Dennis Bonnet, (210) 523-8111, dennis@fortresschurch.org

CONTRACT AMOUNT:

\$4,361.12

OWNER:

Alamo Golf Club

PROJECT ADDRESS:

9700 Rochelle Street, San Antonio, TX 78240

SCOPE OF WORK:

128 LF of Chain Link Fence Repair

PROJECT DATE:

June 2013

REFERENCE:

Holly (Admin.), 210-696-4000

CONTRACT AMOUNT:

\$1,155.17



OWNER:

Star Furniture

PROJECT ADDRESS:

12350 IH 10 West, San Antonio, TX 78230

SCOPE OF WORK:

90 LF of Chain Link Fence Repair

PROJECT DATE:

November 2013

REFERENCE:

Mitzi Sanders, (210) 558-7800, msanders@starfurniture.com

CONTRACT AMOUNT:

\$890.00



ALAMO

DECKS & FENCE

OWNER: Ex-Wells Fargo Bldg.
PROJECT ADDRESS: 8700 Crownhill, San Antonio, TX 78209
SCOPE OF WORK: 42 FT x 8 FT High Wood Fence and 15 FT Wide Swing Gate for Commercial Garbage Bins
PROJECT DATE: August 2013
REFERENCE: Mike Winton, (210) 829-4540, mkwinton@satx.rr.com
CONTRACT AMOUNT: \$1,830.00

OWNER: LA Transportation, Inc.
PROJECT ADDRESS: 6146 Mackenzie, San Antonio, TX 78247
SCOPE OF WORK: 65 LF x 6 FT High Commercial Chain Link Fence with Barb Wire, 37 FT of Concrete Pad and 36 FT Sliding Gate
PROJECT DATE: August 2013
REFERENCE: Vanessa Flores, (210) 590-8859, vflores@latxsan.com
CONTRACT AMOUNT: \$5,930.80

OWNER: Brighton Square Condominium HOA
PROJECT ADDRESS: 201 Ellwood, San Antonio, TX 78209
SCOPE OF WORK: 125 LF x 6 FT High Privacy Fence for Condominium Bldg.
PROJECT DATE: May 2013
REFERENCE: Richard Serna, (210) 833-2415, cindi@wildwood-sa.com
CONTRACT AMOUNT: \$2,673.86

OWNER: Alasatian Golf Resort
PROJECT ADDRESS: 1485 County Road 4516, Castroville, TX 78009
SCOPE OF WORK: 730 LF of Commercial Privacy Fence
PROJECT DATE: June 2013
REFERENCE: Bud Surles, (903) 262-5088, bsurles@budsurles.com
CONTRACT AMOUNT: \$18,298.20

OWNER: 3050 Eisenhower Partners LP
PROJECT ADDRESS: 3050 Eisenhower Road, San Antonio, TX 78209
SCOPE OF WORK: 209 LF of Powder Coated Railings
PROJECT DATE: October 2013
REFERENCE: Phil Kolovson, (210) 710-3940, phil@alternvest.com
CONTRACT AMOUNT: \$5,313.88



Mariano E. Molina, P.E.

Managing Member

(210) 551-1999 • Mariano@ClearfieldConstruction.com

EXPERIENCE

Managing Member: CLEARFIELD Construction, LLC, USA Jun/13 – Present
Project Manager and Operations Director for a General Contracting Company dedicated primarily to Civil and Public Works.

President: Alamo Decks & Fence, USA Dec/12 – Present
Project Manager and Administrative Director for a Fencing and Decking Company which also builds concrete slabs, arbors, patio enclosures and outdoor kitchens.

Caribbean Regional Director: CERES Environmental Services Inc., USA Feb/12 – Nov/12
Regional Director based out of Port-au-Prince, Haiti. In charge of over 200 employees, in charge of Business Development for the Region, project manager and job estimating; also worked on negotiating with and hiring subcontractors and material for a canal irrigation project in Mission Texas and levee project in New Orleans, Louisiana.

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CEO/General Manager: SANTOS Construction Company, Bolivia Jun/02 – Nov/11
Worked on road construction, aggregate production, dirt movement, transporting, grading and compacting material for the structural package, paving and accessories (road signs, flex beams, etc.), dirt dams for remedial mining projects, bridge construction, mainly with pier foundations and post stressed beams, commercial building and private housing, among others.

Regional Manager, NW and Central Regions: CONALSI Construction Company, Bolivia Sep/98 – Jun/02
Opened, managed and operated the regional offices for La Paz, Oruro, Cochabamba and Potosi, Bolivia. The projects that were awarded and built were mainly public schools, and infrastructure projects, such as: irrigation, water canals, sewage and pluvial drainage.

In-house Consultant: Fondo Nacional de Desarrollo Regional, Bolivia Jan/98 – Sep/98
Government Institution, which directs foreign funds to finance infrastructure projects in Bolivia. Elaborated feasibility studies and their presentation to a National Board of Directors, for various road and bridge projects, to get them financed by the International Monetary Fund (World Bank, IDB and others).

Civil Engineer: Texas Transportation Institute (TTI) San Antonio, Texas Sep/95 – Oct/97
Systems Application Program in the Transport Systems Division, conducted the feasibility study and traffic analysis of the TransGuide System, the IH 10 - 410 multilevel highway Interchange and the Wurzbach Parkway, all in San Antonio TX, the US 77 and US 83 interchange in the Harlingen/Brownsville area and highway US 83 in the McAllen area, Pharr District, TX; using traffic modeling software to determine the traffic flow patterns. Also optimization and programming of traffic light time cycles, interchanges and traffic signals, presentation of projects to TTI executives and TxDOT (Texas Department of Transportation) officials, among others.

Published: Published in the Institute of Transportation Engineers Quarterly (ITE), April 1997
"Before and After Analysis of the San Antonio TransGuide System Phase I"

Professional Engineering License: in Bolivia License No. 10470

EIT (Engineer in Training) in the US, 1995

Residential Building Contractor License: in San Antonio, Texas Registration No. H923477, 2013

EDUCATION

Master of Science in Civil/Environmental Engineering, major in Water and Wastewater Treatment (3.45 GPA, 98/100 Thesis), University of Texas at San Antonio - 1997

Bachelor of Science in Civil Engineering, University of Texas at San Antonio - 1995

Bachelor of Arts in Biology, Saint Mary's University - 1990

Oswaldo A Machado

PROJECT MANAGER

27118 Saddlefoot Way
San Antonio , Texas 78260
osvaldo@alamodecksandfence.com

Professional Experience

- *Jan 2012 – Dec 2013 / Jan 2019 – Present – Project Manager – Alamo Decks & Fence, San Antonio, TX*
 - Establish, develop and maintain positive business relationships with customers/general contractors for Public, Commercial and Residential projects; analyze the technical specifications and plans, order material, coordinate with work crews, coordinate with the main office
 - Quality Control – making sure the materials and execution of the work, meets the technical specification requirements.
 - Acquire project leads through bid invitations from General Contractors.
 - Coordinate Sales effort with other team members.
 - Determine pricing schedules for quotes, promotions and negotiations ,
 - Projects include: Ornamental Fencing, Chain Link Fencing, Barbed Wire, Motorized Sliding Gates, Swing Gates, Concrete Flatwork, concrete foundations for poles, posts, gate operators, sidewalks, curbs and other.

- *Jan 2014 – Dec 2018 – Operations Manager – Del Bravo Tequila Group San Antonio, TX*
 - Planned and coordinate all phases of Purchase Orders, Production and Payments of Bottles, Labels, Caps, Packaging and Tequila with Suppliers in Mexico; scheduling and coordination of Freight of finished production from Mexico to U.S. including coordination with Customs Brokers.
 - Coordinate shipping of product to distributors and invoicing.

- *Mar 2010 – Dec 2011 Marketing Coordinator D-FENCE OF TEXAS*
 - *Coordinate visits and presentations with Architects and General Contractors to introduce the DESIGNMASTER Fencing System.*

- *Dec 2008 – Dec 2009 Plant Controller. Federal Mogul Inc.*

- *Dec 1989 – Nov 2008 Plant Controller. Allied Signal / Breed Technologies, Inc*

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Systems Experience

- Microsoft Office
- Adobe Acrobat

Education

- Bachelor Degree in Accounting – CETYS Universidad , MEXICO
- OSHA 30 Certified

Project name Devine ISD - District Fencing Upgrades
 Project manager Mariano Molina
 Project start date 6/24/2024
 Project finish date 8/20/2024
 Duration 41 days
 % complete 0%
 Exported on 6/11/2024

Task number	Outline number	Name	Start	Finish	Duration
1	1	Mobilization	6/25/2024	6/25/2024	1 day
2	2	Clavarrá ES	6/26/2024	7/19/2024	18 days
3	2.1	8' chain link fence	6/26/2024	7/16/2024	15 days
4	2.2	8' gates	7/1/2024	7/19/2024	15 days
5	2.3	10' chain link fence	7/17/2024	7/18/2024	2 days
6	2.4	10' gate	7/17/2024	7/19/2024	3 days
7	3	Devine Intermediate School	7/8/2024	7/26/2024	15 days
8	3.1	8' chain link fence	7/8/2024	7/23/2024	12 days
9	3.2	Gates	7/15/2024	7/26/2024	10 days
10	4	Devine Alternative School	7/29/2024	8/9/2024	10 days
11	4.1	8' chain link fence	7/29/2024	8/7/2024	8 days
12	4.2	8' x slide gate	8/5/2024	8/9/2024	5 days
13	5	Devine Middle School / High School	7/8/2024	8/9/2024	25 days
14	5.1	8' chain link fence	7/22/2024	8/7/2024	13 days
15	5.2	Gates	7/29/2024	8/9/2024	10 days
16	5.3	Grading	7/8/2024	7/11/2024	4 days
17	5.4	Concrete flatwork	7/12/2024	7/18/2024	5 days
18	6	Devine High School Softball Field	7/15/2024	8/9/2024	20 days
19	6.1	6' chain link fence	7/15/2024	7/22/2024	6 days
20	6.2	8' chain link fence	7/23/2024	7/24/2024	2 days
21	6.3	10' chain link fence	7/25/2024	7/29/2024	3 days
22	6.4	Backstop	7/30/2024	8/5/2024	5 days
23	6.5	Gates	7/29/2024	8/9/2024	10 days
24	7	Warhorse Stadium	8/12/2024	8/20/2024	7 days
25	7.1	8' chain link fence	8/12/2024	8/19/2024	6 days
26	7.2	Gates	8/14/2024	8/20/2024	5 days
27	8	Substantial Completion	8/20/2024	8/20/2024	0 days

Devine ISD - District Fencing Upgrades

Sep 8

Aug 25

Aug 11

Jul 28

Jul 14

Jun 30

Jun 16

% Complete

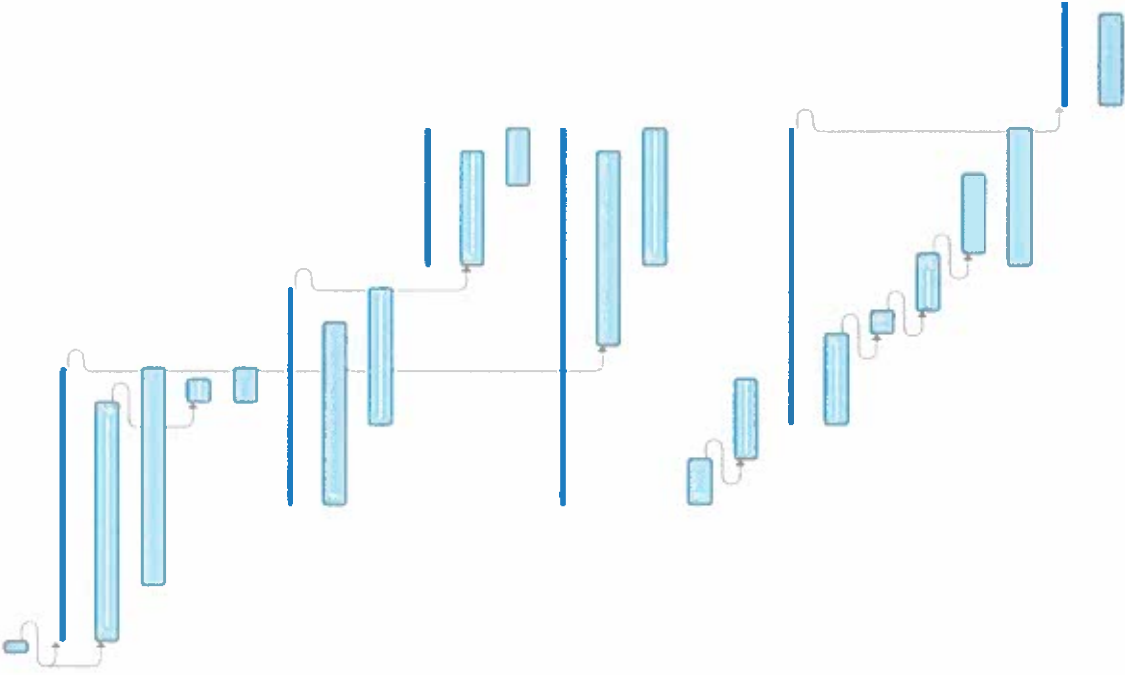
Start

Assigned to

Finish

Jun 16

0



Devine ISD - District Fencing Upgrades

Name	Assigned to	Start	Finish	% Complete	Jun 16	Jun 30	Jul 14	Jul 28	Aug 11	Aug 25	Sep 8
26 Gates		8/14/2024	8/20/2024	0							
27 Substantial Completion		8/20/2024	8/20/2024	0							

**Devine Independent School District
Devine ISD – District Fencing Project**

CRITERIA FOR SELECTION

Devine ISD will utilize the evaluation form attached as **Appendix B** to evaluate Respondents and will consider the following criteria in selecting the firm or firms to which a contract may be awarded under this CSP:

1. Organization - 10%
2. References - 5%
3. Experience – 10%
4. Financial Capacity – 5%
5. Cost and Fees – 50%
6. Description of Services, Schedule and Contract – 20%

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The District also shall consider and apply any existing laws or rules including any criteria related to historically underutilized businesses and the use of women, minority, small, or disadvantaged businesses, if applicable.

**Devine Independent School District
Devine ISD – District Fencing Project**

GENERAL SCOPE PROVISIONS

Proposer shall coordinate delivery of equipment with Owner and manufacturer. Any deviations in the following requirements shall be outlined by the Proposer.

1. **PROTECTION:** Protection of adjacent areas and completed work shall be the sole responsibility of the installer contractor. Any damage to existing construction or property shall be repaired at this proposal contractor's expense.
2. **HOISTING:** Contractor is responsible for all necessary hoisting required to unload materials from delivery trucks, transport materials to installation locations and hoist materials in place for installation for all items associated with the scope of work included in their proposal. Proposer shall recommend hoisting requirements.
3. **MATERIALS STORED ON-SITE:** For all materials stored on-site, Contractor shall be responsible for the unloading, transporting and stacking of materials in locations agreed upon by the Owner. Each Contractor shall move the stored materials to the installation locations at no additional cost. Proposer shall provide instructions for storing of materials.
4. **DESIGN:** The Equipment Manufacturer shall furnish all design and engineering required for the equipment.
5. **INSTALLATION:** The manufacturer shall furnish installation instructions for all material and equipment necessary to install the equipment complete and in accordance with the proposal documents. All details for the installation shall be included in the submittal for the system(s).
6. **TESTING AND OPERATIONAL INSTRUCTIONS:** The equipment manufacturer shall include requirement for testing and furnishing written certification of the system(s). The contractor shall assist as required for the testing and operation of the equipment installed. The Proposal shall include all operational procedures and instructions for the Owner's personnel in the use and maintenance of the equipment.
7. **PAYMENT:** Proposer shall look exclusively for payment by Owner and shall provide itemized Pay Application (monthly) for tracking purposes.
8. **PRODUCTS:** The Proposer, in its Proposal, shall certify that products and workmanship proposed for use comply with requirements of the standard of Association, Trade or Federal Standards, except when more rigid requirements are required by applicable codes.
9. **BID SECURITY:** Waived for this CSP.
10. **LIQUIDATED DAMAGES FOR FAILURE TO COMPLETE SCOPE WITHIN CONTRACT TIME:** Time is of the essence as timely completion of this scope is critical to safe operations. Liquidated damages for this project shall be \$250/day.
11. **FOB DESTINATION:** Proposal prices are FOB destination. All freight/delivery charges are to be included in proposal prices for equipment not specifically listed to be provided by the Owner. No additional freight/delivery will be paid on invoice.

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12. **VENUE:** This Solicitation and any resulting award(s) shall be interpreted within the laws of the State of Texas. Venue for any legal action filed relative to the Proposal or any resulting contract shall be in Medina County, Texas.
13. **UNENFORCEABLE PROVISIONS:** In the event that any one or more of the provisions contained in this Solicitation (or resulting Contract) shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provisions shall not affect any other provisions hereof, and this Solicitation (or any resulting Contract) shall be construed as if the invalid, illegal or unenforceable provision(s) had never been contained herein.
14. **MSDS SHEETS:** Successful Proposer(s) will be required to submit Material Safety Data Sheets for applicable item(s).
15. **AUTHORIZED SIGNATURES:** Proposals must be signed by an individual authorized to contractually bind the firm submitting the proposal.
16. **PROPOSER AFFIRMATION:** By signing this Proposal, the undersigned Proposer affirms that its company, corporation, firm, partnership, or individual has not prepared this Proposal in collusion with any other Proposer and that the contents of this proposal as to prices, terms, or conditions have not been communicated by the undersigned or by an employee or agent to any other person or firm engaged in this type of business prior to the receipt of Proposals. 64
17. **SALES TAXES:** Purchases made against this invitation are for Owner use and are exempt from State Sales Tax and Federal Excise Tax. Do not include these taxes in your proposal.
18. **PREVAILING WAGE RATES:** The provisions to the payment of prevailing wage rates and provisions regarding equal employment practices apply to this invitation and any resulting orders or contracts.
19. **OSHA:** The provisions of OSHA standards apply to this invitation and to any resulting contract(s) and compliance and safety is the sole responsibility of the Contractor.
20. **INSURANCE REQUIREMENTS:** Note Insurance Requirements that apply to this Invitation and any resulting award: If Proposer is to receive an award, the certificate must be submitted to the Owner prior to commencement of work on Owner property or within five (5) days of verbal or written request by the Owner (whichever is earlier). The certificate must be prepared correctly and submitted to the Owner.
21. **ADDENDA AND INTERPRETATIONS:** Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which, if issued, will be sent by email to all who are known not later than one day prior to the date fixed for the opening of proposals. Failure of any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under this Proposal as submitted. All addenda so issued shall become part of the contract documents.



SURETY: BONDING COMPANY

ACRISURE

Drew Addison, CRIS
Partner/Surety Strategy Specialist
Direct – 210-697-2226
Mobile – 361-254-0896
daddison@acrisurellc.com


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INSURANCE



Gaslamp Insurance Services

Brent Nelson | Broker CA Lic# 0E85660
CA Lic# 0I13834
a: 2244 Faraday Avenue #125, Carlsbad, CA 92008
e: brent@gaslampinsurance.com | w: gaslampinsurance.com
p: (760)429-2953 | f: (800) 920-4107 | Lic#: 0I13834 NPN#: 16875989



**Devine Independent School District
Devine ISD – District Fencing Project**

PROPOSAL QUESTIONNAIRE

The following Proposal Questionnaire is intended to capture these requirements and as well other information the District deems vital to the proper evaluation of Proposers.

As part of your response, you must provide the following information in the sequence and format prescribed by this questionnaire. *Supplemental materials providing additional information may be attached, but the information requested below is to be provided in this format.*

1. Firm Information and Organization:

- 1.1 Name of firm: **Monarch Fence LLC**
Address of principal office: **9801 Kirkner Road, San Antonio TX 78263**
Phone: **210-878-4055**
Form of Business Organization (Corporation, Partnership, Individual, Joint Venture):
Individual
Year founded: **2019**
Primary individual to contact: **Alex Moctezuma**
Work phone of primary individual: **210-878-4055**
Cell phone of primary individual: **210-427-3449**
Email for primary individual: **alex@monarchfence.net**
- 1.2 How many years has your organization been in business of construction in its current capacity? **5 years**
- 1.3 How many years has your organization been in business under its present name? Under what other or former names has your organization operated? **5 years. No former names**
- 1.4 Provide a list of proposed personnel who would be assigned to the Project if selected and that person's resume and qualifications for performing services under a contract for this Project if selected. State the primary work assignment and the percentage of time key personnel will devote to the Project.
Alex Moctezuma – Project Manager: Overseeing all phases of the installation; 100% of time.
- 1.5 List licenses and trade categories in which your organization is legally qualified to do business and indicate registrations or license numbers, if applicable.
238990 – All Other Specialty Trade Contractors
238190 - Other Foundation, Structure, and Building Exterior
- 1.6 List jurisdictions in which your organization's organizational documents and trade name are filed. **Texas**

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2. References:

- 2.1 Provide three (3) references. Identify the project(s), the representative of the project owner and the representative of the architect or consultant as applicable (provide name, telephone number and email of points of contact for each) who the District may contact as references regarding your organization's services. References should include owners of education projects of comparable scope to the Project. The District reserves the right to determine the necessity or advisability of calling or emailing references.

3. Experience:

3.1 Has your organization ever failed to complete any work awarded to it? Describe. No

3.2 Has your firm ever terminated a contract or been terminated by the Owner? Describe. No

3.3 List any subcontractors included in scope of work for complete installation (name, point of contact, phone, and email) None. All in House Employees

3.4 Identify and describe five (5) of the most recent projects your firm has undertaken for providing fencing upgrade services that are MOST RELATED TO SCHOOL DISTRICT PROJECTS. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:

- Project name, location, and description
- Construction cost (with comparison to the budget and to the Contract Sum/GMP)
- Total value of all change orders, if any
- Type of construction (new, renovation or expansion)
- Completion date
- Owner and architect/consultant, if any (include contact information for both)

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Please see attached List of Similar Contracts

3.5 Describe any construction services provided to **Devine ISD** in the past. None

4. Financial Capacity:

4.1 Provide total revenues for the previous two (2) fiscal years.

2022: \$535,011.79

2023: \$917,246.46

4.2 Provide name, address, and phone number for insurer reference.

HCDT Insurance Agency ; 2161 NW Military Hwy #210, San Antonio TX 78213 ; 210-647-0134

4.3 Surety: Name of bonding company, name and address of agent, if applicable. State whether the Respondent will be able to deliver payment and performance bonds in accordance with Texas Government Code §2269 and Chapter 2253.

HCDT Insurance Agency ; 2161 NW Military Hwy #210, San Antonio TX 78213 ; 210-647-0134. We will be able to deliver payment and performance bonds

4.5 Within the past 7 years has your organization, any officer or Principal of your organization, or any predecessor filed for bankruptcy? (if yes, please detail) No

5. Cost and Fees:

5.1 Provide bid/quote as listed in **Appendix C**.

5.2 Provide supplement information to demonstrate complete understanding of turnkey scope for complete installation. (examples: quote sheet or descriptive lists of work)

6. Description of Services, Schedule and Contract:

6.1 Provide evidence firm has the ability to perform services described in the Attachments (Plans and Specifications)

6.2 Provide Construction Schedule demonstrating how the work will be completed. *Note: Any work on school days will be limited to after hours and weekends.*

6.3 Provide sample Owner/Contractor Contract, Letter of Agreement, or similar reference proposed for use for means of contracting. **No sample available.**

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: Monarch Fence LLC

**APPENDIX A
FELONY CONVICTION NOTICE**

State of Texas Legislative Senate Bill No. 1, Section 44.034, Notification of Criminal History, Subsection (a) states, “a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, “a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

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THIS NOTICE IS NOT REQUIRED OF A PUBLICLY-HELD CORPORATION

I, the undersigned agent for the firm names below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

PROPOSER'S NAME Alex Mactezuma

AUTHORIZED COMPANY OFFICIAL'S NAME (PRINTED): Chezley Nathan

A. My firm is a publicly-help corporation; therefore, this reporting requirement is not applicable.

Signature of Company Official: [Signature] Date 06/10/24

B. My firm is not owned nor operated by anyone who has been convicted of a felony:

Signature of Company Official: [Signature] Date 06/10/24

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s): N/A

Signature of Company Official: [Signature] Date 06/10/24

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: Monach Fence LLC

**APPENDIX C
FEE PROPOSALS**

Fee Proposal based on Following Schedule:

Scheduled Start:
Completion Date:

Bid Price

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1. Base Bid
Security fencing and all other work as shown on the construction documents. Bid price includes a \$90,000.00 Owner’s Contingency Allowance.

TOTAL BASE BID PRICE \$ 499,000.00.

2. Alternate #1
Provide windscreens where shown on the construction documents. Include pricing for lettering on the windscreens to state “WELCOME TO DEVINE INTERMEDIATE SCHOOL” and “WELCOME TO CES. SAY CIAVARRA SAY SUCCESS”

TOTAL ADD ALTERNATE #1 PRICE \$ 50,568.00.

3. Alternate #2
Provide 1” mesh size for all chain-link fencing shown on the construction documents.

TOTAL ADD ALTERNATE #2 PRICE \$ 118,250.00.

4. Alternate #3
Remove existing fencing at Warhorse Stadium and replace with new 8’ tall chain-link fencing as shown on the construction documents, Sheet C6.0.

TOTAL ADD ALTERNATE #3 PRICE \$ 28,000.00.

Responder acknowledges the requirement that the proposed price includes the firm's representatives and a manufacturer's representative (Valcom) attendance at the on-site Owner training.

Name of Organization/Firm: Monarch Fence LLC

Signature of Authorized Representative: 

Date 06/10/24

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: Monarch Fence LLC

**APPENDIX D
CONFLICT OF INTEREST QUESTIONNAIRE**

(ATTACHED FORM – 2 Pages)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

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Signature of vendor doing business with the governmental entity

06/10/24

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

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**Devine Independent School District
Devine ISD – District Fencing Project**


Company Name: Monarch Fence LLC

**APPENDIX E
NON-COLLUSION AFFIDAVIT**


NON-COLLUSION AFFIDAVIT

STATE OF TEXAS §
COUNTY OF WILLIAMSON §

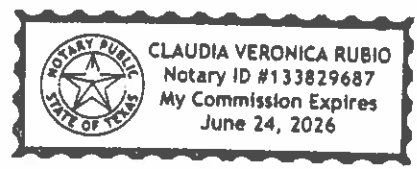
By the signature below, the signatory for the firm responding to the Request for Competitive Sealed Proposals certifies that neither he or she nor the firm, corporation, partnership or institution represented by the signatory or anyone acting for the firm submitting a response for this Project has violated the antitrust laws of this State, codified at Section 15.01, *et seq.*, Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in the same line of business, nor has the signatory or anyone acting for the firm, corporation or institution submitting a proposal committed any other act of collusion related to the development and submission of this proposal. 75

Signature: 
Printed Name: Chezley Nathan
Title: President
Company: Monarch Fence LLC
Date: 06/10/2024

SUBSCRIBED and sworn to before me the undersigned authority by _____ the _____ of, _____ on behalf of said Respondent.


Notary Public in and for the
State of Texas

My commission expires: June 24, 2026



**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: Monarch Fence LLC

**APPENDIX F
DEBARMENT AND SUSPENSION CERTIFICATION**

This certification is required by the Federal Regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned certifies, to the best of his or her knowledge and belief, that both it and its principals:

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1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Firm: Monarch Fence LLC

Signature of Authorized Representative: 

Date 06/10/2024

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: Monarch Fence LLC

**APPENDIX G
CERTIFICATION OF NON-COLLUSION STATEMENT**

Responder certifies under penalty of perjury that its response to this procurement solicitation is in all respects bona fide, fair, and made without collusion or fraud with any person, joint venture, partnership, corporation or other business or legal entity.

Does Responder agree? YES CN Initials of Authorized Representative of Responder

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Responder agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Responder certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Signature of Authorized Representative: 

**Devine Independent School District
Devine ISD – District Fencing Project**

Company Name: Monarch Fence LLC

APPENDIX H
W-9 FORM (SEE ATTACHED FORM)
and DISD New Vendor Form (BELOW)



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 17, 2024

Agenda Item: Approve CTE Truck Bid

Background Information:

Bid packets were hand delivered to three dealerships. .

Administrative Consideration:

Board Policy CH (Local) – Purchasing Authority – Purchases that costs or aggregates to a cost of \$ 50,000 or more shall require Board approval before a transaction may take place.

Budgetary Consideration:

There are funds in the 2023-2024 budget for the purchase of vehicles.

Supporting Documents:

The quotes and comparison chart are attached.

Recommendation:

Approve the bid for maintenance truck.

Respectfully Submitted by:

Shannon Ramirez
Director of Finance

Approved by:

Todd Grandjean
Superintendent of Schools

DEVINE INDEPENDENT SCHOOL DISTRICT

RFP #T002-2024

CTE Truck

6/4/2024

10:00 a.m

Vendor	Addendum	Time of Delivery	Proposal Total
CHAPARRAL FORD ZACH MORRIS			62,395 36
BROWN DODGE			61,226 50
BROWN CHEVROLET	BLACK		61,000 ⁰⁰

DEVINE INDEPENDENT SCHOOL DISTRICT
605 W. Hondo
DEVINE, TEXAS 78016

WORK TRUCK
BID # T002-2024

JUNE 4, 2024

10:00 A.M.

Chaparral Food

Firm Submitting Bid

102 CR 773

Address

Devine

TX

78016

City

State

Zip

Zach Morris

Person Submitting Bid

210-287-4599

830-667-9153

5/24/22

Phone Number

Fax

Date


SIGNATURE OF AUTHORIZED REPRESENTATIVE

TOTAL AMOUNT OF BID FOR ONE TRUCK:

\$62,395.36

	Suggested Retail Price	Invoice Amount
F25H 4X4 CREW CAB PICKUP/150	51560 00	48352 00
2024 MODEL YEAR		
21 OXFORD WHITE		
1S MEDIUM DARK SLATE CLOTH PREFERRED EQUIPMENT PKG. 600A .XL TRIM		
572 .AIR CONDITIONING -- CFC FREE	NC	NC
.AM/FM STEREO MP3/CLK		
99T 6.7L POWER STROKE V8 DIESEL	9995 00	9096 00
44G 10-SPEED AUTO TORQSHIFT	NC	NC
TBM LT245/75R17E BSW ALL-TERRAIN	165 00	150 00
X3H 3.31 ELECTRONIC-LOCKING AXLE	430 00	392 00
JOB #2 ORDER		
153 FRONT LICENSE PLATE BRACKET	NC	NC
17X FX4 OFF-ROAD PACKAGE	495 00	451 00
.SKID PLATES		
10000# GVWR PACKAGE		
425 50 STATE EMISSIONS	NC	NC
512 SPARE TIRE AND WHEEL	NC	NC
52S INTERIOR WORK SURFACE JACK	140 00	128 00
86M DUAL BATTERY	NC	NC
1 CLOTH 40/20/40 SEAT	315 00	286 00
96V XL CHROME PACKAGE	225 00	205 00
.FOG LAMPS		
TOTAL OPTIONS/OTHER	11765 00	10708 00
TOTAL VEHICLE & OPTIONS/OTHER	63325 00	59690 00
DESTINATION & DELIVERY	1995 00	1995 00
TOTAL FOR VEHICLE	65320 00	
FUEL CHARGE		137 36
CV LOT MANAGEMENT		10 00
ADVERTISING ASSESSMENT		63 00
SHIPPING WEIGHT 6962 LBS.		
TOTAL	65320 00	61895 36

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*\$500 over Invoice
Bid Amount*

This Invoice may not reflect the final cost of the vehicle in view of the possibility of future rebates, allowances, discounts and incentive awards from Ford Motor Company to the dealer.

Sold to Ancira Eagle Pass Ford 4039 Adams Circle Eagle Pass		52V719 TX 78852		Order Type 2	Ramp Code RH80	Batch ID RD022	Price Level 425
Ship to (if other than above)				Date Inv. Prepared 04 02 24	Item Number 52-2411	Transit Days 14	
Invoice & Unit Identification NO. 1FT7W2BT4RED60890		Final Assembly Point KENTUCKY		Finance Company and/or Bank JPMORGAN CHASE BAN 910003			
HB	Invoice Total	A & Z Plan	D Plan	X Plan	FPA	AA	
1267	61895.36	59415.36	59515.36	61922.78			1013.00

PROPOSE TO PROVIDE AND STATEMENT OF NON-COLLUSION

I/We propose to provide the merchandise and/or services proposed within this document, and if awarded the proposal, do agree to abide by all conditions of the proposal. Furthermore, the undersigned affirms that they are authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposed, and have not communicated by the undersigned not by an employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.



Signature of Authorized Company Representative

5/24/24

Date

EXCEPTION AND CONDITIONS OF THE PROPOSAL

Any deviations from the item specifications must be noted on the proposal sheet for that item and referenced below. Item specification deviation notifications appear on the following items:

If there are any exceptions of deviations to bid, state below:

If there are no exceptions, state here.

DEVINE INDEPENDENT SCHOOL DISTRICT
605 W. Hondo
DEVINE, TEXAS 78016

WORK TRUCK
BID # T002-2024

JUNE 4, 2024

10:00 A.M.

Brown Dodge Chrysler Jeep.
Firm Submitting Bid

Address

84

Devine
City

TX
State

78016
Zip

Steven Campos
Person Submitting Bid

830-665-6401
Phone Number

830-663-8003
Fax

Date

Steven Campos
SIGNATURE OF AUTHORIZED REPRESENTATIVE

TOTAL AMOUNT OF BID FOR ONE TRUCK:

\$61,000 + Title & Registration of \$226.50
TOTAL \$61,226.50

PROPOSE TO PROVIDE AND STATEMENT OF NON-COLLUSION

I/We propose to provide the merchandise and/or services proposed within this document, and if awarded the proposal, do agree to abide by all conditions of the proposal. Furthermore, the undersigned affirms that they are authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposed, and have not communicated by the undersigned not by an employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.



Signature of Authorized Company Representative

5/21/2024

Date

All Quotes are based on current incentives
EXCEPTION AND CONDITIONS OF THE PROPOSAL

Any deviations from the item specifications must be noted on the proposal sheet for that item and referenced below. Item specification deviation notifications appear on the following items:

If there are any exceptions of deviations to bid, state below:

If there are no exceptions, state here.

Quote is Based on current incentives and are subject to change monthly

DEVINE INDEPENDENT SCHOOL DISTRICT
605 W. Hondo
DEVINE, TEXAS 78016

WORK TRUCK
BID # T002-2024

JUNE 4, 2024

10:00 A.M.

BROWN Chevrolet

Firm Submitting Bid

3441 114 35

Address

Devine

TX

78016

City

State

Zip

Frank Gauthier

Person Submitting Bid

830-665-4435

830-665-3136

6.4.24

Phone Number

Fax

Date


SIGNATURE OF AUTHORIZED REPRESENTATIVE

TOTAL AMOUNT OF BID FOR ONE TRUCK:

\$ 61,000

2024 SILVERADO 2500 CREW CUSTOM 4WD			GENERAL MOTORS LLC
GBA BLACK	/V8D		
H0U JET BLACK			RENAISSANCE CENTER
ORDER NO. DHPVID/TRE	STOCK NO.		DETROIT MI 48243-1114
VIN 2GC 4YME Y4 R1216080			VEHICLE INVOICE 10D75923788
*****0833*****13*30081S			
MODEL & FACTORY OPTIONS	MSRP	INV AMT	RETAIL - STOCK
CK20743 SILVERADO 2500 CREW CUSTO	52400.00	49570.40	INVOICE 03/11/24
FE9 50-STATE EMISSIONS	N/C	N/C	SHIPPED 03/11/24
GU6 REAR AXLE: 3.42 RATIO	N/C	N/C	EXP I/T 03/29/24
JGL GVWR: 11,350 LBS. (5,148 KG)	N/C	N/C	INT COM 03/29/24
L5P ENG: DURAMAX 6.6L TURBO-DIESEL	9490.00	8635.90	PRC EFF 03/11/24
MGM TRANS: ALLISON 10-SPEED AUTO	N/C	N/C	KEYS XXXXX XXXXX
NZZ SKID PLATES	150.00	136.50	WFP-S QTR OPT-1
PDX CUSTOM VALUE PACKAGE	2765.00	2516.15	BANK: GM FINAN CIA
* REMOTE VEHICLE STARTER SYSTEM			CHG-TO 30-081
* THEFT-DETERRENT SYSTEM			
* 120V INTERIOR AND CARGO BED			SHIP WT: 7635
POWER OUTLETS			HP: 52.6
* 2ND ROW USB CHARGE PORTS			GVWR: 11350
* REAR-WINDOW DEFOGGER			GAWR.FT: 5600
* 10-WAY POWER DRIVER SEAT			GAWR.RR: 6600
* LED CARGO AREA LIGHTING			EMPLOY: 60339.58
* EZ LIFT, POWER LOCK			SUPPLR: 62758.10
& RELEASE TAILGATE			NTR: 3/4
* TRAILER BRAKE CONTROLLER			DAN: C-DSL
* REAR PARK ASSIST			EMPINC: 3682.84
* LANE CHANGE ALERT WITH SIDE			SUPINC: 1264.31
BLIND ZONE ALERT			
* REAR CROSS TRAFFIC ALERT			
* TRAILERING MIRRORS, HEATED			
& POWER-ADJUSTABLE, MANUAL			
MIRROR, REARVIEW AUTO-DIMMING			
Q86 20" MACHINED ALUM WHEELS	N/C	N/C	
W/ ACCENTS & SPOKES			
RFO CREDIT - NOT EQUIPPED WITH REAR	25.00-	22.75-	
USB PORT			
UY2 TRAILERING WIRING PROVISIONS	35.00	31.85	
U01 LED ROOF MARKER LAMPS	55.00	50.05	
1SZ CUSTOM VALUE PACKAGE DISCOUNT	500.00-	455.00-	
TOTAL MODEL & OPTIONS	64370.00	60463.10	ACT 237 60527.00
DESTINATION CHARGE	1995.00	1995.00	H/B 261 1931.10
DEALER IMR CONTRIBUTION		321.85	ADV 261 321.85
LMA GROUP CONTRIBUTION		965.55	EXP 65A 965.55
TOTAL	66365.00	63745.50	PAY 310 63745.50
MEMO: TOTAL LESS HOLDBACK AND			
APPROX WHOLESALE FINANCE CREDIT		60714.00	

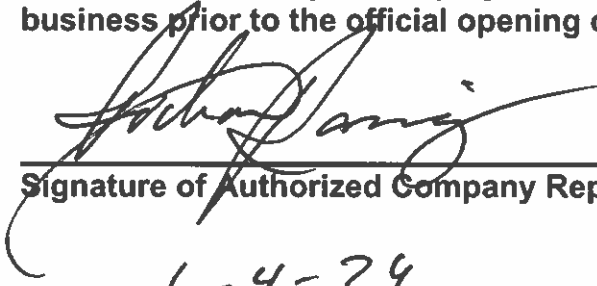
 INVOICE DOES NOT REFLECT DEALER'S ULTIMATE COST BECAUSE OF MANUFACTURER
 REBATES, ALLOWANCES, INCENTIVES, HOLDBACK, FINANCE CREDIT AND RETURN TO
 DEALER OF ADVERTISING MONIES, ALL OF WHICH MAY APPLY TO VEHICLE.

BROWN CHEVROLET COMPANY INC

SFC
CZ1381

PROPOSE TO PROVIDE AND STATEMENT OF NON-COLLUSION

I/We propose to provide the merchandise and/or services proposed within this document, and if awarded the proposal, do agree to abide by all conditions of the proposal. Furthermore, the undersigned affirms that they are authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposed, and have not communicated by the undersigned not by an employee or agent to any other person engaged in this type of business prior to the official opening of this proposal.



Signature of Authorized Company Representative

6-4-29

Date

EXCEPTION AND CONDITIONS OF THE PROPOSAL

Any deviations from the item specifications must be noted on the proposal sheet for that item and referenced below. Item specification deviation notifications appear on the following items:

If there are any exceptions of deviations to bid, state below:

If there are no exceptions, state here.

Devine ISD

2024-2025 Non Exempt Professional Pay Plan

Pay Grade	Job Title	Calendars			Minimum	Midpoint	Maximum
1				Daily	\$294.55	\$354.88	\$415.21
	Occupational Therapist	60		60 Days	17,673	21,293	24,913
				187 Days	55,081	66,363	77,644
				197 Days	58,026	69,911	81,796
2				Daily	\$336.53	\$400.63	\$464.73
	Foundation Liaison	226		226 1/2 Days	38,028	45,271	52,514
				226 Days	76,056	90,542	105,029



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 17, 2024

Agenda Item: Policy Update 123

Background Information:

To keep our policy current, the Board should consider adopting the local policies suggested by TASB in Update 123. Any change in local policy/policies must be acted upon by the Board within an open meeting wherein the action is posted.

Administrative Consideration:

Update 123 includes revisions to legal policies based on legislative and regulatory changes. Changes to local policies offered for consideration address the following topics:

- Board member training and orientation
- Conflict of interest disclosures
- Economic development
- Emergency plans
- Security personnel
- Technology equipment
- Other types of employment contracts
- Homebound instruction
- Instructional resources and library materials

Budgetary Consideration:

Policy Updates are in the budget

Supporting Documents:

Attached are the explanatory notes, local comparison packet, and instruction sheet prepared by TASB for policies under consideration in Update 123.

Recommendation:

Approve the Local Policy Update 123 as recommended by TASB.

Respectfully Submitted by:

Todd Grandjean
Superintendent of Schools

Explanatory Notes

TASB Localized Policy Manual Update 123

Devine ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

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

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

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

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

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

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

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

AIE(LEGAL)

ACCOUNTABILITY: INVESTIGATIONS

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

BBA(LEGAL)

BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

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

BBB(LEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

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

BBD(LOCAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

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

BBFA(LOCAL)

ETHICS: CONFLICT OF INTEREST DISCLOSURES

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

Explanatory Notes

TASB Localized Policy Manual Update 123

Devine ISD

CCG(LLEGAL)

LOCAL REVENUE SOURCES: AD VALOREM TAXES

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

CCGA(LLEGAL)

AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

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

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

CCGB(LLEGAL)

AD VALOREM TAXES: ECONOMIC DEVELOPMENT

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

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

CKB(LLEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: ACCIDENT PREVENTION AND REPORTS

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

CKC(LOCAL)

SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

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

Provisions regarding individuals authorized to possess firearms for emergency response have been relocated to the appropriate code in the CKE series, as indicated below.

CKE(LOCAL)

SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

To address in one policy all security arrangements a district may have implemented, we have added CKE(LOCAL) and moved the relevant provisions from CKC(LOCAL) and CKEC(LOCAL) to this code.

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

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

The text regarding individuals authorized to possess firearms has been edited to clarify that the authorization to possess firearms is limited to emergency responses. A statement about immunities is included. A written authorization will specify the property at which the individual is authorized to carry a firearm, as well as the means of carrying and storage. A section on the duties of an authorized firearm carrier has been added to this policy.

Explanatory Notes

TASB Localized Policy Manual Update 123

Devine ISD

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

CKEC(LOCAL) SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS

To address in one policy all security arrangements the district has implemented, we have deleted this policy and moved the provisions to CKE(LOCAL).

CKED(LEGAL) SECURITY PERSONNEL: OTHER SECURITY ARRANGEMENTS

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

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

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

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

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

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

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

CQC(LEGAL) TECHNOLOGY RESOURCES: EQUIPMENT

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

CQC(LOCAL) TECHNOLOGY RESOURCES: EQUIPMENT

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

DCE(LOCAL) EMPLOYMENT PRACTICES: OTHER TYPES OF CONTRACTS

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

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

Explanatory Notes

TASB Localized Policy Manual Update 123

Devine ISD

DGBA(LOCAL)

PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES

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

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

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

DHE(LEGAL)

EMPLOYEE STANDARDS OF CONDUCT: SEARCHES AND ALCOHOL/DRUG TESTING

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

DNA(LEGAL)

PERFORMANCE APPRAISAL: EVALUATION OF TEACHERS

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

DP(LEGAL)

PERSONNEL POSITIONS

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

EEH(LOCAL)

INSTRUCTIONAL ARRANGEMENTS: HOMEBOUND INSTRUCTION

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

EF(LEGAL)

INSTRUCTIONAL RESOURCES

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

EFA(LEGAL)

INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

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

EFA(LOCAL)

INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Revisions at Selection are recommended to clarify that instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.

Explanatory Notes

TASB Localized Policy Manual Update 123

Devine ISD

At Reconsideration of Instructional Materials, the list of individuals who can submit a request for reconsideration has been revised. This change is recommended to align with the list provided in the new EFB(LOCAL), which permits an employee or parent or guardian to submit these requests. If the district would like to expand this list, please contact your policy consultant.

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

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

EFB(LLEGAL)

INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

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

EHBAA(LLEGAL)

SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

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

EHBAB(LLEGAL)

SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

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

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

EHBE(LLEGAL)

SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

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

EHBJ(LLEGAL)

SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS

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

EKB(LLEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

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

Explanatory Notes

TASB Localized Policy Manual Update 123

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FA(LLEGAL) PARENT RIGHTS AND RESPONSIBILITIES

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

FFAC(LLEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

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

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

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

Citations throughout have been updated based on rule amendments.

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

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

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

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

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

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

GF(LLEGAL) PUBLIC COMPLAINTS

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

GF(LLOCAL) PUBLIC COMPLAINTS

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

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

GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

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

Explanatory Notes
TASB Localized Policy Manual Update 123

Devine ISD

GRA(LLEGAL)

**RELATIONS WITH GOVERNMENTAL ENTITIES: STATE AND LOCAL
GOVERNMENTAL AUTHORITIES**

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

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

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



(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 make 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	800.580.1488

**Public Information
Coordinator**

After Election or
Appointment

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

After a Violation

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

**Reporting
Continuing
Education Credit**

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

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

**Annual Financial
Management Report**

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

Firearms

Purpose

~~The Board has adopted these provisions regarding firearms to address concerns about effective and timely response to emergency situations on District property, including invasion of a school by an armed outsider; a hostage situation; actions of a student or employee who is armed and poses a direct threat of physical harm to himself, herself, or others; and similar circumstances.~~

Authorization

~~Pursuant to its authority under state law, the Board may authorize specific District employees and Board members to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law.~~

**Each specifically
authorized employee
and Board member
shall be approved by
action of the Board.**

~~The Superintendent shall issue written authorization to each approved employee and Board member.~~

**Notice Regarding
Violent Activity**

~~Participation in this safety program shall be strictly voluntary and shall not be a requirement of any employee or Board member position.~~

Revocation

~~The Superintendent, as well as the Board, shall have the authority to revoke at any time a specific employee's authorization to possess a firearm under this policy. The Board may revoke a Board member's authorization at any time.~~

~~However, authorization for a specific employee or Board member to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason, or if the Board member resigns or otherwise no longer holds office as a Board member, regardless of the reason.~~

Handgun Licensees

~~Only a District employee or Board member who maintains a current license to carry a handgun in accordance with state law shall~~

	<p>be eligible for authorization to possess a firearm on District property under this policy and in accordance with the District's emergency operations plan.</p> <p>A District employee who is a handgun license holder but who has not been specifically authorized by Board action under this policy shall not be permitted to possess a firearm on school property except in accordance with the limited provisions of DH(LOCAL).</p>
Training	<p>The District shall provide to each District employee or Board member who is authorized to possess a firearm on District property specialized training in crisis intervention, management of hostage situations, and other topics the Board may determine necessary or appropriate.</p>
Permitted Weapons and Ammunition	<p>Only District approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operationsdevelop procedures.</p>
Implementation	<p>The Superintendent shall ensure to notify parents regarding violent activity that procedures to implement this security program are detailed in the District's emergency operations plan.has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.</p>

**School Resource
Officers**

To implement the District's comprehensive safety programs, the District has entered into a memorandum of understanding (MOU) with each local law enforcement agency that provides the District with school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Jurisdiction

The jurisdiction of school resource officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authority and Duties

A school resource officer shall perform duties as described in the MOU and as included in the District improvement plan and the Student Code of Conduct. Pursuant to the MOU a school resource officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
8. Carry out all other duties in accordance with the MOU.

A school resource officer shall not be assigned routine classroom discipline or administrative tasks. Each school resource officer

shall receive at least the minimum amount of education and training required by law.

[See CKE(LEGAL) and CKEC(LEGAL)]

Employees and Board Members Authorized to Possess Firearms for Emergency Response

Purpose

The Board has adopted these provisions regarding firearms to address concerns about effective and timely response to emergency situations on District property, including invasion of a school by an armed outsider; a hostage situation; actions of a student or employee who is armed and poses a direct threat of physical harm to himself, herself, or others; and similar circumstances.

Authorization

Pursuant to its authority under state law, the Board may authorize specific District employees and Board members to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law. Each authorized employee and Board member shall have immunities as provided by law.

Each specifically authorized employee and Board member shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved employee and Board member. The written authorization shall specify the District premises and other property where the employee or Board member is authorized to carry a firearm, as well as the means of carrying and storing the firearm.

Participation in this safety and security program shall be strictly voluntary.

Revocation

The Superintendent, as well as the Board, shall have the authority to revoke at any time a specific employee's authorization to possess a firearm under this policy. The Board may revoke a Board member's authorization at any time.

In addition, authorization for a specific employee or Board member to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason, or if the Board member resigns or otherwise no longer holds office as a Board member, regardless of the reason.

Duties

An authorized employee or Board member shall not perform routine law enforcement duties unless the duty is performed in response to an emergency that poses a threat of death or serious bodily injury to a student, employee, or other individual on a District campus.

In an emergency an authorized employee or Board member shall:

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

1. Act as necessary to protect the safety and welfare of any person in the jurisdiction of the District; and
2. Carry out all other lawful duties as directed by the Superintendent.

Handgun Licensees Only a District employee or Board member who maintains a current license to carry a handgun in accordance with state law shall be eligible for authorization to possess a firearm on District property under this policy and in accordance with the District's emergency operations plan.

A District employee who is a handgun license holder but who has not been specifically authorized by Board action under this policy shall not be permitted to possess a firearm on school property except in accordance with the limited provisions of DH(LOCAL).

Training The District shall provide to each District employee or Board member who is authorized to possess a firearm on District property specialized training in crisis intervention, management of hostage situations, and other topics the Board may determine necessary or appropriate.

Permitted Weapons and Ammunition Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.

Implementation The Superintendent shall ensure that procedures to implement this safety and security program are detailed in the District's emergency operations plan.

SECURITY PERSONNEL
SCHOOL RESOURCE OFFICERS

CKEG
(LOCAL)

~~To implement the District's comprehensive safety programs, the District has entered into an agreement with a local law enforcement agency for school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.~~

~~A school resource officer shall perform duties as described in the agreement and as included in the District improvement plan and the Student Code of Conduct. A school resource officer shall not be assigned routine classroom discipline or administrative tasks.~~

~~All school resource officers shall receive at least the minimum amount of education and training required by law.~~

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

**Non-Chapter 21
Contracts**

The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: chief financial officer.

**Appeal of
Employment Actions
An Termination
During Contract
Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period ~~in accordance with DCE(LEGAL).~~

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with [the DIA series](#).
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with [the DIA series](#).
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with [the DIA series](#).
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.</p> <p>[See DG]</p>
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee’s absence.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Response	<p>At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s email address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
Representative	<p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three

presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

General Education

Consistent with ~~TEA's~~the Texas Education Agency (TEA) *Student Attendance Accounting Handbook (SAAH)*, a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Special Education

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. ~~If a student is chronically ill, the student's admission, review, and dismissal (ARD) committee shall determine whether the~~The weeks of confinement need ~~to not~~ be consecutive.

~~If the ARD~~If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH*, and a student's individualized education program ~~(IEP)~~, as applicable.

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB(~~LOCAL~~).

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials ~~shall be chosen~~, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]

5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Challenged
Resources**
**Reconsideration of
Instructional
Materials**

A District employee or a parent or guardian of a District student, ~~a student who is 18 years of age or older, an individual employee, or any District resident~~ may challenge an request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to ~~challenges~~ a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for Reconsideration

A complainant shall make any formal challenge request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

Frequency of Review

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with [the FFH series](#).
2. Complaints concerning dating violence shall be submitted in accordance with [the FFH series](#).
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with [the FFH series](#).
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Untimely Filings All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or par-

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

ent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with [the CKE series](#).

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

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The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

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The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Instruction Sheet

TASB Localized Policy Manual Update 123

Devine ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
AIB	(LEGAL)	Replace policy	Revised policy
AIC	(LEGAL)	Replace policy	Revised policy
AIE	(LEGAL)	Replace policy	Revised policy
BBA	(LEGAL)	Replace policy	Revised policy
BBBB	(LEGAL)	Replace policy	Revised policy
BBD	(LOCAL)	Replace policy	Revised policy
BBFA	(LOCAL)	Replace policy	Revised policy
CCG	(LEGAL)	Replace policy	Revised policy
CCGA	(LEGAL)	Replace policy	Revised policy
CCGB	(LEGAL)	Replace policy	Revised policy
CKB	(LEGAL)	Replace policy	Revised policy
CKC	(LOCAL)	Replace policy	Revised policy
CKE	(LOCAL)	ADD policy	See explanatory note
CKEC	(LOCAL)	DELETE policy	See explanatory note
CKED	(LEGAL)	ADD policy	See explanatory note
CMD	(LEGAL)	Replace policy	Revised policy
CPC	(LEGAL)	Replace policy	Revised policy
CQA	(LEGAL)	Replace policy	Revised policy
CQC	(LEGAL)	Replace policy	Revised policy
CQC	(LOCAL)	ADD policy	See explanatory note
DCE	(LOCAL)	Replace policy	Revised policy
DGBA	(LOCAL)	Replace policy	Revised policy
DHE	(LEGAL)	Replace policy	Revised policy
DNA	(LEGAL)	Replace policy	Revised policy
DP	(LEGAL)	Replace policy	Revised policy
EEH	(LOCAL)	Replace policy	Revised policy
EF	(LEGAL)	DELETE policy	See explanatory note
EFA	(LEGAL)	Replace policy	Revised policy
EFA	(LOCAL)	Replace policy	Revised policy
EFB	(LEGAL)	Replace policy	Revised policy
EHBAA	(LEGAL)	Replace policy	Revised policy
EHBAB	(LEGAL)	Replace policy	Revised policy
EHBE	(LEGAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 123

Devine ISD

Code	Type	Action To Be Taken	Note
EHB	(LEGAL)	Replace policy	Revised policy
EKB	(LEGAL)	Replace policy	Revised policy
FA	(LEGAL)	Replace policy	Revised policy
FFAC	(LEGAL)	Replace policy	Revised policy
FNG	(LOCAL)	Replace policy	Revised policy
GBA	(LEGAL)	Replace policy	Revised policy
GF	(LEGAL)	Replace policy	Revised policy
GF	(LOCAL)	Replace policy	Revised policy
GKA	(LEGAL)	Replace policy	Revised policy
GRA	(LEGAL)	Replace policy	Revised policy



Devine Independent School District Board of Trustees Agenda Document

Meeting Date: June 17, 2024

Agenda Item: Policy FDA (LOCAL) Admissions: Interdistrict Transfers

Background Information:

On June 15, 2020, the School Board Adopted this policy to allow transfer students on a tuition basis subject to admission criteria. The board set transfer tuition at \$1,000 for the first student and \$250 for each additional student to make it more affordable for families.

Policy FDA (LOCAL) states that the board will set the tuition amount.

Administrative Consideration:

Allowing transfer students helps increase school funding through higher enrollment numbers. The number of transfer students accepted are limited by criteria based on availability of space and instructional staff and the student's disciplinary history and attendance records.

The board should review this policy and tuition costs to determine if there should be a change to the fee. There are a handful of parents that still struggle to pay these fees. Phone calls are received on a regular basis regarding transferring to DISD and several do not apply because they cannot afford the tuition fee.

FDA Regulation allows tuition-free attendance for children of non-resident staff.

Budgetary Consideration:

Reducing or eliminating the fee would reduce amount collected from transfer students, however the district would still receive the per student ADA. \$45,000 in transfer tuition was collected in 2023-2024.


Supporting Documents:

FDA (Local)
FDA (Regulation & Exhibit)
Transfer Application Form and Contract

Recommendation:

Consider tuition fees.

Respectfully Submitted by:


Todd Grandjean
Superintendent of Schools



DEVINE ISD GUIDELINES FOR TRANSFER STUDENTS

Devine Independent School District is accepting a limited number of transfer students for the 2024-2025 school year. Eligible students will be accepted as space allows.

Transfer students must meet the following criteria:

- Satisfactory academic progress during the previous school year
- Record of compliance with the Texas Compulsory Attendance Law
- Satisfactory discipline record from the sending campus
- Completion of all application paperwork within deadlines
- Applications for Headstart and PreK students will not be accepted

Students will not be accepted if their admission creates adverse conditions for Devine ISD in terms of space, financial exigency, or personnel or capital outlay requirements. Students must annually reapply to be accepted as a transfer student, and must make satisfactory academic progress, maintain acceptable conduct and attendance, comply with rules and regulations, and remain current on tuition payments throughout the previous academic year.

In addition to the completed Application for Student Transfer, first time transfer applicants must also submit the following documentation at time of application:

- **Academic Record** - Include most recent academic record (latest report card or transcript) and latest assessment testing scores. The transfer application is not complete until updated records have been submitted. Student records must include any special services provided to the student
- **Attendance Record** - A complete record of attendance from the most recent year of school must be included. (May be included on report card)
- **Discipline and/or criminal record** – School records or written records describing any school discipline for the current school year must be submitted. Records must include a description of any criminal record or pending criminal proceedings. If no records exist, a memo or letter from the registrar or campus administrator must verify that there were no discipline infractions for the student.

Please note that as a first time transfer student, your child's transfer request will not be considered until all required information and documentation is received. All transfer applications will be processed and reviewed on a first-come first-served, case by case basis. Incomplete transfer packets will not be considered.

Applications for the 2024-2025 school year will be accepted beginning July 1, 2024 and all transfer information must be completed and submitted by the August 1, 2024 deadline. Parents/guardians will be notified no later than August 16, 2024 regarding acceptance. Once your student has been accepted as a transfer, please submit the completed Non-Resident Transfer Agreement along with full tuition payment no later than August 19, 2024 (Tuition must be paid prior to receiving schedule or teacher assignment). Applications may be obtained from the Office of the Superintendent at 605 W Hondo Ave. (830-851-0795).



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

(830) 851-0795 Fax (830) 663-6706
 Dr. Todd Grandjean, Superintendent

**Application for Student Transfer
 2024-2025**

Section A: General Information

Student's Name		Grade Level	
Student's Date of Birth:		SSN:	
Name and Address of Parent(s) or Guardian Completing Application:			Comments:
Daytime Telephone Number		Home Telephone Number	
Emergency Telephone Number			
Reason for Transfer Request to Devine ISD			

Section B. Eligibility Status

Indicate the status under which the student is eligible:	
<input type="checkbox"/>	Parent works in Devine ISD. Children of teachers and administrators may transfer with no annual tuition fee, but must apply annually.
<input type="checkbox"/>	Student is not a resident of Devine ISD and wishes to attend.
<input type="checkbox"/>	Student is currently a transfer student at Devine ISD.

Section C: Student Information – For new student transfers

The student is currently enrolled in:		
<input type="checkbox"/>	Public school. Please give the district and phone number.	District/School Name
<input type="checkbox"/>	Private school. Please give the school and phone number.	
<input type="checkbox"/>	Parochial or home school.	District/School Phone #
<input type="checkbox"/>	Charter school or academy.	
Through which grade has the student successfully completed his/her education?		
Which grade will the student request transfer into?		
Student's attendance record:		
How many days was the student absent in the school year prior to the year for which a transfer is requested?		
If this request is for a transfer during a school year, how many days has the student missed in the current school year?		
If the student missed more than ten percent of the days in the school year, please provide an explanation:		

Has the student engaged in conduct or misbehavior within the preceding years that has resulted in removal to an alternative education program (AEP), a disciplinary assignment outside the regular classroom or expulsion from any school district, charter school, private or parochial school, or academy?		Yes	No
If YES , please specify school and disciplinary placement			
Reason for Removal			
Duration of Removal			
Is the student on probation, conditional release, or informal adjudication from a juvenile court for engaging in delinquent conduct or conduct in need of supervision?		Yes	No
If YES , the legal guardian must provide a copy of the appropriate supporting court documents.			
Is the student on probation or other conditional release for conviction of a criminal offense?		Yes	No
If YES , the legal guardian must provide a copy of the appropriate supporting court documents.			
Has any official, administrator, or director of the school from which the student is transferring communicated to you that the student would not be permitted to return to the school the following academic year?		Yes	No
If YES , what reason was given?			
Are state-required vaccinations of the student complete and current?		Yes	No
If YES , please submit a copy of the vaccination records within 30 days of your application.			
Previous Participation Information			
If your child is in the 7th to 12th grade, will they be participating in the District's Athletic Program?		Yes	No
	If YES , has your child had a physical for the current year?	Yes	No
Does your child receive Special Education and related services?		Yes	No
If YES , please provide a copy of the last implemented IEP.			
Does your child have a Section 504 plan?		Yes	No
If YES , please provide a copy of the last implemented Section 504 plan.			
Has your child been identified as Gifted and Talented?		Yes	No
If YES , which grade?			
Permission is hereby granted for my child to receive the routine screening offered by Devine ISD which may include vision, hearing and such general testing as ability, vocational aptitude, interest inventories, and achievement.		Yes	No
Is any person legally restricted from picking up your child from school?		Yes	No
If YES , please provide the names and documentation at time of enrollment.			
For Office Use Only			
Y/N Satisfactory discipline record from the sending campus		Y/N Available space at grade level	
Y/N Satisfactory academic record from the sending campus		Y/N Completion of all application paperwork within deadlines.	
Y/N Record of compliance with the Texas Compulsory Attendance Law		Other: _____	
<input type="checkbox"/> Transfer Approved		<input type="checkbox"/> Transfer Denied	
138		_____ Administrator/Designee Signature	



Devine Independent School District

605 W. Hondo Ave., Devine, Texas 78016

(830) 851-0795 Fax (830) 663-6706
Dr. Todd Grandjean, Superintendent

AUTHORIZATION FOR THE RELEASE OF STUDENT RECORDS

School

Address

City

Zip

Phone Number

Fax Number

Name of Student(s)

Date of Birth

Current Grade

Name of Student(s)	Date of Birth	Current Grade
_____	_____	_____
_____	_____	_____
_____	_____	_____

I hereby authorize the release of any and all transcripts, grades, test records, record of attendance, discipline records, health records, psychological and diagnostic evaluations on the student(s) listed above to:

Dr. Todd Grandjean, Superintendent
Devine Independent School District
605 W Hondo Ave
Devine, Texas 78016

Signature of Parent or Guardian

Date

STATE OF TEXAS §
 §
COUNTY OF _____ §

Non-Resident Transfer Agreement
(For Parent)

This is an agreement concerning the transfer of _____ (“Student”), a non-resident student, into the DEVINE INDEPENDENT SCHOOL DISTRICT. The agreement is entered by _____ (“Parent”), on behalf of the Student, and the DEVINE INDEPENDENT SCHOOL DISTRICT.

Recitals and definitions:

1.1 Neither Parent nor Student is a resident of DEVINE INDEPENDENT SCHOOL DISTRICT. Student desires to enroll as a student in the DEVINE INDEPENDENT SCHOOL DISTRICT. Parent is willing to pay the tuition set by DEVINE INDEPENDENT SCHOOL DISTRICT in order for Student to attend school in the District.

1.2 Parent acknowledges that the constitution or rules of the University Interscholastic League may require the District to exclude the Student from participating in certain extracurricular interscholastic competitions.

1.3 “Cause” includes, without limitation, notification to the District by an agency of the state or federal government that the transfer contemplated by this agreement is not authorized by law, the failure of the Parent to timely remit any tuition payment, or any disciplinary infraction by the Student which under this agreement permits revocation.

1.4 Transfer criteria. Transfer applications are considered on an individual basis without regard to sex, race, ethnicity, national origin, religion, disability or ancestral language. In making transfer decisions, the Superintendent, as the Board’s designee, may consider grades, achievement test scores, attendance, disciplinary history, class sizes, available resources, and any potential adverse effect on resident students.

1.5 The Parent’s signature constitutes an application for transfer of the Student. No transfer is granted until the Superintendent’s signature appears on this document.

Mutual Promises:

2.1 No property interest created: Parent and Student acknowledge that because the Student is not a resident of DEVINE INDEPENDENT

SCHOOL DISTRICT, any right of the Student to become or remain enrolled or to receive any educational services is based on this agreement rather than on residence or on state eligibility criteria or any federal or state property interest. This agreement does not create any property interest in favor of the Student in becoming or remaining enrolled in any District school. This agreement does not create any enforceable interest beyond its termination or revocation.

2.2 Student behavior and discipline: The Parent and the Student understand that the Student is required to comply with the same behavioral expectations as those required of resident students, and that those expectations are communicated through student handbooks, classroom rules, the Student Code of Conduct, and the directives of teachers and administrators. The continued effectiveness of this agreement is conditioned upon the Student's compliance with the expectations imposed through the communications described in this paragraph.

2.3 This agreement supersedes any representations made through any student handbook, posted rules, Student Code of Conduct, or Board Policy, concerning procedures for student discipline investigation, the providing of due process, and the administration of any sanctions. The processes described in the Student Code of Conduct apply only to students who are residents of the District. No promises concerning investigation, due process, or consequences that may be contained in rules, handbooks, or information distributed to the student body concerning student discipline matters shall become a part of this agreement.

2.4 Tuition amount and payment: The total amount of tuition for this Student for the 2024-2025 school year is □ \$1,000 □\$250. Full payment of this amount must be paid at the time the "Application for Transfer" is submitted. **The application and full payment are due on or before August 1, 2024.** If the application for transfer is rejected, this money will be reimbursed to the Student within thirty (30) school business days of the date the application is rejected by the District.

2.5 Duration of the agreement: Unless canceled or revoked by its terms, this agreement applies to the 2024-2025 academic year, and will expire on the last day of that year. This agreement creates no property interest in or right to attend school in the DEVINE INDEPENDENT SCHOOL DISTRICT beyond the date of its expiration, cancellation, or revocation. A new application must be submitted and approved each school year.

2.6 Parent's right to cancel: The parent may cancel this agreement by giving thirty (30) days written notice to the Superintendent or by becoming

a resident of DEVINE INDEPENDENT SCHOOL DISTRICT. In case of cancellation, the District will refund a pro-rata share of any pre-paid tuition.

2.7 Revocation for nonpayment of tuition: This Agreement is revoked if the tuition set forth above is not paid in full as required by Section 2.4 above.

2.8 Superseding law: The District may revoke this agreement if it receives notice from the Texas Education Agency or from any court of competent jurisdiction that the transfer the subject of this agreement is in violation of Civil Order 5281 (pertaining to state-wide desegregation plan) or other law regulating discrimination on the basis of race, ethnicity, or national origin. In case of such supersession, the District will refund a pro-rata share of any pre-paid tuition.

2.9 Status of non-resident Student: Except as provided by this agreement, the non-resident Parent and Student possess all rights and are held to all duties provided by law and policy for resident parents and students subject to the limitations provided in this agreement.

2.10 Disciplinary infractions: Any conduct by the Student that would result in a mandatory assignment to the District's Disciplinary Alternative Education Program (DAEP) or expulsion for a resident student or that constitutes "serious" misconduct under the District's Student Code of Conduct shall result in revocation of this agreement. At the Superintendent's discretion, in consultation with the campus Principal, any conduct by the Student that could result in a discretionary DAEP removal may result in revocation of this agreement.

2.11 Additional Conditions: This section supplements and does not limit the agreements in the section entitled "Disciplinary infractions." Since an inter-district transfer is a privilege rather than a right, the continued education of the non-resident Student is subject to these conditions and may be revoked upon any of the following occurrences as determined by the Superintendent:

- a. The Student's attendance falls below ninety (90) percent in any semester, or the Student is habitually truant.
- b. The Student earns repeated failing grades in any class.
- c. The Student has engaged in repeated minor violations of the Student Code of Conduct.
- d. The Student has engaged in any gang-related activity.
- e. The Student has engaged in repeated behavior that hinders the learning of other students.
- f. The Student has engaged in conduct that is disruptive to the

educational process of the District.

Should any of these behaviors occur, the campus Principal will consider the circumstances of the behavior and make a recommendation to the Superintendent concerning the status of the transfer. If the transfer is revoked, the District will notify the Parent and the Student's district of residence.

A decision to revoke the Student's transfer may be appealed in accordance with policy FNG (LOCAL). Pending the appeal, the Student will not be permitted to attend school at the District.

2.12 The Parent agrees that, in the event of revocation, the Student will be immediately enrolled in the district of residence, another public school, or a private school that meets the curriculum requirements of state law.

2.13 The Student Code of Conduct is incorporated by reference for the limited purposes described in this agreement. The Parent and the Student understand and agree that the Student is not entitled to the disciplinary processes described in the Code for resident students.

The Parent understands and accepts the conditions of this agreement.

Signature of Parent

Date

The Student understands and accepts the conditions of this agreement.

Signature of Student

Date

SUPERINTENDENT
DEVINE INDEPENDENT
SCHOOL DISTRICT

Date

Authority	<p>The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.</p> <p>A resident student who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the semester.</p>
Transfer Requests	<p>A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.</p>
Factors	<p>In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.</p>
Transfer Agreements	<p>A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.</p>
Tuition	<p>If the District charges tuition, the amount shall be set by the Board, within statutory limits.</p>
Waivers	<p>The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]</p>
Nonpayment	<p>The District may initiate withdrawal of students whose tuition payments are delinquent.</p>
Appeals	<p>Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.</p>

Transfer Requests

The District shall follow applicable state and federal law when considering the transfer request of a student with a known disability including, but not limited to, a student who receives special education services.

Transfer Student

A transfer student is defined as a student, Grades K-12, attending Devine ISD and residing outside District boundaries

A student who has completed his or her junior year as a resident shall be permitted to continue tuition-free attendance as a senior.

Children of District Employees

Children of nonresident, full-time (at least 50 percent) District employees shall be eligible to attend District schools tuition-free.

In order to continue enrollment from year to year, as a privilege and not a right afforded eligible District employees and their children, the children must maintain good discipline, attendance, and grades.

Public Education Grant

Public Education Grant (PEG) students are not accepted. Students that attend schools on the PEG list may apply to be a regular transfer student

Applications and Required Documents

Non-resident students may apply to attend Devine ISD by filing a timely transfer application and providing the documentation requested (transcripts, report cards, test scores, etc.). Incomplete applications, or applications not submitted within the designated timeframes, will not be considered. No exceptions to this requirement will be made. Applications for the current school year are not accepted beyond the fourth six weeks of school. Applications for fall semester of an upcoming school year will be accepted beginning on December 1.

All applications will be processed according to Administrative Regulations. Applications will be processed on a first come first serve basis. Parents will be given written notice of approval or disapproval after reviewing all criteria. Upon notification of approval, parents must submit full tuition to the district within two weeks or prior to the first day of school, whichever comes first.

Siblings

If a transfer student is approved, siblings in subsequent years will be given first opportunity for approval if criteria are satisfied as outlined in FDA(REGULATION) and (EXHIBIT A).

Transportation

Parents are responsible for providing transportation for transfer students. Devine ISD does not provide transportation to and from the district of residence.

Revocation of Transfer

Any transfer student approved for admission to Devine ISD who becomes a discipline problem, fails to meet academic progress, or who develops documented patterns of late arrivals, late pick-ups, and/or poor attendance, may have their transfer status revoked. A notice of warning of the possibility of revoking transfer status will be sent to the student's parent or guardian, and if immediate steps are not taken to correct and/or improve the reason(s) for possible revocation, the parent or guardian will be asked to withdraw their student from Devine ISD.

Continuation of Transfer Students

Students must reapply annually for continuation as transfer students in the district.

Tuition

A student who moves out of the District after the school year begins is eligible to remain in the District tuition-free until the end of the semester in which the student moved out. If the student wishes to continue in the District for the remainder of the school year, he or she must apply as a transfer student and, if accepted, tuition shall be due for the remainder of the year.

Exceptions

The Superintendent shall have the authority to waive tuition for senior students.

Reasons for Approval

The following are acceptable reasons for granting approval of a transfer student in accordance with Board Policy FDA (LOCAL):

- Change of Resident (Current resident leaves DISD attendance zone)
 - Remain at current school until end of semester
 - Student may apply for continuing enrollment as specified below
 - Pending acquisition of another home (move to be completed within specified time frame) and necessary documentation provided
- Meets criteria for entry:
 - Satisfactory discipline record from home residence campus
 - Documentation of compliance with Compulsory Attendance Law
 - Satisfactory academic progress during previous school year

Reasons for Denial

The following are reasons for denial of a transfer student in accordance with Board policy FDA (LOCAL):

- Admission creates adverse conditions for DISD in terms of space, financial exigency, or personnel or capital outlay requirements.
- Record of poor attendance, late arrivals, late pick-ups
 - A student shall not be allowed to transfer into the District if his or her attendance records for the most recent school year indicate less than 90 percent attendance.
- Disciplinary infractions at home residence campus
 - A student shall not be allowed to transfer into the District if he or she has incurred a disciplinary alternative education program (DAEP) placement or has been suspended or expelled for one or more days during the most recent school year.
 - Recurring or persistent disciplinary problems may be sufficient reasons for rejecting a transfer request.
- A student shall not be allowed to transfer into the District if he or she has not performed at or above grade level on the most recent state-mandated assessments and satisfied requirements for all academic courses from the previous school year
- For the purpose of participating in an extra-curricular activity at receiving campus
- Falsification of information
- Failure to meet district criteria

Reasons for Revocation

The following are reasons for revocation of a transfer student in accordance with Board Policy FDA (LOCAL):

- Failure to maintain satisfactory academic progress as determined by the Superintendent
- Repeated failure to abide by the rules specified in the *Student Code of Conduct* or the student commits a disciplinary infraction that mandates removal to DAEP or JJAEP
- Documented pattern of late arrivals, late pick-ups, and/or poor attendance
- Falsification of information