

Regular Meeting

Monday, April 19, 2021 6:00 PM

GISD Administration Office Board Room, 1202 N Ellis, Groesbeck, TX 76642

I. CALL TO ORDER

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

Presenter: Dr. James
Cowley

III. DISTRICT INFORMATION

Presenter: Dr. James
Cowley

Robertson Central Appraisal District

108 Morgan St., P O Box 998
Franklin TX 77856
Phone: 979-828-5800
Fax: 979-828-5137



Nancy Commander
Chief Appraiser

March 11, 2021

**JAMES COWLEY
GROESBECK ISD
PO BOX 559
GROESBECK TEXAS 76642**

Re: Robertson Central Appraisal District Board of Director Resignation

On December 15, 2020, a letter was sent out to the jurisdictions stating Mr. John Sanders had resigned. While Mr. Sanders did contact me and relay his desire to resign, he never provided the Appraisal District with a Letter of Resignation. When we contacted him regarding a letter, he rescinded his resignation and stated he would fulfill the remainder of his term which expires this December.

We apologize for any inconvenience this may have caused. 2021 is a year for election of Board of Director's for the Appraisal District. More information will be sent out on that in September.

If you have any questions, please feel free to give me a call at 979-828-5800.

Sincerely,

Nancy Commander, RPA/RTA
Chief Appraiser
Robertson Central Appraisal District

IV. **DISCUSSION AND POSSIBLE ACTION ON RESOLUTION
OF THE GROESBECK INDEPENDENT SCHOOL
DISTRICT BOARD OF TRUSTEES REGARDING
DEPENDABLE, AFFORDABLE, BROADBAND ACCESS**

Presenter: Dr. James
Cowley

**RESOLUTION OF THE GROESBECK INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES
REGARDING DEPENDABLE, AFFORDABLE, BROADBAND ACCESS**

WHEREAS, the Board of Trustees of Groesbeck Independent School District is empowered by Texas Education Code § 11.1515 to provide oversight regarding student academic achievement and strategic leadership for maximizing student performance; and,

WHEREAS, the Groesbeck ISD is committed to providing the highest quality education to its students in preparation for college, university, trade school, careers, citizenship, and lifelong learning; and,

WHEREAS, during the pandemic, school districts became intimately aware of the fact that not all school districts, schools, homes and businesses have the same access to reliable internet. Students in rural school districts often incur challenges with remote learning while quarantined or ill; and,

WHEREAS, the Texas Education Agency intends to administer the 2021 STAAR tests through an on-line platform where possible; and through the 86th Legislature's House Bill 3906, seeks to transition to statewide on-line STARR testing by 2023; and,

WHEREAS, no student should be placed at a disadvantage in academic performance or assessment due solely to geographic residence or because their family cannot afford reliable internet access.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of Groesbeck Independent School District adopts the recitals above as findings of fact.

BE IT FURTHER RESOLVED that the Groesbeck Independent School District joins the Texas Rural Broadband Coalition.

BE IT FURTHER RESOLVED that, on behalf of students and educators alike, the Groesbeck Independent School District requests that Governor Gregg Abbott, Lieutenant Governor Dan Patrick, Speaker of the House Dade Phelan, all members of the 87th Texas Legislature, and the Texas Education Agency act promptly to create a statewide broadband internet service plan to ensure equitable and affordable opportunities for rural students to access fully the benefits and privileges of the Texas public school system without regard to geographic residence. We appreciate that our Governor, Lt. Governor, Speaker and other legislators have made broadband a priority this session. We will support the initiative to get reliable internet service to rural Texas.

Adopted this the 19th day of April, 2021, by the Groesbeck ISD Board of Trustees.

Tom M. Sutton, Board President

Jud Hughes, Board Secretary

V. DISCUSSION AND POSSIBLE ACTION ON TEXAS EDUCATION AGENCY (TEA) "OTHER" WAIVER IN REGARDS TO DISTRICT CLOSURE FOR APRIL 7, 2021

Presenter: Dr. James Cowley

VI. DISCUSSION AND POSSIBLE ACTION ON APPROVAL OF PREKINDERGARTEN CURRICULUM

Presenter: Dr. Diana Freeman

VII. DISCUSSION AND POSSIBLE ACTION ON LIMESTONE COUNTY APPRAISAL BOARD NOMINATION

Presenter: Dr. James Cowley

LIMESTONE APPRAISAL DISTRICT

P O DRAWER 831
GROESBECK, TEXAS 76642
254-729-3009

Karen Wietzikoski, Chief Appraiser

March 10, 2021

ATTENTION: GOVERNING BODIES OF THE TAXING UNITS
WITHIN LIMESTONE COUNTY

BOARD OF DIRECTORS ANNOUNCE VACANCY

Due to the resignation of John McCarver, a vacancy has been created on the Board of Directors for the Limestone Appraisal District.

As per section 6.03(l) of the Property Tax Code:

“If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.”

Please submit the name of your nominee to the chief appraiser no later than April 24, 2021.

Thank you for your assistance in this matter.

BOARD OF DIRECTORS
LIMESTONE APPRAISAL DISTRICT

BOD/kw

**RESOLUTION OF THE GROESBECK ISD BOARD OF TRUSTEES
OF NOMINATION OF LIMESTONE COUNTY APPRAISAL DISTRICT BOARD**

WHEREAS, the Board of Trustees of Groesbeck ISD desires to ensure that Groesbeck ISD residents are equitably represented on the Limestone County Appraisal District Board;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE GROESBECK ISD OF GROESBECK, TEXAS

Section 1: That the Board of Trustees of the Groesbeck ISD supports the nomination of _____
_____ as members of the Limestone County Appraisal District Board.

Section 2: That the Board of Trustees of the Groesbeck ISD supports membership that will provide equitable representation to all residents of the district.

Section 3: That the Board of Trustees of the Groesbeck ISD desires that representatives have extensive knowledge of the Limestone County Appraisal District Board.

Section 4: This resolution will become effective upon the date of its passage.

PASSED AND APPROVED THIS 19th DAY OF April, 2021.

Dr. James B. Cowley, Superintendent
Groesbeck ISD

VIII. DISCUSSION AND POSSIBLE ACTION ON
FACILITY PROJECTS

Presenter: Dr. James
Cowley

IX. DELIBERATION AND POSSIBLE ACTION SELECTING
DESIGN PROFESSIONAL FOR THE MIDDLE SCHOOL RE-
ROOF PROJECT AND DELEGATING AUTHORITY TO THE
SUPERINTENDENT

Presenter: Dr. James
Cowley

**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
SELECTING ENGINEER AND DELEGATING AUTHORITY
MIDDLE SCHOOL RE-ROOF PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of replacing the roof at the Middle School (the “Middle School Re-Roof Project”); and

WHEREAS, the Board of Trustees (the “Board”) of GISD has determined that it is appropriate to procure design professional services for the Middle School Re-Roof Project.

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

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The Board of Trustees of Groesbeck Independent School District, pursuant to Texas Government Code § 2254.004, hereby selects Winton Engineering to provide the engineering services for the Middle School Re-Roof Project on the basis of demonstrated competence and qualifications.
3. The Board of Trustees of Groesbeck ISD hereby authorizes the Superintendent of GISD to attempt to negotiate a contract with Winton Engineering at a fair and reasonable price.
4. The Board of Trustees of Groesbeck ISD further delegates to the Superintendent of GISD the authority and otherwise authorizes the Superintendent of GISD to negotiate the terms and conditions and finalize the contract with Winton Engineering (the “Contract”) for the provision of engineering services for the Middle School Re-Roof Project, and further delegates to the Superintendent the authority to execute the Contract in the name and on behalf of the District and the GISD Board of Trustees.
5. This Resolution shall take effect immediately.

PASSED and ADOPTED the 19th day of April, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

X. DELIBERATION AND POSSIBLE ACTION TO
DETERMINE/SELECT PROCUREMENT METHOD FOR THE
MIDDLE SCHOOL RE-ROOF PROJECT AND DELEGATING
AUTHORITY TO THE SUPERINTENDENT

Presenter: Dr. James
Cowley

**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
DETERMINING DELIVERY/PROCUREMENT METHOD
AND DELEGATING AUTHORITY
MIDDLE SCHOOL RE-ROOF PROJECT**

WHEREAS, the Groesbeck Independent School District (the "District" or "GISD") is undertaking a project of replacing the roof at the Middle School (the "Middle School Re-Roof Project"); and

WHEREAS, it is incumbent upon the Board of Trustees of the Groesbeck ISD ("Board") to select the construction delivery/procurement method for the Middle School Re-Roof Project that provides the best value for the District

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

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

PASSED and ADOPTED the 19th day of April, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

XI. DELIBERATION AND POSSIBLE ACTION TO DELEGATE
AUTHORITY TO SUPERINTENDENT TO SELECT AND
CONTRACT WITH JOB ORDER CONTRACTOR FOR THE
MIDDLE SCHOOL RE-ROOF PROJECT

Presenter: Dr. James
Cowley

**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
DELEGATION OF AUTHORITY TO SUPERINTENDENT REGARDING
SELECTION OF JOB ORDER CONTRACTOR AND
CONTRACTING WITH JOB ORDER CONTRACTOR
MIDDLE SCHOOL RE-ROOF PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of replacing the roof at the Middle School (the “Middle School Re-Roof Project”); and

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

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

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

PASSED and ADOPTED the 19th day of April, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

XII. DELIBERATION AND POSSIBLE ACTION TO
DETERMINE THE PREVAILING WAGE RATE FOR THE
MIDDLE SCHOOL RE-ROOF PROJECT

Presenter: Dr. James
Cowley

**RESOLUTION OF THE BOARD OF TRUSTEES OF
GROESBECK INDEPENDENT SCHOOL DISTRICT
PREVAILING WAGE RATE DETERMINATION
MIDDLE SCHOOL RE-ROOF PROJECT**

WHEREAS, the Groesbeck Independent School District (the “District” or “GISD”) is undertaking a project of replacing the roof at the Middle School (the “Middle School Re-Roof Project”); and

WHEREAS, Chapter 2258 of the Texas Government Code requires the Board of Trustees (“Board”) of GISD to determine the general prevailing wage rate in the locality where the Middle School Re-Roof Project will be constructed.

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

1. It is found that the foregoing recitals are true and correct and are hereby adopted as findings of fact by the Board of Trustees of Groesbeck Independent School District.
2. The GISD Board of Trustees further determines that the prevailing wage rate in Groesbeck ISD for the Middle School Re-Roof Project is as determined by the United States Department of Labor in its Wage Rate General Decision # TX20210213 for Limestone County, Texas and dated March 12, 2021, and incorporated herein as Exhibit “A” to this Resolution.
3. The GISD Board of Trustees further determines that the prevailing wage rate for the Middle School Re-Roof Project for legal holiday and overtime work is the rate of one and one-half times the prevailing wage rate determined above.
4. This Resolution shall take effect immediately.

PASSED, ADOPTED, and APPROVED this 19th day of April, 2021, by the Board of Trustees of the Groesbeck Independent School District by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Tom Sutton, President, Board of Trustees

ATTEST:

Jud Hughes, Secretary, Board of Trustees

"General Decision Number: TX20210213 03/12/2021

Superseded General Decision Number: TX20200213

State: Texas

EXHIBIT A

Construction Type: Building

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

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

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

Modification Number	Publication Date
0	01/01/2021
1	03/12/2021

* ASBE0021-007 08/01/2017

LIMESTONE, SAN AUGUSTINE, AND SHELBY COUNTIES

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

ASBE0022-003 12/01/2019

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

ASBE0087-005 03/02/2020

Lee County

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

ASBE0112-001 03/14/2017

Newton County

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

BOIL0074-007 01/01/2017

Lee, Limestone, and Washington Counties

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

BOIL0587-005 01/01/2017

Newton, San Augustine, and Shelby Counties

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

CARP0551-007 04/01/2016

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

IRON0084-004 06/01/2020

Washington County

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

IRON0135-003 09/01/2018

Newton and San Augustine Counties

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

IRON0263-024 06/01/2017

Shelby County

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

IRON0482-010 06/01/2020

Lee and Limestone Counties

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

LAB00154-005 05/01/2008		

Lee County

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

LAB00154-019 05/01/2008		

Newton, San Augustine, and Washington Counties

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

LAB00154-025 05/01/2008		

Limestone and Shelby Counties

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

* PLUM0068-005 10/01/2020		

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

PLUM0100-007 11/01/2017		

SAN AUGUSTINE & SHELBY COUNTIES

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

PLUM0529-003 04/01/2020		

Limestone County

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

SUTX2009-100 04/20/2009		

	Rates	Fringes
BRICKLAYER.....	\$ 18.00	0.00

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

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

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

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

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

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END OF GENERAL DECISION"

XIII. DISCUSSION AND POSSIBLE ACTION ON
GROESBECK HIGH SCHOOL GYMS AND GROESBECK
MIDDLE SCHOOL GYM PROJECT

Presenter: Dr. James
Cowley

XIV. REPORT OF BOARD MEMBER TRAINING RECEIVED TO
DATE

Presenter: Dr. James
Cowley

XV. DISCUSSION AND ACTION ON CONSENT AGENDA ITEMS

A. Minutes of Previous Board Meeting

Regular Board Meeting
MINUTES
03/08/2021
6:00 p.m.

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

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

Others: Dr. James Cowley, Teresa Battrick, Dr. Diana Freeman, Sue Waller, Larry Miers, Cindy Ensminger, Mychal Masters, Harold Cowley, Dayne Duncan, Bryce Worsham, Octavis McGruder, Alex Cannon, Harold Cowley, Kenna Moody, Kelley Young, Bonnie Bomar, Susan Swick, Kimberly Carter, Holly Black.

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

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

There were no public comments.

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

Discussed face mask/coverings protocol. Staff participated in a Continuation of COVID-19 Mitigation Practices survey. Results with 200 responses were: Do you believe GISD should continue to mandate face coverings for staff? Yes-54% No-46%; Do you believe GISD should continue to mandate face coverings for students (4-12 grade) during the school day? Yes-56% No-44%; Do you believe GISD should continue to mandate face coverings for students riding in school vehicles? Yes-50% No-50%; Do you believe GISD should continue to mandate face coverings for students participating in extra-curricular activities, as appropriate? Yes-52.5% No-47.5%; Do you believe GISD should continue social distancing practices such as desks in school cafeteria and eating in the classroom? Yes-45% No-55%. Mychal Masters, RN stated that quarantine qualifications did not change through TEA or CDC, if a student chose not to wear a mask in class and tests positive, any student sitting within 6' of that student throughout the day will also be quarantined. This will increase the number of student that would quarantine, more work on nursing and administrative work load in determining whose been next to them that day or two days prior to the positive. Dr. Cowley stated that it may have an adverse affect on athletics. Not necessarily from exposure at athletics but through the classrooms. Each principal gave their opinion of students wearing face mask. Kimberly Carter stated that her students do not wear face mask, do we have staff wear them, do we continue to leave kids 6' apart, do we keep them off the playground. Dr. Larry Miers' thoughts are that if we remove masks, we'll have some cases. Adults wear masks until we get more of our people vaccinated. Kenna Moody stated that our kids are use to it and are acclimated to it. If we have to quarantine twelve kids due to one case worry about how many kids

we'll lose academically. Our kids get to see each other at lunch. Staff is divided. More vulnerable will continue to wear. Don't make changes till CDC or TEA makes changes. Dr. Bonnie Bomar stated that she would like things to stay status quo. She has sent out only 37 notifications and kids and staff are doing a great job. Dr. James Cowley stated that CDC and TEA still have mask mandate except TEA has caveat for school board the ability to make a decision on how we continue mask mandate or not. Discussion of graduation. Angela Crane asked if each principal had one thing that they could do to be a little less restrictive to allow more interaction. Kimberly Carter said theirs would be to let the kids play on the playground; Dr. Larry Miears stated there wasn't anything specific; Kenna Moody stated that they let kids go outside when weather is good and giving more freedoms. Dr. Bonnie Bomar thinking about impromptu pep rallies but things are going well. Mychal Masters, RN, stated that we are fixing to release for Spring Break and a month after we'll be able to tell if significant. Revisit at April board meeting. Dr. James Cowley stated that staff and riding in school vehicles and social distancing. Motion by Ronnie Ferguson to continue face mask policy. Aslone Foy added with the caveat regarding HOW and Enge they don't have to wear them. Motion amended by Tiffany Burleson, second by Angela Crane to approve administrations recommendations of the continuance of masks in the classrooms, in the buildings, and on the school buses outside extra-curricular events masks not required by spectators, players to continue to wear masks as directed by the coach, continue encouraging social distancing, and open up the playgrounds for Enge and HOW. (For clarification, HOW students continue to not wear masks other student to wear masks. All staff will continue to wear masks.) Dr. James Cowley stated regarding staff vaccination that the State is looking in us being able to have access to vaccinations. Voting by show of hand: Angela Crane, Tom Sutton, Jud Hughes, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, and Aslone Foy – yes. Motion carried.

Discussion of Policy FFAC-X, that was pulled from TASB Update 116. The board wanted Epi-Pen information put back in. After further information, administration felt like it would open us up for possible lawsuit. Mychal Masters, RN would have to find a physician to sign off on orders. She found a company that would provide them for us. If board wants us to go through with this, we would have to go through SHAC. Discussed having to have someone anytime the campus is open, not just school hours. We do have training. Administrators would have to be on campus. Dr. James Cowley stated that in law states each present at all hours school is open. Since do rent our buildings that means someone would have to be here during the event. Motion by Tiffany Burleson, second by Bridget Jackson-Tatum to table to approve FFAC as presented. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Kolby Morgan presented changes to the 2021-2022 Groesbeck High School Cheerleading. Will add that incoming 9th graders will be on JV squad. Motion by Ronnie Ferguson, second by Jud Hughes to approve the GHS Cheer Constitution as amended. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Discussion of 2021 GHS Graduation Ceremony. Dr. James Cowley discussed new tradition of allowing two adults on the field to give diploma to their graduate. We have

had a parent ask about opening up the visitor side. Last year we had six members on home side, two on field, and two on visitor side. This was before the Governor opened up. We will broadcast with our equipment. Motion by Tiffany Burleson, second by Jud Hughes to allow two adults on the field and open up visitor side. Voting by show of hand: Angela Crane, Tom Sutton, Jud Hughes, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, and Aslone Foy – yes. Motion carried.

Discussed Missed School Waiver. Regarding February 16, 17, 18, and 19, we won't have to use our minutes. Motion by Tiffany Burleson, second by Aslone Foy to approve Missed School Waiver. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Discussed Low Attendance Waiver for middle school due to higher absenteeism for the February 12th remote day. Motion by Tiffany Burleson, second by Aslone Foy to approve Low Attendance Waiver. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Discussed Other Waiver for H. O. Whitehurst, Enge-Washington Intermediate School, and Groesbeck High School due to going to remote instruction on February 12th. Discussed Missed School Waiver. Regarding February 16, 17, 18, and 19, we won't have to use our minutes. Motion by Ronnie Ferguson, second by Tiffany Burleson to approve Missed School Waiver. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Waivers	Missed Day	Low Attendance	Other - remote
Fri, 2/12/2021		GMS	HOW, EWIS, GHS
Tue, 2/16/2021	All		
Wed, 2/17/2021	All		
Thr, 2/18/2021	All		
Fri, 2/19/2021	All		
Mon, 2/22/2021			All
Tue, 2/23/2021			GHS

Motion by Tiffany Burleson, second by Jud Hughes to approve the second reading of TASB Policy Update 116, excluding FFAC (LOCAL). Motion by Tiffany Burleson, second by Jud Hughes to approve Missed School Waiver. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Motion by Jud Hughes, second by Ronnie Ferguson to approve Order of Certification of Unopposed Candidates for Single Member District 3 and Single Member District 4 for the May 1, 2021 Board of Trustee Election. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Motion by Ronnie Ferguson, second by Jud Hughes to approve the Order of Cancellation of the May 1, 2021 Board of Trustees Elections for Single Member District 3 and Single Member District 4. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson, Jud Hughes and voting verbally: Bridgett Jackson-Tatum – yes, and Aslone Foy – yes. Motion carried.

Motion by Jud Hughes, second by Ronnie Ferguson to approve the Revised Order of General Election for May 1, 2021. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson, Jud Hughes and voting verbally: Bridgett Jackson-Tatum – yes, and Aslone Foy – yes. Motion carried.

Motion by Ronnie Ferguson, second by Tiffany Burleson to approve the Revised Notice of General Election for May 1, 2021. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson, Jud Hughes and voting verbally: Bridgett Jackson-Tatum – yes, and Aslone Foy – yes. Motion carried.

Children’s Internet Protection Act (CIPA) Public Hearing: Opened the hearing for public comments. There being none hearing was closed.

Dr. James Cowley discussed the Groesbeck ISD’s Internet Safety Policy and Children’s Internet Protection Act (CIPA). Due to e-rate we have to have a CIPA Internet Safety Policy. We had Region 12 look over our policy. Motion by Aslone Foy, second by Ronnie Ferguson to approve the Groesbeck ISD Internet Safety Plan. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson, Jud Hughes and voting verbally: Bridgett Jackson-Tatum – yes, and Aslone Foy – yes. Motion carried.

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

- A. Minutes of Previous Board Meeting
- B. Budget Report and Amendments
- C. Depository Extension Form
- D. Day of Recognition for National Services Proclamation
- E. E-Rate Contracts for the 2021-2022 E-Rate Year
- F. Gabbart Communications Contract Renewal

Motion by Ronnie Ferguson, second by Tiffany Burleson to enter into Executive Session. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson, Jud Hughes and voting verbally: Bridgett Jackson-Tatum – yes, and Aslone Foy – yes. Motion carried.

Entered Executive Session: 8:09 p.m.

Reconvened: 9:29 p.m.

Motion by Tiffany Burleson, second by Jud Hughes to approve personnel as presented. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson

and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Motion by Ronnie Ferguson, second by Tiffany Burleson to accept the resignation of Deana Hurt. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

Motion by Tiffany Burleson, second by Ronnie Ferguson to accept recommendations of Kelley Young as Enge-Washington Intermediate School Principal; Deana Rand as Administrative Services Director; Cindy Ensminger as Instructional Services Director; Sue Waller as Student Services Director; Michael Milnes as Transportation Director/Integrated Pest Management (IPM) Coordinator; and Jennifer Lloyd as Food Service Director. Voting by show of hand: Angela Crane, Tom Sutton, Ronnie Ferguson, Tiffany Burleson and voting verbally: Bridgett Jackson-Tatum – yes, Aslone Foy – yes and Jud Hughes – yes. Motion carried.

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

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

Adjourned: 9:33 p.m.

Tom Sutton, Board President

Jud Hughes, Secretary

April 19, 2021
Date Approved

B. Budget Report and Amendments

	Estimated Revenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
199 / 1 GENERAL FUND	17,366,902.00	-446,321.91	-14,634,255.57	2,732,646.43	84.27%
211 / 0 TITLE I PART A	37,627.44	.00	-192,740.59	-155,113.15	512.23%
211 / 1 TITLE I, PART A	499,891.00	.00	-90,896.45	408,994.55	18.18%
224 / 0 IDEA B	47,469.88	.00	-55,253.25	-7,783.37	116.40%
224 / 1 IDEA - PART B, FORMULA	356,847.00	.00	-47,469.88	309,377.12	13.30%
225 / 0 IDEA B PRESCHOOL	1,359.00	.00	.00	1,359.00	.00%
225 / 1 IDEA - PART B, PRESCHOOL	7,427.00	.00	.00	7,427.00	.00%
240 / 1 FOOD SERVICE	899,571.00	-63,913.80	-423,600.63	475,970.37	47.09%
244 / 0 Perkins	835.00	.00	.00	835.00	.00%
244 / 1 CAREER & TECHNICAL	24,219.00	.00	.00	24,219.00	.00%
255 / 0 TITLE II	3,566.79	.00	-20,203.60	-16,636.81	566.44%
255 / 1 TITLE II, PART A	70,242.00	.00	-33,058.98	37,183.02	47.06%
265 / 0 ACE	25,805.02	.00	-7,275.00	18,530.02	28.19%
265 / 1 TITLE IV, PART B	100,000.00	.00	-16,807.79	83,192.21	16.81%
266 / 1 ESSER GRANT	361,723.00	.00	.00	361,723.00	.00%
270 / 0 TITLE VI	15,328.53	.00	-10,453.59	4,874.94	68.20%
270 / 1 TITLE VI, PART B	31,743.00	.00	.00	31,743.00	.00%
276 / 0 INSTRUCTIONAL CONTINUITY	7,650.00	.00	.00	7,650.00	.00%
289 / 0 TITLE IV	12,068.91	.00	-10,148.34	1,920.57	84.09%
289 / 1 FEDERALLY FUNDED	33,080.00	.00	.00	33,080.00	.00%
410 / 1 TEXTBOOK	8,158.55	.00	-45,202.07	-37,043.52	554.05%
429 / 0 Safety	813.00	.00	-49,749.00	-48,936.00	6119.19%
511 / 1 DEBT SERVICE	3,250,337.00	-19,217.92	-2,989,109.25	261,227.75	91.96%
829 / 1 TRUST & AGENCY FUND	.00	-32.56	-2,208.42	-2,208.42	.00%
863 / 1 PAYROLL CLEARING	.00	-225.34	-1,780.68	-1,780.68	.00%
Total 5000 Revenues	22,599,703.12	-529,711.53	-18,406,673.09	4,193,030.03	81.45%
Total 7000 Revenues	562,961.00	.00	-223,540.00	339,421.00	39.71%
Total Revenues	23,162,664.12	-529,711.53	-18,630,213.09	4,532,451.03	121.15%

Goesbeck ISD

As of March

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 1 GENERAL FUND	-17,911,324.72	567,455.51	10,550,688.72	1,340,469.69	-6,793,180.49	58.91%
211 / 0 TITLE I PART A	-37,627.44	.00	37,627.44	.00	.00	100.00%
211 / 1 TITLE I, PART A	-499,891.00	575.00	234,614.29	30,741.67	-264,701.71	46.93%
224 / 0 IDEA B	-47,469.88	189.16	44,629.83	880.98	-2,650.89	94.02%
224 / 1 IDEA - PART B, FORMULA	-356,847.00	1,361.11	214,170.26	48,201.45	-141,315.63	60.02%
225 / 0 IDEA B PRESCHOOL	-1,359.00	.00	.00	.00	-1,359.00	-.00%
225 / 1 IDEA - PART B, PRESCHOOL	-7,427.00	.00	.00	.00	-7,427.00	-.00%
240 / 1 FOOD SERVICE	-899,571.00	133,701.52	548,445.40	127,428.82	-217,424.08	60.97%
244 / 0 Perkins	-835.00	.00	835.00	.00	.00	100.00%
244 / 1 CAREER & TECHNICAL	-24,219.00	7,402.50	10,421.41	2,331.41	-6,395.09	43.03%
255 / 0 TITLE II	-3,566.79	.00	3,540.00	.00	-26.79	99.25%
255 / 1 TITLE II, PART A	-70,242.00	3,000.00	36,836.30	125.00	-30,405.70	52.44%
265 / 0 ACE	-25,805.02	.00	7,275.00	.00	-18,530.02	28.19%
265 / 1 TITLE IV, PART B	-100,000.00	392.99	27,386.55	4,635.66	-72,220.46	27.39%
266 / 1 ESSER GRANT	-361,723.00	.00	366,262.20	.00	4,539.20	101.25%
270 / 0 TITLE VI	-15,328.53	.00	843.93	.00	-14,484.60	5.51%
270 / 1 TITLE VI, PART B	-31,743.00	1,650.00	6,144.21	682.00	-23,948.79	19.36%
276 / 0 INSTRUCTIONAL CONTINUITY	-7,650.00	7,650.00	.00	.00	.00	-.00%
276 / 1 INSTRUCTIONAL CONTINUITY	.00	.00	.00	.00	.00	.00%
289 / 0 TITLE IV	-12,068.91	.00	.00	.00	-12,068.91	-.00%
289 / 1 FEDERALLY FUNDED	-33,080.00	.00	14,093.38	.00	-18,986.62	42.60%
410 / 1 TEXTBOOK	-8,158.55	.00	8,141.00	.00	-17.55	99.78%
429 / 0 Safety	-813.00	.00	.00	.00	-813.00	-.00%
461 / 1 CAMPUS ACTIVITY	.00	.00	.00	.00	.00	.00%
511 / 1 DEBT SERVICE	-3,250,337.00	.00	2,365,464.14	.00	-884,872.86	72.78%
619 / 1 CAPITAL PROJECTS	-132,835.99	.00	132,835.99	.00	.00	100.00%
829 / 1 TRUST & AGENCY FUND	.00	.00	3,643.77	500.00	3,643.77	.00%
Total 6000 Expenditures	-23,676,961.83	723,377.79	14,613,898.82	1,555,996.68	-8,339,685.22	61.72%
Total 8000 Expenditures	-162,961.00	.00	.00	.00	-162,961.00	-.00%
Total Expenditures	-23,839,922.83	723,377.79	14,613,898.82	1,555,996.68	-8,502,646.22	61.72%

End of Report

C. TREA Legal Services Program Agreement Renewal



March 4, 2021

Via First Class Mail

Dr. James Cowley
Superintendent of Schools
Groesbeck Independent School District
1202 N. Ellis
Groesbeck, Texas 76642-0559

Re: Annual TREA Legal Services Program Agreement

Dear Dr. Cowley:

Congratulations on your decision to participate in the Texas Rural Education Association (TREA). As an added benefit to TREA membership, Powell Law Group, LLP has waived its annual retainer fee for TREA member school districts.

As a part of this program, we offer 3 hours of **free legal consultations** on topics such as 313 agreements, special education concerns, employment contracts, student discipline, employee reprimands and dismissals, sexual harassment complaints, grievance procedures, Public Information Act requests, governmental relations, and a host of other topics. You will only be billed if one of our attorneys must research, write, or do additional work outside of providing advice over the phone.

Participation in the program allows you to access our legal services at a reduced rate if needed. Powell Law Group understands budgets are tight. Therefore, our rate structures are some of the most competitive you will find. **As part of the Legal Services Retainer Agreement, clients will receive:**

- 3-hours of Board Training;
- Digital newsletters – *Ed Clips* – sent electronically covering informative and useful topics in education;
- Client Alerts – sent electronically as needed covering “call to actions” when the legislature is meeting and any topic our clients need to know about quickly;
- Webinars and Audio Conferences. Over the course of the school year our firm offers webinars and audio conferences on pertinent subjects.
- Discounted rates on all additional legal services needed.
- Membership in the Texas Rural Broadband Coalition

Enclosed you will find a Legal Services Program Agreement. If your District chooses to participate, please sign and return the Agreement electronically or by mail by May 3, 2021.

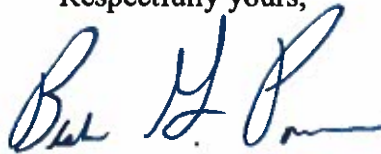
We have enclosed an updated Conflict of Interest Questionnaire (Texas Ethics Commission Form CIQ). We are standing by and ready to comply with the new disclosure requirements required by Section 2252.908 of the Government Code. Please provide a new contract number so that we may submit the necessary information online to ensure that both the District and our firm are in compliance.

In addition, you will also find more information on Texas Rural Broadband Coalition (TRBC) along with a resolution from TRBC for your Board to consider regarding broadband service and a QR code with a survey link so that TRBC can better understand your internet needs. Once your Board passes the resolution, please provide our office with a copy.

We hope you see the value in signing this agreement and return it promptly so we may serve your legal needs. At Powell Law Group, our clients come first. We will work to earn your trust every day.

With best regards, I am

Respectfully yours,

A handwritten signature in blue ink, appearing to read "Blake G. Powell". The signature is fluid and cursive, with the first name "Blake" being the most prominent.

Blake G. Powell
For the Firm



Austin
Houston
Dallas
Waco
Tyler
Corpus Christi

2021-2022 TREA Legal Services Program Agreement

In accordance with Board Policy BDD(LOCAL), the undersigned (“Client”) retains the law firm of Powell Law Group, LLP (“Firm”) to serve as the Client’s general legal counsel and attorney in matters requiring legal services, as requested by Client. Services to be performed and compensation to be paid by the Client are set forth in this Legal Services Program Agreement (“Agreement”) between the Client and the Firm.

Legal Services – By joining the Texas Rural Education Association (“TREA”), members may participate in the Firm’s Legal Services Program and receive the following legal services:

- Prompt access to a school attorney (including access after-hours);
- Toll-free telephone access (800-494-1971) and after-hours access to attorneys;
- Electronic *EdClips!* and *Client Alerts*;
- Firm publications, webinars, and video conference meetings and training provided at a discounted rate;
- Up to **6 hours of Board Training**: The Firm offers this training via TEA-approved video conference if desired. Presently, TEA permits us to offer training on evaluating and improving student outcomes and incorporates an additional 3 hours of team building credit--if the entire board participates. Training provided in-person or via videoconference by TEA- authorized and registered providers;
- Teacher/SPED/Administrator/Other trainings are available at a reduced rate;
- All requested legal services at the Firm’s reduced TREA LSP member hourly rate;
- Insurance audit evaluating all existing insurance coverage upon request of Client; and,
- General and special education counsel legal services.

Additional Transaction Services

- The Firm routinely serves as legal counsel to school districts in connection with 313 Economic Development Agreements. Legal fees are paid from the application fee.
- Government relation services are offered under individual government relations or coalition agreements.
- The Firm is a leading public finance firm recognized by the *Bond Buyer’s Municipal Market Place (Red Book)* and performs bond counsel services at the Client’s request. Bond counsel services are provided through bond counsel agreements. Cost and fees are paid as a part of cost of issuance.

Client shall receive prompt responses to all legal inquiries. The Firm responds to any “question calls” (that is, telephone consultation of a routine nature that requires no research or drafting effort and that is not part of an ongoing legal matter) at no charge. This Agreement includes the Firm’s publications and training components, which the Firm provides at no cost. The Firm regularly publishes *EdClips!* on subjects of interest to school administrators. Client will receive, upon request, a board training session for up to three hours. Training and resource materials are generated for each training session and presented in a format that Client may distribute.

Annual Retainer and Hourly Fees – Client agrees to an annual TREA membership fee for participation in the Firm’s Legal Services Program for the 2021-2022 School Year. (*Firm’s annual retainer is waived for TREA member districts*). All requested legal services shall be provided at the Firm’s reduced LSP member rate.

Monthly Statements – The Firm maintains daily time records in 1/10 hourly increments. Monthly invoices identify the person performing the work, describe the legal work performed, and record the time expended on each task. Invoices provide separate totals for services and expenses, followed by a combined total of services and costs. Fees and expenses are due and payable within thirty days after the date of billing.

Expenses – As part of the computation of legal fees, the following costs are billed at the amount incurred by the Firm: court costs, deposition costs, postage, filing fees, travel expenses, courier fees, consultant’s fees and other professional fees incurred on Client’s behalf (including specialized counsel), and other disbursements. Expenses are included separately within each invoice. (*See Schedule of Fees and Expenses*).

Of Counsel – Client understands that attorneys may serve the Firm in an Of Counsel relationship. Client consents to the involvement of attorneys in an Of Counsel relationship to the Firm and understands that these individuals may be involved from time to time in the delivery of the Firm’s legal services.

Insurance Defense – Client shall make every effort to require its insurance carrier to assign its litigation cases to the Firm. Client agrees that any costs or time incurred by the Firm on litigation, but not paid by Client’s insurer(s), shall be borne by Client.

Termination and Withdrawal – This Agreement may terminate and the Firm may withdraw from Client’s representation at any time if:

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

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

CLIENT UNDERSTANDS THAT THE FIRM HAS MADE NO REPRESENTATION CONCERNING THE SUCCESSFUL OUTCOME OF ANY LEGAL ACTION THAT IS OR MAY BE FILED, AND HAS NOT GUARANTEED THAT THE FIRM WILL OBTAIN REIMBURSEMENT TO CLIENT OF ANY OF THE FEES, COSTS, AND/OR EXPENSES INCURRED BY CLIENT IN THE PROSECUTION OR DEFENSE OF SAID CLAIM OR CLAIMS. CLIENT FURTHER EXPRESSLY ACKNOWLEDGES THAT ALL STATEMENTS OF ATTORNEY ON THESE MATTERS ARE STATEMENTS OF OPINION ONLY.



Austin
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Corpus Christi

Confidentiality – Conversations between an attorney and a client are protected by law and by the disciplinary rules to which attorneys are subject. No attorney can be compelled to reveal anything that a client says to him or her, except in instances where a person's life may be endangered or as prescribed by section 261.101 of the Texas Family Code regarding child abuse. The reason for this protection is that the experience of many hundreds of years has proved that the interests of the client are best served when the client's attorneys are fully informed of *all* the facts well in advance of any possible contest.

Electronic Mail – The Firm will attempt to promptly check for and respond to any e-mail correspondence from Client. Client understands that e-mail correspondence is not as secure as mail through the Postal Service and that e-mail can be intercepted by third parties. By the sending of an e-mail to the Firm, Client consents to the Firm responding and using e-mail in the future to communicate with Client and Client bears all risks of the loss of privacy that may occur with e-mail communication and releases the Firm from any liability for loss of privacy.

Information and Communication – The Firm pledges to do its best to keep Client advised on how any legal matter is progressing, based on information received from the court, opposing party, and from Client. The Firm routinely sends to Client copies of all pleadings, discovery, and correspondence for Client's information. Day-to-day communication between Client and the Firm is typically between the Superintendent (and appropriate administrative staff) and the Firm. The LSP Response Form below invites the Superintendent to identify specific staff members, if desired, who are authorized to access the services of the Firm. In accordance with this written Agreement and Board Policy BDD(LOCAL), individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when seeking advice or information from the District's legal counsel. A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.

Duty to Advise of Current Address – Client agrees to keep the Firm advised of any changes in address, all telephone numbers, and e-mail addresses.

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

Texas Lawyer's Creed – The Texas Supreme Court and the Texas Court of Criminal Appeals have adopted the Texas Lawyer's Creed as a mandate to the legal profession in Texas. The Creed requires Texas attorneys to advise clients of the contents of the Creed when undertaking to represent a client. A copy of the Texas Lawyer's Creed is attached to this Agreement for Client's review. Client understands that the Firm may do nothing which violates this Creed.

Notices to Client – The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of General Counsel will provide you with information about how to file a complaint. For more information, please call 1-800-932-1900. This is a toll-free call. In compliance with TEX. GOVT. CODE § 2270.002, the Firm hereby affirms that it has not and will not boycott Israel during the term of this Agreement and that it is not identified on a list prepared and maintained under TEX. GOVT. CODE §§ 806.051, 807.051, or 2252.153.



Texas Law – Texas law shall govern this Agreement. If any part or provision of this Agreement shall be held to be illegal, then such illegal provision shall be deleted, shall not affect any other part of this Agreement, and this Agreement shall be construed as if such illegal provision had never been contained herein.

Schedule of Fees and Expenses

Members of the Firm’s Legal Services Program receive a reduced hourly fee for services from the Firm’s attorneys, as well as “question call” services at no cost to Client. The Firm has a sliding fee scale for attorneys, based upon the experience of the attorney. The maximum hourly rate for PLG attorney time is currently \$285.00 per hour (reduced from the full fee of \$375.00 per hour for non-LSP members). Fees may be charged for paralegal services or administrative services at a billing rate of \$100-\$130 per hour. The Firm reserves the right to increase its hourly rate during the term of this Agreement, particularly in the event of unanticipated increases in the costs of doing business, but only after first providing Client with notice of the proposed change in rates, and permitting Client the opportunity to terminate the Agreement. The Firm charges attorney time on the following fee scale:

Partner/ of Counsel	\$285.00 per hour
Senior Associate	\$255.00 per hour
Junior Associate	\$225.00 per hour
Paralegal	\$130.00 per hour
Legal Assistant	\$100.00 per hour
Travel Time	½ the hourly rate

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

In-house photocopies:	\$0.25 per copy
Electronic Library Charges	\$95.00 per hour (not to exceed \$300/month)
Telicon	No charge
Bill Summaries	No charge
Outside photocopy services	At cost as billed by provider
Postage	At cost
Litigation expenses (consultants, expert witness, court reporter, graphic exhibits)	At cost
Mileage:	\$0.56/mile (or current IRS rate)
Travel/Lodging	At cost
Courier Services	At cost



Austin
Houston
Dallas
Waco
Tyler
Corpus Christi

A handwritten signature in cursive script, appearing to read 'Blake G. Powell', written over a horizontal line.

Blake G. Powell, Partner

Powell Law Group, LLP.

A handwritten signature in cursive script, appearing to read 'Jay Youngblood', written over a horizontal line.

Jay Youngblood, Partner

Powell Law Group, LLP.

EXECUTED ON BEHALF OF THE LEGAL SERVICES PROGRAM MEMBER CLIENT BY:

Signature

Date

Printed Name: _____

Title: _____

Client Name: _____

Please return this form in the self-addressed stamped envelope along with the completed form below.

D. Quarterly Investment Report



Groesbeck Independent School District

Quarterly Investment Report

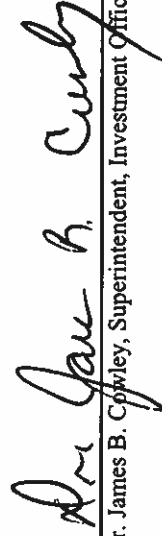
For the Quarter Ended

February 28, 2021

Prepared by

Valley View Consulting, L.L.C.

The investment portfolio of the Groesbeck Independent School District is in compliance with the Public Funds Investment Act and the District's Investment Policy.


Dr. James B. Cowley, Superintendent, Investment Officer

Disclaimer: These reports were compiled using information provided by Groesbeck Independent School District. No procedures were performed to test the accuracy or completeness of this information. The market values included in these reports were obtained by Valley View Consulting, L.L.C. from sources believed to be accurate and represent proprietary valuation. Due to market fluctuations these levels are not necessarily reflective of current liquidation values. Yield calculations are not determined using standard performance formulas, are not representative of total return yields and do not account for investment advisor fees.

Summary

Quarter End Results by Investment Category:

Asset Type	November 30, 2020			February 28, 2021		
	Book Value	Market Value	Ave. Yield	Book Value	Market Value	Ave. Yield
Pools/DDA/MMA	\$ 1,990,691	\$ 1,990,691	1.25%	\$ 11,810,259	\$ 11,810,259	1.25%
Securities/CDs	1,327,000	1,327,000	1.50%	742,000	742,000	1.50%
Totals	\$ 3,317,691	\$ 3,317,691		\$ 12,552,259	\$ 12,552,259	1.26%

Average Quarterly Yield (1)
Total Portfolio 1.26%

Average Quarter-End Yields - Fiscal YTD
Total Portfolio 1.25%

Rolling Three Month Treasury 0.07%
Rolling Six Month Treasury 0.10%
TexPool 0.04%

Rolling Three Month Treasury 0.09%
Rolling Six Month Treasury 0.11%
TexPool 0.08%

Interest Earnings (Approximate)
Quarter Interest Earnings \$25,633
Year-to-Date Interest Earnings \$67,712

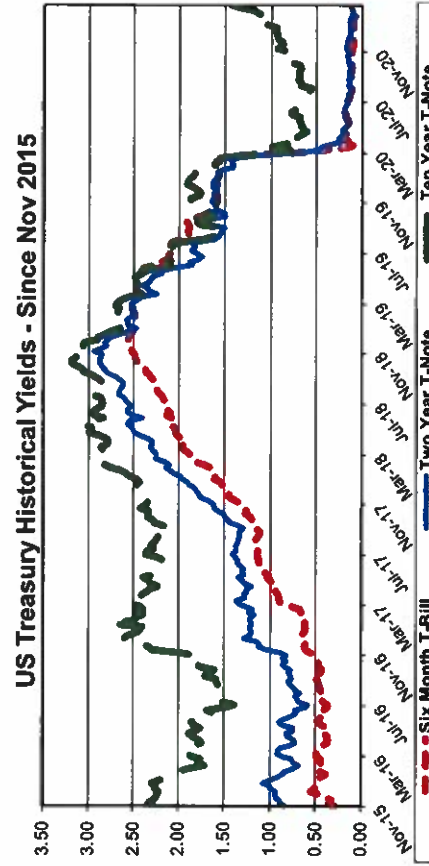
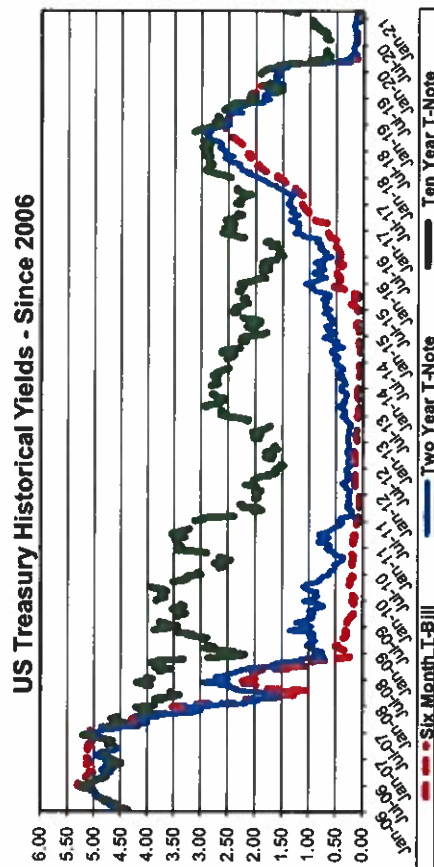
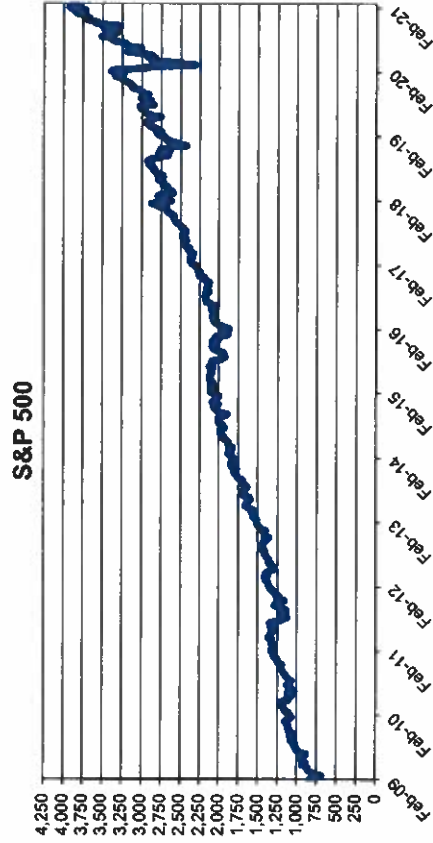
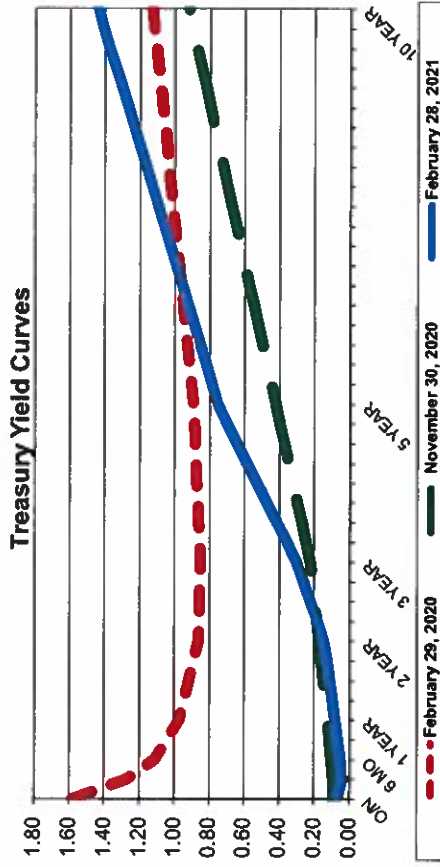
(1) **Average Quarter Yield** - calculated using quarter end report yields and adjusted book values; does not reflect a total return analysis, realized or unrealized gains/losses, or account for advisory fees. The yield for the reporting month is used for bank, pool, and money market balances.

(2) **Average Quarter-End Yields** - calculated using quarter end report yields and adjusted book values and does not reflect a total return analysis or account for advisory fees.

Economic Overview

2/28/2021

The Federal Open Market Committee (FOMC) maintained the Fed Funds target range at 0.00% to 0.25% (Effective Fed Funds are trading <0.10%), and projected that reduced rates could remain into 2023 or longer. Second estimate of Fourth Quarter GDP revised up slightly to +4.1%. Crude oil traded above \$60 per barrel. Employment/ Unemployment continues modest improvement, but Initial Jobless Claims remain erratic and elevated. The Stock Markets are still performing well. Housing, Industrial Production, Durable Goods, Consumer Spending, and other indicators showed solid gains. Additional individual stimulus checks, and other factors, helped the economy. The Yield Curve continued steepening on longer maturities.



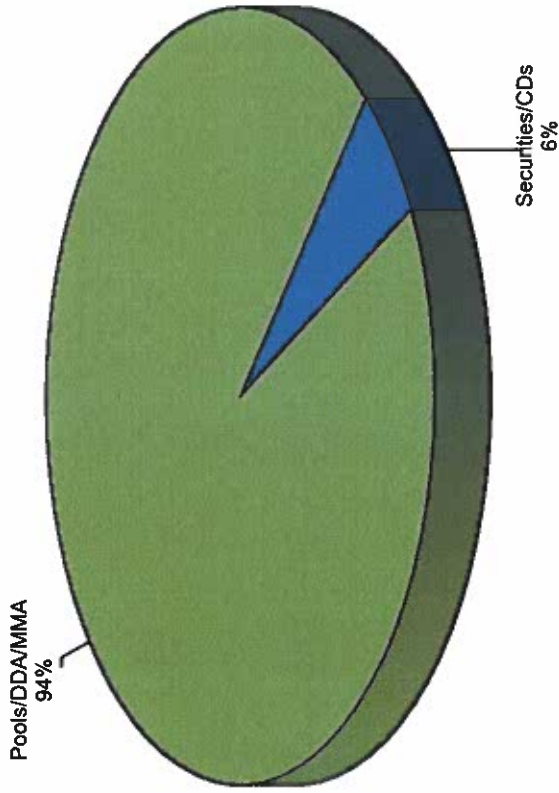
**Investment Holdings
February 28, 2021**

Description	Coupon/ Discount	Maturity Date	Settlement Date	Par Value	Purchase Price	Book Value	Market Price	Market Value	Life (days)	Yield
Citizen's State Bank InterBank	1.25%	03/01/21	02/28/21	\$11,785,244	1.00	\$11,785,244	1.00	\$ 11,785,244	1	1.25%
	0.25%	03/01/21	02/28/21	25,015	1.00	25,015	1.00	25,015	1	0.25%
Citizen's State Bank CD	1.21%	05/18/21	05/21/20	500,000	100.00	500,000	100.00	500,000	79	1.21%
Centex Citizen's CU CD	2.10%	05/19/21	11/22/19	242,000	100.00	242,000	100.00	242,000	80	2.10%
				<u>\$ 12,552,259</u>		<u>\$12,552,259</u>		<u>\$ 12,552,259</u>	<u>6</u>	<u>1.26%</u>
									(1)	(2)

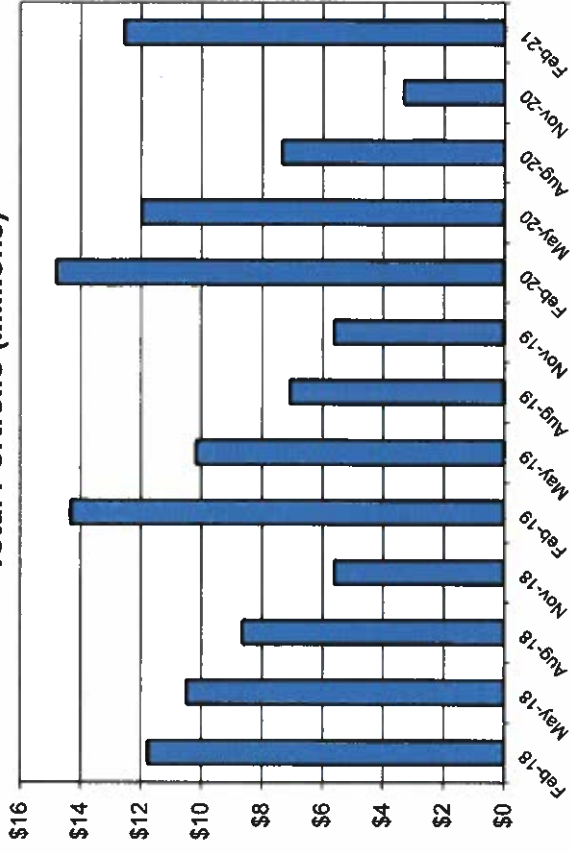
(1) **Weighted average life** - For purposes of calculating weighted average life, Bank Deposit, Local Government Investment Pool, and Money Market Mutual Fund investments are assumed to have a one day maturity.

(2) **Weighted average yield to maturity** - For purposes of calculating weighted average yield to maturity, realized and unrealized gains/losses, and Investment Advisor fees are not considered.

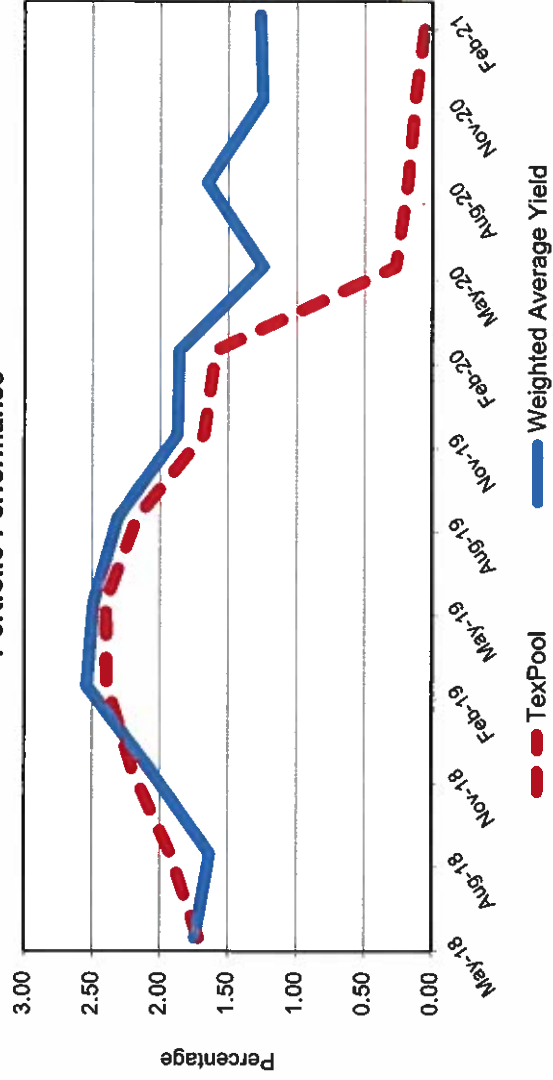
Portfolio Composition



Total Portfolio (Millions)



Portfolio Performance



Book & Market Value Comparison

Issuer/Description	Yield	Maturity Date	Book Value 11/30/20	Increases	Decreases	Book Value 02/28/21	Market Value 11/30/20	Change in Market Value	Market Value 02/28/21
Citizen's State Bank	1.25%	03/01/21	\$ 1,965,381	\$ 9,819,863	\$ -	\$ 11,785,244	\$ 1,965,381	\$ 9,819,863	\$ 11,785,244
TexPool	0.04%	03/01/21	-	-	-	-	-	-	-
InterBank	0.25%	03/01/21	25,311	-	(295)	25,015	25,311	(295)	25,015
Citizen's State Bank CD	0.95%	12/01/20	400,000	-	(400,000)	-	400,000	(400,000)	-
Citizen's State Bank CD	0.95%	02/01/21	185,000	-	(185,000)	-	185,000	(185,000)	-
Citizen's State Bank CD	1.21%	05/18/21	500,000	-	-	500,000	500,000	-	500,000
Centex Citizen's CU CD	2.10%	05/19/21	242,000	-	-	242,000	242,000	-	242,000
TOTAL / AVERAGE	1.26%		\$ 3,317,691	\$ 9,819,863	\$ (585,295)	\$ 12,552,259	\$ 3,317,691	\$ 9,234,568	\$ 12,552,259

**Book & Market Value Allocated by Fund
February 28, 2021**

	Description/ Maturity	Total	General Operating	Activity Fund	Payroll Clearing	Scholarship Trust
Citizen's State Bank InterBank	Checking Cash Mgt	\$11,785,244 25,015	\$11,586,669 25,015	\$ 77,369	\$ 115,045	\$ 6,161
Citizen's State Bank CD	05/18/21	500,000	500,000	-	-	-
Centex Citizen's CU CD	05/19/21	242,000	242,000	-	-	-
		\$12,552,259	\$12,353,684	\$ 77,369	\$ 115,045	\$ 6,161

**Book & Market Value Allocated by Fund
November 30, 2020**

	Description/ Maturity	Total	General Operating	Activity Fund	Payroll Clearing	Scholarship Trust
Citizen's State Bank InterBank	Checking Cash Mgt	\$ 1,965,381 25,311	\$ 1,793,099 25,311	\$ 95,132 -	\$ 70,087 -	\$ 7,063 -
Citizen's State Bank CD	12/01/20	400,000	400,000	-	-	-
Citizen's State Bank CD	02/01/21	185,000	185,000	-	-	-
Citizen's State Bank CD	05/18/21	500,000	500,000	-	-	-
Centex Citizen's CU CD	05/19/21	242,000	242,000	-	-	-
		\$ 3,317,691	\$ 3,145,410	\$ 95,132	\$ 70,087	\$ 7,063

E. New Allotment and TEKS Certification

NOTE: This template is for planning purposes only, and will not be submitted to the Texas Education Agency. Please submit your responses using this form:
<https://app.smartsheet.com/b/form/bf5755712b724621a1ae5c78c80e2f4c>

First and Last Name: Dr. Diana Freeman
 E-mail: diana.freeman@groesbeckisd.net
 District Name: Groesbeck ISD
 County District Number: 147902

Certification of Math Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for math?	What implementation approach does your district take for math materials?	Notes
Grades K-5 Grades 6-8 Grades 9-12	Eureka Math TEKS Edition (Texas Home Learning) Carnegie Learning Texas Math Solutions (Texas Home Learning) HMH Algebra 1 Texas (Houghton Mifflin Harcourt Depository)	Adopt a curriculum product and follow scope and sequence as designed in the product	All school leaders required to implement district's approach	Grades 9-12 use HMH materials

Certification of RLA Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for RLA?	What implementation approach does your district take for RLA materials?	Notes
Grades K-2 Grades 3-5 Grades 6-8 Grades 9-12	Collaborative Literacy (Center for the Collaborative Classroom) Collaborative Literacy (Center for the Collaborative Classroom) ThinkCERCA, Texas Edition (ThinkCERCA) Locally Developed Materials	Adopt a curriculum product and follow scope and sequence as designed in the product	All school leaders required to implement district's approach	

Certification of Science Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for science?	What implementation approach does your district take for science materials?	Notes
Grades K-5 Grades 6-8 Grade 9-12	PhD Science TEKS Edition (Great Minds, Texas Home Learning) TEKS Resource Systems (TRS) TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	All school leaders required to implement district's approach	

Certification of Social Studies Instructional Materials				
	Product(s) you plan to use for Tier 1 instruction to cover 100% of standards in school year 2021-22. List all that apply.	What is your district's approach to covering 100% of the standards for social studies?	What implementation approach does your district take for social studies materials?	Notes
Grades K-5 Grades 6-8 Grades 9-12	Texas Studies Weekly (Studies Weekly, Inc.) TEKS Resource System (TRS) TEKS Resource System (TRS)	Adopt TEKS Resource System (TRS) and align purchased materials to TRS scope and sequence	All school leaders required to implement district's approach	

F. Donation(s)

XVI. EXECUTIVE SESSION

A. Review of Employment for Enge-Washington
Intermediate School Assistant Principal (Tex.
Gov't 551.074)

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

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

D. Deliberation Regarding Personnel - Teachers and
Other Staff Contracts (Tex. Gov't 551.074)

XVII. RECONVENE IN OPEN MEETING

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

A. Recommendation for Employment of Enge-Washington
Intermediate School Assistant Principal

B. Recommendation for Employment

I. Other Personnel Positions as Needed

C. Personnel Resignations, Leave of Absences, or
Reassignments

D. Action on Teachers and Other Staff Contracts

**XIX. BOARD MEMBER COMMENTS, REPORTS, AND
DISCUSSION**

XX. ADJOURNMENT

Board Secretary