

## **Regular Meeting**

Monday, July 17, 2023 6:00 PM

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

### **I. CALL TO ORDER**

### **II. INVOCATION**

### **III. PLEDGES TO THE FLAGS**

### **IV. REVIEW DISTRICT MISSION STATEMENT**

### **V. PUBLIC COMMENT (Agenda/Non-Agenda Items)      **Presenter:** Aslone Foy**

### **VI. PRESENTATION FROM IDEAL IMPACT      **Presenter:** Ideal Impact Representatives**

### **VII. CONSIDER AND APPROVE CONSENT AGENDA ITEMS**

#### **VII.A.      Minutes of Previous Board Meeting**

**Regular Board Meeting  
MINUTES  
05/15/2023  
6:00 p.m.**

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

Others: Anthony Figueroa, Teresa Battrick, Jim Longbotham, Stephen Bradley, Jason Milstead, Cindy Ensminger, Sue Waller, Deana Rand, Evan Ditmore, Jackie Ancelet, Kimberly Carter, Kelley Young, Bonnie Bomar, Jerry Bomar, Nancy Sutton, Colleen Longbotham, Kayla Milstead, Lauren Spencer, Chris Rand, Warren Anglin, Martha Longbotham, Cliff, Rampy, Brandi Urban, Alex Cannon, Traci Killingsworth, Dominique Brantley, and a few students who participate in the ACE Program.

Tom Sutton called the meeting to order at 6:02 p.m.

Jim Longbotham led the Invocation.

Bridgett Jackson-Tatum led the Pledge of Allegiance.

Aslone Foy led the Pledge to the Texas Flag.

Tom Sutton read the District Mission Statement.

Anthony Figueroa read the results of the General Election conducted Saturday, May 6, 2023. Motion by Aslone, second by Angela Crane, to approve the canvass of returns and approve the Order Declaring Results of the Groesbeck ISD Trustee Election on May 6, 2023, as presented. Motion carried unanimously.

CANDIDATE/POSITION	EARLY VOTING (BALLOT BY MAIL)	EARLY VOTING (PERSONAL APPEARANCE)	PROVISIONAL BALLOTS COUNTED	PROVISIONAL BALLOTS UNCOUNTED	EARLY VOTING TOTAL	PROVISIONAL BALLOTS COUNTED	ELECTION DAY TOTALS	EV & ED TOTALS
<b>At-Large</b>								
RONNIE FERGUSON	2	134	0	0	<b>136</b>	<b>0</b>	<b>150</b>	<b>286</b>
JIM LONGBOTHAM	8	325	0	0	<b>333</b>	<b>0</b>	<b>242</b>	<b>575</b>
STEPHEN M. BRADLEY	7	312	0	0	<b>319</b>	<b>0</b>	<b>233</b>	<b>552</b>

Tom Sutton stated that we have one board member, Jud Hughes, who has moved out of the district, and we need to appoint his replacement. (One year left on Unexpired Term.) Motion by Aslone Foy, second by Bridgett Jackson-Tatum, to appoint Jason Milstead. Motion carried unanimously.

Teresa Battrick swore in newly elected board members and appointed board members, Jim Longbotham, Stephen Bradley, and Jason Milstead.

Reorganization of the Board:

Anthony Figueroa opened nominations up for Board President. Bridgett Jackson-Tatum nominated Aslone Foy for Board President. Being no other nominations, nominations were closed. Aslone Foy is the Board President by acclamation.

Aslone Foy opened nominations up for Board Vice President. Stephen Bradley nominated Jim Longbotham for Board Vice President. Being no other nominations, nominations were closed. Jim Longbotham is the Board Vice President by acclamation.

Aslone Foy opened nominations up for Board Secretary. Angela Crane nominated Bridgett Jackson-Tatum for Board Secretary. Being no other nominations, nominations were closed. Bridgett Jackson-Tatum is the Board Secretary by acclamation.

The School Board picture was taken.

Student Recognition: Traci Killingsworth, Brandi Urban, and a few students who participated in the ACE Program presented information about the program.

There were no public comments.



**Special Board Meeting**  
**MINUTES**  
**06/16/2023**  
**9:30 a.m.**

Present: Aslone Foy, Tom Sutton, Jim Longbotham, Jason Milstead, Stephen Bradley, Bridgett Jackson-Tatum. Absent: Angela Crane.

Others: Anthony Figueroa, Teresa Battrick, Deana Rand.

Aslone Foy called the meeting to order at 6:36 a.m.

Anthony Figueroa presented information on auditor selection for efficiency audit. The recommendation is for our current district auditors. Motion by Stephen Bradley, second by Tom Sutton to approve the selection of Patillo, Brown & Hill, LLP for the efficiency audit. Motion carried unanimously.

Consent Agenda: Motion by Tom Sutton, second by Jason Milstead, to approve the consent agenda as presented. Motion carried unanimously.

A. Amendments

Entered Executive Session: 9:42 a.m.

Reconvened: 10:09 a.m.

Motion by Stephen Bradley, second by Jason Milstead, to approve the hire of Kristen Curry as the H. O. Whitehurst Principal. Motion carried unanimously.

Motion by Jason Milstead, second by Bridgett Jackson-Tatum, to adjourn. Motion carried

Adjourned: 10:10 p.m.

_____	_____	<u>July 17, 2023</u>
Aslone Foy, Board President	Bridgett Jackson-Tatum, Secretary	Date Approved

VII.B. Budget Report and Amendments

	<u>EstimatedRevenue (Budget)</u>	<u>Revenue Realized Current</u>	<u>Revenue Realized To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
199 / 3 GENERAL FUND	16,909,628.25	-421,839.59	-15,991,177.93	918,450.32	94.57%
211 / 3 TITLE I, PART A	462,999.00	-52,300.73	-441,816.14	21,182.86	95.42%
224 / 3 IDEA - PART B, FORMULA	381,440.00	-35,351.11	-336,234.00	45,206.00	88.15%
225 / 3 IDEA - PART B, PRESCHOOL	7,482.00	-223.00	-7,482.00	.00	100.00%
240 / 3 FOOD SERVICE	1,025,134.78	-116,039.93	-989,717.66	35,417.12	96.55%
244 / 3 CAREER & TECHNICAL	19,900.00	-5,084.69	-19,591.24	308.76	98.45%
255 / 3 TITLE II, PART A	73,571.00	-1,420.00	-36,345.96	37,225.04	49.40%
265 / 3 TITLE IV, PART B	100,000.00	-16,185.27	-62,187.48	37,812.52	62.19%
266 / 3 ESSER GRANT	.00	.00	.00	.00	.00%
270 / 3 TITLE VI, PART B	53,716.00	-8,885.05	-22,359.15	31,356.85	41.62%
276 / 3 INSTRUCTIONAL CONTINUITY	.00	.00	.00	.00	.00%
289 / 3 FEDERALLY FUNDED	43,885.00	.00	-9,200.00	34,685.00	20.96%
410 / 3 IMA/TEXTBOOK	1,333.24	.00	.00	1,333.24	.00%
429 / 3 STATE FUNDED	941,901.97	-42,732.00	-343,910.60	597,991.37	36.51%
511 / 3 DEBT SERVICE	3,091,411.00	-29,135.19	-3,219,067.27	-127,656.27	104.13%
829 / 3 TRUST & AGENCY FUND	.00	-.85	-8,397.89	-8,397.89	.00%
863 / 3 PAYROLL CLEARING	.00	.00	-55.39	-55.39	.00%
<b>Total 5000 Revenues</b>	<b>22,962,402.24</b>	<b>-729,197.41</b>	<b>-21,470,622.71</b>	<b>1,491,779.53</b>	<b>93.50%</b>
<b>Total 7000 Revenues</b>	<b>150,000.00</b>	<b>.00</b>	<b>-16,920.00</b>	<b>133,080.00</b>	<b>11.28%</b>
<b>Total Revenues</b>	<b>23,112,402.24</b>	<b>-729,197.41</b>	<b>-21,487,542.71</b>	<b>1,624,859.53</b>	<b>104.78%</b>

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
199 / 3 GENERAL FUND	-17,291,628.25	359,036.90	15,278,100.92	823,732.62	-1,654,490.43	88.36%
211 / 3 TITLE I, PART A	-462,999.00	.00	444,377.24	2,561.10	-18,621.76	95.98%
224 / 3 IDEA - PART B, FORMULA	-381,440.00	10,503.97	362,103.56	25,869.56	-8,832.47	94.93%
225 / 3 IDEA - PART B, PRESCHOOL	-7,482.00	.00	7,482.00	223.00	.00	100.00%
240 / 3 FOOD SERVICE	-1,025,134.78	19,362.22	860,516.15	18,039.31	-145,256.41	83.94%
244 / 3 CAREER & TECHNICAL	-19,900.00	.00	19,885.54	294.30	-14.46	99.93%
255 / 3 TITLE II, PART A	-73,571.00	4,322.50	50,526.52	14,180.56	-18,721.98	68.68%
265 / 3 TITLE IV, PART B	-100,000.00	265.93	79,265.11	5,765.60	-20,468.96	79.27%
266 / 3 ESSER GRANT	.00	.00	.00	.00	.00	.00%
270 / 3 TITLE VI, PART B	-53,716.00	.00	24,629.74	2,270.59	-29,086.26	45.85%
276 / 3 INSTRUCTIONAL CONTINUITY	.00	.00	.00	.00	.00	.00%
289 / 3 FEDERALLY FUNDED	-43,885.00	.00	11,700.00	2,500.00	-32,185.00	26.66%
410 / 3 IMA/TEXTBOOK	-1,333.24	.00	.00	.00	-1,333.24	-.00%
429 / 3 STATE FUNDED	-1,064,791.97	61,927.52	540,543.88	56,483.92	-462,320.57	50.77%
511 / 3 DEBT SERVICE	-4,250,669.00	.00	4,177,618.50	.00	-73,050.50	98.28%
829 / 3 TRUST & AGENCY FUND	.00	.00	5,300.63	3,252.63	5,300.63	.00%
<b>Total 6000 Expenditures</b>	<b>-24,626,550.24</b>	<b>455,419.04</b>	<b>21,862,049.79</b>	<b>955,173.19</b>	<b>-2,309,081.41</b>	<b>88.77%</b>
<b>Total 8000 Expenditures</b>	<b>-150,000.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>-150,000.00</b>	<b>-.00%</b>
<b>Total Expenditures</b>	<b>-24,776,550.24</b>	<b>455,419.04</b>	<b>21,862,049.79</b>	<b>955,173.19</b>	<b>-2,459,081.41</b>	<b>88.77%</b>

End of Report

**GROESBECK INDEPENDENT SCHOOL DISTRICT  
BUDGET CHANGE REQUEST**

DATE: June 27, 2023

FUND	FUNC	CLASS/ OBJ	SUB OBJ	ORG	YR	PIC	LC	PROJ	DESCRIPTION		INCREASE DECREASE	NEW BUDGET AMOUNT
199-00-5749-05-000-3-00-000									TAMU WORKBASED GRANT		+10,000.00	
199-11-6319-01-001-3-23-009									RED GOAT CAFE OPERATIONAL SUPPLIES		-8,000.00	
199-11-6499-01-001-3-23-009									RED GOAT CAFE MISC. OPERATING SUPPLIES		-2000.00	

Comments:

BUDGET AMENDMENT TO INCREASE REVENUE AND EXPENDITURES FROM TEXAS A&M WORK BASED GRANT TO BE USED FOR THE RED GOAT CAFE.

*Melinda Smith*

\_\_\_\_\_  
PRINCIPAL/DIRECTOR'S APPROVAL      DATE

\_\_\_\_\_  
SUPERINTENDENT'S APPROVAL      DATE

\_\_\_\_\_  
BOARD APPROVAL      DATE

## GROESBECK INDEPENDENT SCHOOL DISTRICT BUDGET CHANGE REQUEST

DATE: June 28, 2023

FUND	FUNC	CLASS/ OBJ	SUB OBJ	ORG	YR	PIC	LC	PROJ	DESCRIPTION	INCREASE DECREASE	NEW BUDGET AMOUNT
199-52	66629-00	104-3-99-000							SECURITY	-15,212	
199-52	66629-01	999-3-99-000							SECURITY	-56,605	
199-21	61XX-XX-XXX-3-XX-XXX								SALARIES	+17,605	
199-12	61XX-XX-XXX-3-XX-XXX								SALARIES	+10,000	
199-36	61XX-XX-XXX-3-XX-XXX								SALARIES	+44,212	
<p>Comments:</p> <p>BUDGET AMENDMENT TO COVER SALARIES IN VARIOUS FUNCTIONS TO COVER OVERAGES.</p> <p style="text-align: right;"><i>Malinda Smith</i></p>											

PRINCIPAL/DIRECTOR'S APPROVAL

DATE

SUPERINTENDENT'S APPROVAL

DATE

BOARD APPROVAL

DATE

VII.C. 2023-2024 Meal Prices

VII.D. 2023-2024 Brazos Valley Regional Day  
School Program for the Deaf Shared Services  
Arrangement

**2023-2024 BRAZOS VALLEY REGIONAL DAY SCHOOL  
PROGRAM FOR THE DEAF (BVRDSPD) SHARED SERVICES  
ARRANGEMENT**

ANDERSON-SHIRO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT, BRYAN INDEPENDENT SCHOOL DISTRICT, BREMOND INDEPENDENT SCHOOL DISTRICT, BRENHAM INDEPENDENT SCHOOL DISTRICT, BUCKHOLTS INDEPENDENT SCHOOL DISTRICT, BURTON INDEPENDENT SCHOOL DISTRICT, CALDWELL INDEPENDENT SCHOOL DISTRICT, CALVERT INDEPENDENT SCHOOL DISTRICT, CAMERON INDEPENDENT SCHOOL DISTRICT, CENTERVILLE INDEPENDENT SCHOOL DISTRICT, COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, DIME BOX INDEPENDENT SCHOOL DISTRICT, FRANKLIN INDEPENDENT SCHOOL DISTRICT, GAUSE INDEPENDENT SCHOOL DISTRICT, GROESBECK INDEPENDENT SCHOOL DISTRICT, HEARNE INDEPENDENT SCHOOL DISTRICT, HUNTSVILLE INDEPENDENT SCHOOL DISTRICT, IOLA INDEPENDENT SCHOOL DISTRICT, LEON INDEPENDENT SCHOOL DISTRICT, MADISONVILLE INDEPENDENT SCHOOL DISTRICT, MILANO INDEPENDENT SCHOOL DISTRICT, MUMFORD INDEPENDENT SCHOOL DISTRICT, NAVASOTA INDEPENDENT SCHOOL DISTRICT, NORMANGEE INDEPENDENT SCHOOL DISTRICT, NORTH ZULCH INDEPENDENT SCHOOL DISTRICT, RICHARDS INDEPENDENT SCHOOL DISTRICT, ROCKDALE INDEPENDENT SCHOOL DISTRICT, ROUND TOP/CARMINE INDEPENDENT SCHOOL DISTRICT, SNOOK INDEPENDENT SCHOOL DISTRICT, SOMERVILLE INDEPENDENT SCHOOL DISTRICT, and THORNDALE INDEPENDENT SCHOOL (“member districts:), hereby agree to cooperatively operate their special education programs for students who are deaf or hard of hearing as set forth herein under the authority of Education Code Sections 11.157 and 11.1511(c)(4) and Texas Government Code Section 791.001 et. seq., as the BRAZOS VALLEY REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF (“BVRDSPD”) as set out in this Brazos Valley Regional Day School Program for the Deaf Special Education Shared Services Arrangement (hereinafter “Agreement”). Member Districts agree that:

**1. General Covenants and Provisions**

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the member districts may provide for the efficient delivery of legally required special education and related services to students who are deaf or hard of hearing for the parties referenced herein. It is agreed and understood that any student who is deaf or hard of hearing the presence of which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the BVRDSPD, subject to the ARD committee recommendations.

It is further agreed that the BVRDSPD is not intended to serve a student whose primary, ongoing needs are related to a severe or profound emotional, behavioral or cognitive deficient, and not primarily deaf or hard of hearing. This provision shall not be construed as a requirement for the BVRDSPD to serve a student who presents with a disability which in addition to the disability of deaf or hard of hearing, requires services or programming that exceeds the deaf or hard of hearing programming. The BVRDSPD applies LRE standards when considering services for students who are deaf or hard of hearing.

To the extent practicable based on the availability of personnel, space and other resources, the BVRDSPD will collaborate with Member Districts concerning the needs of students who are deaf or hard of hearing. Such efforts to facilitate the purpose of this Agreement may include Bryan ISD and Member Districts entering into inter-local agreements to serve students who may not meet the qualifications under 1.1. Such agreements would be separate from this Agreement and require the mutual agreement of Bryan ISD and the Member District, in accordance with each District's local policies.

1.2 The member districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The BVRDSPD's administrative offices will be located in Bryan, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 et seq.; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§ 30.081 – 30.087 and the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the BVRDSPD operating procedures approved by the Management Board and Bryan ISD Operating procedures. Operating procedures inconsistent with the terms of this Agreement will be deemed null and void.

All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, IEP or Individualized Education Program, LEA or Local Education Agency, LRE or Least Restrictive Environment, Special Education, Evaluations, Deaf or Hard of Hearing, Eligibility Determinations, Educational Placements, Procedural Safeguards, SEA or State Education Agency, MOE or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and ARD or Admission, Review and Dismissal Committee.

BVRDSPD Deaf or Hard of Hearing Continuum includes the following: (1) DHH (Deaf and Hard of Hearing Consult). The student has a documented hearing loss under IDEA and

Brazos Valley Regional Day School Program for the Deaf  
and Hard of Hearing Shared Services Arrangement

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requires specially designed instruction. (For example, this student may need someone to consult with the teachers and attend ARD committee meetings, but does not need weekly/direct services by a teacher for the Deaf or Hard of Hearing.) (2) Itinerant (Babies 0 – 3). (For example, this student has a documented hearing loss under IDEA – Part C and is being served through early childhood intervention.) This student may need weekly services from a teacher of the Deaf or Hard of Hearing provided to the parents. (3) Itinerant (School Aged). (For example, this student is Deaf or Hard of Hearing under IDEA and requires specially designed instruction. The student may need weekly direct services from a teacher for the Deaf or Hard of Hearing to address unique communication, auditory, language and emotional needs.) (4) Site-based Programs. The student who attends the site-based program has a documented hearing loss under IDEA and requires specially designed instruction. (For example, this student needs daily direct services from a teacher for the Deaf or Hard of Hearing, access to sign language interpreting services and access to deaf peers to address unique communication, auditory, language and emotional needs.) (5) Texas School for the Deaf. The student who attends the Texas School for the Deaf has a documented hearing loss under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services of a teacher for the Deaf or Hard of Hearing and access to Deaf culture.) This can be a parent initiated placement or a district placement.

The term “enrolled” in this Agreement shall mean the Member District that submits PEIMS data to the TEA on behalf of the student.

1.5 Deaf or Hard of Hearing students not enrolled in the BVRDSPD who meet the eligibility requirements of deaf or hard of hearing, but whose hearing loss is not as severe as to prevent the processing of linguistic information to impede academic progress, shall not be enrolled in the BVRDSPD for direct services. In the event a student presents with eligibilities in addition to being deaf or hard of hearing, it is agreed and understood that the primary function of the BVRDSPD is to ensure that services are provided to address the deaf or hard of hearing students. With regard to consultation costs, related to private schools, any per pupil costs would fall on the District of residence. The BVRDSPD shall, upon written request to the BVRDSPD Supervisor, make available a certified teacher of the deaf or hard of hearing to be a member of the student’s ARD Committee. Additionally, upon written request to the BVRDSPD Supervisor, the BVRDSPD will make available personnel for consultation on a per pupil fee basis.

1.6 It is agreed the BVRDSPD is not responsible for services under Title II and the Americans with Disabilities Act.

1.7 The term SSA does not have any legal significance pertaining to Texas Education Code 29.007, which has been repealed. The term SSA throughout this document reflects the name of the Cooperative.

## **2. Management**

**2.1 The BVRDSPD Supervisor, on behalf of the fiscal agent, may purchase goods and services necessary to administer and operate the BVRDSPD. All non-consumable instructional materials shall be deemed property of the BVRDSPD when such supplies and materials are purchased with BVRDSPD funds.**

**2.2 The BVRDSPD will be governed by a management board (the "Management Board") comprised of the Superintendents or special education directors of the member districts or their designees as representatives of the boards of trustees of the Member Districts. Such Management Board will meet, at least annually, to review the Shared Services Arrangement and matters related to the BVRDSPD. The BVRDSPD Supervisor may call additional meetings as needed. Each Superintendent or their designee shall attend the regularly scheduled Board meetings.**

**2.3 The BVRDSPD Supervisor will serve as chairperson of the Management Board. The Management Board or Supervisor will select a secretary. The secretary on behalf of the Fiscal Agent will record, prepare and maintain minutes of each Management Board meeting. The Management Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the Management Board.**

**2.4 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Member Districts listed in this Agreement represented at the Management Board. A quorum is defined as a majority of all of the member districts of the BVRDSPD. It is agreed and understood that the Directors of Special Education Co-op Shared Services Arrangements may have delegated authority to vote on behalf of each Member District of the Co-op if such authority has been granted to the Director of the Special Education Co-op. The Supervisor has discretion to allow for votes to be submitted by written communication.**

**2.5 Should a Local Education Agency ("LEA") seek to become a member district of the BVRDSPD, a written request must be provided to the BVRDSPD Supervisor for Management Board consideration by the end of the fiscal year, but prior to the next school year in which they seek to join. Any legal fees incurred due to the reconfiguration will be assessed against the School District seeking to become a Member. It is further agreed that charter schools may be served on an independent contract basis for individual students enrolled in the charter. The BVRDSPD Supervisor will determine the fees and terms for such independent contracts.**

**2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from the authorized decision-making authority of each Member District.**

2.7 Any Member District which does not agree to the terms of this Shared Services Arrangement and does not properly execute this Agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the Interlocal contract without the necessity of further action by the remaining member districts, person, entity or agency. Disposition of property shall be governed by the withdrawal provision.

### **3. Personnel**

3.1 The chief administrator of the BVRDSPD will be the Bryan ISD BVRDSPD Supervisor. The BVRDSPD Supervisor shall be employed by the Fiscal Agent and be subject to the personnel policies of the Fiscal Agent. The Supervisor will make recommendations regarding programming, staffing, staff development, staff assignments and interpreter supports. Administrative decisions regarding operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the BVRDSPD Supervisor and do not require Management Board action; a) recruitment, interviewing and recommendation of employment of BVRDSPD personnel to the Fiscal Agent Board; b) purchasing of materials, approval of bills; and c) supervising, evaluating and recommending employment status of other BVRDSPD personnel. The BVRDSPD Supervisor may determine the location of services and assignment of staff. The budget is available for review by the Management Board.

3.2 For purposes of the Texas Public Information Act and the Local Government Records Act, the Special Education Director of each Member District/Co-op shall serve as deputy officers for public records for requests made on behalf of or related to students served by the BVRDSPD which are filed with the BVRDSPD. For students enrolled in the site-based programs, the Fiscal Agent will be responsible for responding to records requests pursuant to IDEA or FERPA, with assistance from the BVRDSPD Supervisor as needed. For students enrolled in itinerant programs, the district where the student is enrolled will be responsible for educational records request made pursuant to FERPA, IDEA and Texas Public Information Act.

3.3 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with the policies of the district with whom the employee has an employment relationship or contractual agreement.

3.4 BVRDSPD personnel, including teachers of the deaf or hard of hearing, BVRDSPD Supervisor, site-based program aide/interpreters, site-based program teachers of the deaf or hard of hearing students and BVRDSPD staff are employed by the Fiscal Agent as set forth herein. Such employees are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any Bryan ISD Board of Trustees policies. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of BVRDSPD personnel. The Fiscal Agent salary schedule applies to BVRDSPD personnel set forth herein.

3.5 In the event a site-based student requires in-home services, homebound, parent training, additional instructional staff, teacher, and interpreters for extracurricular programs, or interpreters or other supports for after school non-academic activities, UIL, clubs, after school tutoring, then the sending Member District (the Member District wherein student was previously enrolled prior to enrollment in the site-based program) will provide funding for these services. Interpreters will be provided by the BVRDSPD for full-time site-based students participating in after school non-academic activities, UIL, clubs, and after school tutoring. If support from a BVRDSPD staff member is needed as contemplated in this provision, then that will be billed to the sending district at the staff salary calculated at an hourly basis plus mileage or the contract rate. Additional costs will be assessed against a Member District where student resides when overtime costs are implicated.

3.6 In the event an itinerant student requires in-home services, parent training, additional instructional staff, teacher, and interpreters for extracurricular programs, or interpreters or other supports for after school non-academic activities, UIL, clubs, after school tutoring, then the Member District where the student is enrolled will provide funding for these services.

3.7 BVRDSPD personnel shall be evaluated by the Supervisor based on Bryan ISD policies and procedures.

#### **4. Fiscal Agent**

4.1 Bryan Independent School District shall serve as the Fiscal Agent. The Fiscal Agent, as a Member District, is subject to Member District responsibilities.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent will utilize an acceptable cost allocation method consistent with the *Financial Accountability System Resource Guide (FASRG)* Section 1.3, 1.4, Basis for Allocation of Costs of the Fiscal Agent). The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by Bryan ISD policies or procedures. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member District's failure to maintain its effort.

4.3 The Fiscal Agent is responsible for preparing the operational budget for the BVRDSPD. The Fiscal Agent will account for salaries and expenses of BVRDSPD personnel and BVRDSPD operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; Part C Funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. Member District per-pupil tuition calculations are based on the expenditures that exceed all the total state and federal allocations and the formula as determined by the Supervisor with input from the Board. It is agreed operating expenses include facilities use, utilities and other costs necessary to administer the BVRDSPD will be funded by Bryan ISD. If tuition needs to be increased as determined by Bryan ISD, the Management Board will be consulted prior to a final determination on increase.

4.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law or Bryan ISD policies or procedures.

4.5 The Supervisor or designee, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students with disabilities, including interpreters, in accordance with law and Fiscal Agent policies. It is agreed and understood that the Supervisor's negotiation power for these contracts is limited by the prevailing rates in the region. The Fiscal Agent shall request Americans with Disabilities Act (ADA) and FERPA compliance by each service provider.

4.6 The Fiscal Agent must notify, in writing, the Member Districts of any intention to withdraw as Fiscal Agent of the BVRDSPD 12 months prior to the date consistent with the end of the Fiscal year. After a satisfactory independent audit of the BVRDSPD's accounts, the transfer of Fiscal Agent status will become effective July 1.

4.7 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a Member District as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, if any, including a change in Fiscal Agent. However, a Member District, if so elected by the Management Board to serve as the new Fiscal Agent, is not required to serve as Fiscal Agent.

4.8 Each Member District shall be responsible for submitting PEIMS. The Fiscal Agent, by reporting PEIMS data on students receiving services at site-based programs, is responsible for the provision of FAPE and accountability and will be deemed the LEA. For students receiving services through the itinerant program, PEIMS will be reported by the district of enrollment and that Member District will be the LEA and responsible for FAPE and accountability.

4.9 The Fiscal Agent determines the location of site-based programs within the boundaries of the Fiscal Agent district.

## **5. Member Districts' General Obligations**

5.1 Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds. It is further agreed that the Districts will be billed two times per year for any amounts that exceed Federal and State Deaf funds. It is agreed that Member Districts which have a student receiving services from the BVRDSPD site-based or itinerant teacher program will be billed for the total tuition amount for that student. Tuition for a student that moves between Member Districts during the school year will be (prorated) between Member Districts where the student has resided. Each Member will be billed for the tuition for each student. Tuition will be calculated for each semester. Any student that receives services after the mid-point date of the semester, then a prorated amount will be assessed as half of the semester tuition costs.

5.2 Except as otherwise provided herein, each Member District where the student is enrolled will be liable for any costs associated with its residentially-placed students pursuant to 19 T.A.C. §89.61. Any residential applications flow through the sending Member District. Students seeking enrollment in an Residential Treatment Center will be withdrawn from BVRDSPD and the Member Districts of residence will follow the application process pursuant to 19 TAC 89.61 and will be the LEA for that student.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the BVRDSPD operations. Member Districts where a student receives services are responsible for maintaining student eligibility folders.

5.4 Member Districts shall provide suitable and sufficient classroom space to accommodate students receiving itinerant services.

5.5 A Member District may withdraw from the BVRDSPD by providing the Fiscal Agent written notice of its proposed action no later than twelve (12) months prior to withdrawal. The Member District retains responsibility of ensuring all withdrawal requirements are met. The withdrawing Member District shall return to the BVRDSPD any supplies, equipment, or fixtures in its possession that were purchased with BVRDSPD funds, prior to or of the year of withdrawal. The member districts further agree that any uncommitted surplus funds or any other funds whether specifically defined herein or not, after full satisfaction of all charges and liabilities, remaining in the BVRDSPD's operating fund shall remain with the BVRDSPD. Additionally, a withdrawing member district shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations up to an amount not to exceed \$10,000.00. In the event during the term of this Agreement that the Texas Education Agency issues any notice requirements for a reconfiguration the SSA will follow any guidance that is binding.

5.6 Except as otherwise provided herein, Member Districts are ultimately responsible for the education of all students who are deaf or hard of hearing within its district boundaries whether the child is served in the local program, site-based program, BVRDSPD, or other placements. It is agreed that Member Districts are responsible for interpreters at Member District's location for students, not site-base programs. For students being served at the BVRDSPD site-based programs, the BVRDSPD will provide the following services:

Related services include, but not limited to:

- Audiology services
- School health services
- Counseling services
- Medical services (only to diagnose or evaluate a student's disability)
- Speech-Language therapy
- Occupational therapy
- Orientation and mobility services

**Parent counseling and training  
Physical therapy  
Psychological services  
Recreation  
Rehabilitation counseling services  
Interpreting services**

**The BVRDSPD does not fund services unless such are deemed educationally necessary by an ARD committee. For services provided outside the instructional day, the Member District where student resides is responsible.**

**It is agreed and understood that the sending District is responsible for any and all transportation.**

**BVRDSPD will provide direct and consultative Itinerant Deaf Education services for deaf and hard of hearing students attending Member District classes according to each student's ARD/IEP that may include, but not limited to:**

- Direct services include language development,**
- Vocabulary development and sign language support for students, interpreters, and educators**
- Consultative services include monitoring of student's use of auditory equipment,**
- Monitoring of student's progress and inclusion in mainstreamed general education classes,**
- Support and recommendations about deaf or hard of hearing students to educators, aides and interpreters.**

**The BVRDSPD will also provide the personnel certified in education of the deaf for ARD meetings when required.**

**5.7 For students enrolled in a site-based program, BVRDSPD shall be responsible for FM systems or other AT/AI equipment determined necessary by the ARD Committee. Personal hearing devices are the responsibility of the student. For a student receiving services in his or her home district, the Member District where the student resides is responsible for the purchase of all equipment set forth in this provision and deemed appropriate by an ARD committee. Any issues regarding hearing aids shall be addressed to the District where the student resides.**

5.8 Child Find is the responsibility of each Member District where the student resides including the initial evaluation to determine eligibility. The Member District is responsible for the initial placement through the ARD Committee process. The Member District is responsible for following referral procedures as set forth in the operating procedures. Member Districts shall send an ARD representative to the ARD Committee considering the educational needs of students who are deaf or hard of hearing from that Member District. The Member District representative shall inform the BVRDSPD of any changes in student location or status.

5.9 Each Member District agrees that prior to joining another RDSPD, the Member District will notify the BVRDSPD Supervisor twelve (12) months prior to joining.

5.10 The Member District where a student is enrolled is responsible for initial audiological assessments and for conducting the initial ARD meeting to determine eligibility and placement. BVRDSPD Deaf or Hard of Hearing teacher may participate in the evaluation or ARD Committee processes determined by the Supervisor. The Member District where a student resides is responsible for re-evaluations. BVRDSPD is responsible for conducting re-evaluation of students receiving services in the site-based programs.

## **6. Fiscal Practices**

6.1 The BVRDSPD will operate on a budget reviewed by the BVRDSPD Supervisor and Management Board. The budget will not be effectively adopted without the approval by the Bryan ISD Board of Trustees.

6.2 Administrative costs, including, but not limited to, all costs and salaries related to the Supervisor and other BVRDSPD personnel, interpreters, classroom aides, and Regional Day School office staff, Fiscal Agent operating expenses as well as any uncontrollable costs, incurred by the BVRDSPD, over and above the amount of state deaf and/or federal funds, shall be divided among the Member Districts based on the formula as set forth in 4.3.

6.3 Member Districts may be notified in writing when the estimated entitlement figures are known by the TEA regarding projected costs to be charged back to Member Districts and what the maximum total of their shared costs are estimated to be upon written request of Member District. It is agreed and understood that the projected costs set forth herein are an estimate and may increase based upon the needs of students which cannot be anticipated.

6.4 Except as otherwise provided herein, a Member District shall not be responsible for any costs associated with the BVRDSPD unless such Member District has a student receiving services from the BVRDSPD.

6.5 The BVRDSPD's accounts will be audited annually, as part of the Fiscal Agent's audit, by an outside audit firm. This is considered an administrative cost.

## **7. Dissolution**

7.1 Should there be a dissolution, any remaining assets, including equipment and supplies, remain with the Fiscal Agent.

7.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

## **8. Risk of Loss**

8.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

## **9. Transportation**

9.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

9.2 It is agreed that in the event a student's placement in the Texas School for the Deaf (TSD) is requested by a Member District, then any and all costs will be the responsibility of the Member District where the student resides.

## **10. Legal Responsibilities**

10.1 Except as otherwise provided herein, the member district wherein the student resides shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE").

10.2 Except as otherwise provided herein, the Member District wherein the student resides is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student.

10.3 The District wherein the Site-based Program is located will be deemed the Local Education Agency (LEA) for all students attending that program and shall therefore be responsible for the provision of a Free Appropriate Public Education (FAPE). In the event litigation arises under the IDEA, naming the district wherein the Site-based Program is located, as a party in a special education due process hearing or a lawsuit filed in Federal or State court, and such litigation involves a student who resides in another member district, but attends the Site-based Program,

then it is agreed that the students district of residence will reimburse the district wherein the Site-based Program is located for legal costs, court costs and attorney's fees resulting from litigation directly involving that student. Member Districts agree and acknowledge that the cost sharing contemplated in this provision is for an educational purpose and the furtherance of the SSA programs. Notwithstanding the above, it is agreed that such reimbursement set forth in this provision is not required, if the Fiscal Agent determines that an employee assigned to the Site-based Program was grossly negligent or engaged in sexual or physical abuse, any of which was the subject of the litigation brought against the Fiscal Agent. Grossly negligent is defined as: "an act or omission that objectively presents an extreme degree of risk as well as the actors subjective conscious indifference to the safety or welfare of others."

10.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship. Bryan ISD shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from its employees.

10.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

10.6 The Member Districts of this RDSPD Agreement and the Fiscal Agent agree to negotiate in good faith to resolve any dispute related to the contract that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resorting to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split between the Member Districts. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

## **11. The Agreement**

11.1. This Agreement will be signed annually. In the event this contract is revised or modified and a Member District refuses to execute the revised Agreement, then that Member District will not be deemed a party to this contract. In the event there is a dispute among the Member Districts regarding revisions or modifications to this Agreement, the Member District(s) electing not to agree to execute the modifications of the contract will not be parties to the Agreement and Section 11.2 shall control.

11.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the BVRDSPD and responsibilities under any prior agreement.

11.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

11.4 This Agreement is governed by the laws of the State of Texas.

11.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

11.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

11.7 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

11.8 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties.

11.9 It is agreed that the delivery or implication of any services referenced in this Agreement, is contingent upon the COVID-19 federal date for local closures, as well as any Federal, State or local closures.

Executed this 13th day of July, 2022.

**ANDERSON-SHIRO CONSOLIDATED INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**BRYAN INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**BREMOND INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**BRENHAM INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**BUCKHOLTS INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**BURTON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**CALDWELL INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**CALVERT INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**CAMERON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**CENTERVILLE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**DIME BOX INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**FRANKLIN INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**GAUSE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**GROESBECK INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**HEARNE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**HUNTSVILLE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**IOLA INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**LEON INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**MADISONVILLE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**MILANO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**MUMFORD INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**NAVASOTA INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**NORMANGEE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**NORTH ZULCH INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**RICHARDS INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**ROCKDALE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**ROUND TOP/CARMINE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**SNOOK INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**SOMERVILLE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**THORNDALE INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

**Exhibit D**  
**2023-2024 School Year**

**Annual BVRDSPD Tuition per Student**

**Site-Based Students \$8091**

**Itinerant Students \$7187**

**Parent/Infant \$7187**

**Consultation Students \$7187**

**Bryan ISD Students \$904 Site-Based Student fee – Itinerant Student fee = \$904 (Bryan ISD is providing funding for facilities use, including utilities, for all site-based programs.)**

VII.E. 2023-2024 T-TESS Appraisers

VII.F. Texas Education Agency (TEA) Waivers



VII.G. Kitchen Equipment Purchases








**Ship to:**  
H. O. Whitehurst Elementary  
76642

**From:**  
Restaurant Supply, LLC  
Trey Dismuke  
13031 U.S. Highway 19N  
Clearwater, FL 33764  
860-246-3333 xt. 141

Job Reference Number: 4371TD

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>CONVECTION OVEN, GAS</b>  Vulcan Model No. VC55GD Convection Oven, gas, double-deck, standard depth, solid state controls, electronic spark ignition, 5-hour timer with digital display enhancement, 150° to 500°F temperature range, (5) oven racks per deck, independently operated removable doors with windows, porcelain on steel interior, interior light, stainless steel front, top, & sides, 8" stainless steel legs, (2) 1/2 HP blower motors, (2) 50,000 BTU, NSF, CSA Star, CSA Flame, ENERGY STAR® 2 ea 1 year limited parts & labor warranty, standard 2 ea Gas type to be specified 2 ea (2) 120v/60/1-ph, 15.4 amps total, (2) cords with plugs, standard 2 ea Gas manifold piping included with stacking kit to provide single point gas connection Weight: 1556 lbs total	\$12,369.00	\$24,738.00
			<b>ITEM TOTAL:</b>	<b>\$24,738.00</b>
2	1 ea	<b>PASS-THRU HEATED CABINET</b>  Traulsen Model No. G14305P Dealer's Choice Hot Food Holding Cabinet, Pass-thru, one-section, microprocessor control with LED display, control side half-height stainless steel doors (hinged left), other side half-height stainless steel doors (hinged right), anodized aluminum sides & interior, (3) clear coated shelves (factory installed), 6" high casters, cUL, NSF 1 ea 3 year parts & labor warranty, standard 1 ea 208-230/115v/60/1-ph, 8.3 amps, NEMA L14-20P, standard Weight: 315 lbs total	\$8,235.29	\$8,235.29
			<b>ITEM TOTAL:</b>	<b>\$8,235.29</b>
3	1 ea	<b>RANGE, 60", 10 OPEN BURNERS</b>	\$4,907.70	\$4,907.70

Item	Qty	Description	Sell	Sell Total
	1 ea	Vulcan Model No. SX60-10BN SX Series Restaurant Range, natural gas, 60", (10) 28,000 BTU burners with lift-off burner heads, (2) standard ovens, stainless steel front, sides, backriser & high shelf, fully MIG welded frame, 6" adjustable legs, 340,000 BTU, ETL-Sanitation 1 year limited parts & labor warranty, standard Weight: 750 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$4,907.70</b>
4	3 kt	<b>SAFETY SYSTEM MOVEABLE GAS CONNECTOR</b> Dormont Manufacturing Model No. 1675KIT48 Packed 1 kt Dormont Blue Hose™ Moveable Gas Connector Kit, 3/4" inside dia., 48" long, covered with stainless steel braid, coated with blue antimicrobial PVC, (1) SnapFast® QD, (1) full port valve, (2) 90° elbows, coiled restraining cable with hardware, 180,000 BTU/hr minimum flow capacity, limited lifetime warranty Weight: 17.55 lbs total	\$201.25	\$603.75
				
			<b>ITEM TOTAL:</b>	<b>\$603.75</b>
5	1 ea	<b>PROOFER CABINET, MOBILE</b> EMPURA Model No. E-HPIC-6836 Empura Heated Proofer & Holding Cabinet, mobile, full height, fully insulated, (1) clear polycarbonate door, Empura Equipment Weight: 152 lbs total	\$1,949.00	\$1,949.00
				
			<b>ITEM TOTAL:</b>	<b>\$1,949.00</b>
6	2 ea	<b>CART, BUSSING UTILITY TRANSPORT, METAL WIRE</b> Metro Model No. 2SPN53DC SP Heavy Duty Utility Cart, standard unit, 36"W x 24"D x 39"H, (2) wire shelves, plastic split sleeves (2) one-piece handles, donut bumpers & 5" poly casters, chrome plated finish, NSF Weight: 96 lbs total	\$411.50	\$823.00
				
			<b>ITEM TOTAL:</b>	<b>\$823.00</b>
7	1 ea	<b>DISH CART / DOLLY</b> Metro Model No. SSD16 Polymer Dish & Tray Cart, side-load, 38-15/16" x 31-7/8" x 20", holds up to (60) dishes or (80) trays per column, recessed handles, vinyl dust/splash cover, 5" neoprene swivel casters (2 with brakes) polymer construction, Microban® antimicrobial product protection, NSF Weight: 82 lbs total	\$759.15	\$759.15
				
			<b>ITEM TOTAL:</b>	<b>\$759.15</b>

Merchandise	\$42,015.89
Freight	\$521.81
Total	\$42,537.70

Prices Good Until: 08/12/2023

**SALES TERMS AND CONDITIONS**

Restaurant Supply, LLC, 24 Maple St., Wethersfield, CT 06109 ("Seller"), and Buyer agree to the terms and conditions for the Sales Agreement listed below:

1. **ITEMS PURCHASED.** Seller agrees to sell, and Buyer agrees to buy equipment in accordance with these Terms and Conditions.
2. **PURCHASE PRICE.** The purchase price for the item(s) is clear listed on Seller's quote and/or sales offer. This price expressly excludes any taxes as detailed below or shipping charges unless clearly listed as a separate line item in the Seller's quote, sales offer, or contract with Buyer.
3. **PAYMENT OF TAXES.** Buyer agrees to pay all applicable taxes of every description, federal, state, county and municipal, that arise as a result of this sale, excluding income taxes.
4. **PAYMENT.** Prepayment is required at the time of order. Only qualified customers are eligible for purchase with a purchase order. Due to supply chain and long lead times, the invoice must be paid for the item received, not at the time the order is completed.
5. **WARRANTIES.** Unless there is an express warranty contained in the Seller's Quote, sales offer or contract with Buyer, the equipment is sold "AS IS." Buyer acknowledges that the Buyer will be given a reasonable opportunity to inspect the equipment upon delivery. Seller does not offer any express or implied warranties as to the equipment.
6. **DELIVERY.** Delivery is FOB Origin, unless otherwise provide. Seller will arrange payment for shipping with the carrier. Unless seller noted otherwise in provided quote. Charges will be prepaid and added to invoice. Buyer accepts responsibility for filing any and all claims with carriers for loss, damage, and delay. Risk of loss is upon Buyer once Seller delivers the Equipment to the carrier. Delivery times are estimates only and Seller shall not be liable for delays. Loss or damage should be noted on the freight bill and/or receipt. Buyer must notify and register concealed damage with the carrier within five (5) business days of receipt of shipment. Buyer must file all freight claims immediately and must confirm the claim to the carrier by a written or electronic communication. Seller is not responsible for Buyer's failure to file a timely claim with a carrier and Buyer waives any claims against Seller related to Buyer's failure to file a timely and proper freight claim. Seller shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.
7. **LIMITATION OF LIABILITY.** In all circumstances Seller's maximum liability is limited to the purchase price of the products sold. Seller shall not, under any circumstances, be liable upon a claim or action in contract, tort,

indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Seller be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Seller, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Seller shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Seller is apprised of the possibility of such claims for damages.

- 8. RETURNS.** Buyer is solely responsible for shipping any returned product to Seller. Buyer agrees to use only reputable carriers capable of providing proof of delivery. Buyer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Buyer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Seller's Return Procedure will be breached and Seller will reject the entire return or may choose to impose additional charges against the Buyer for replacement of the missing component. Seller will not refund to Buyer the original shipping charges and cannot accept collect or postage-due returns shipments. There is a 25% restocking fee will be charged on a non-defective returns. Custom fabricated items may not be returned.
- 9. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract: (a) The failure to make a required payment when payment is due; (b) The insolvency or bankruptcy of either party; and (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- 10. REMEDIES ON DEFAULT.** In the event that Seller shall bring any action, proceeding, or suit to enforce any of its rights under this Agreement and shall be entitled to judgment, then in such action, proceeding or suit Seller may recover reasonable expenses, including attorneys' fees, and the amount shall be included in such judgment. In the event that Seller has incurred any expenses and attorneys' fees in the enforcement, in good faith and in just cause, of any of its rights under this Agreement without having brought any action, proceeding or suit to so enforce any such right, then Seller may recover from Borrow and/or Guarantor any reasonable expenses so incurred, including attorneys' fees. BUYER EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL.
- 11. FORCE MAJEURE.** If performance of an agreement between the parties or any obligation under an agreement between the parties is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. **CONFIDENTIALITY**. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and these Terms and Conditions as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.
13. **ASSIGNMENT**. Neither party may assign or transfer the Seller's quote, sales offer, contract, etc. without prior written consent of the other party, which consent shall not be unreasonably withheld.
14. **ENTIRE CONTRACT**. The applicable Seller's quote, sales offer or contract and these Terms and Conditions represent the entire agreement of the parties regarding the subject matter of each individual transaction, and there are no other promises or conditions in any other agreement whether oral or written.
15. **MODIFICATION**. The applicable Seller's quote, sales offer or contract may only be modified or amended if the modification is made in writing and signed by both parties. Seller reserves the right to modify, amend or revise these Terms and Conditions as is necessary in the ordinary course of business without prior notice to Buyer.
16. **SEVERABILITY**. If any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER OF CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
18. **APPLICABLE LAW**. This Contract shall be governed by the laws of the State of CT.
19. **VENUE**. Buyer expressly agrees that any and all disputes shall exclusively be resolved by a court of competent jurisdiction in Hartford County, CT.
20. **TITLES**. The titles to the Paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.
21. **NOTICE TO OWNER**. If this transaction involves or is anyway related to the improvement of real property and Buyer is not the real property owner, Buyer will provide the name and contact information for the Property Owner prior to delivery or any work being performed. Seller will send a formal Notice to Owner to the Property Owner to protect Seller's right.




\*\*\*ANY APPLICABLE SALES TAX WILL BE ADDED IN CHECKOUT\*\*\*



**Ship to:**  
Enge-Washington Intermediate  
School  
76642

**From:**  
Restaurant Supply, LLC  
Trey Dismuke  
13031 U.S. Highway 19N  
Clearwater, FL 33764  
860-246-3333 xt. 141

Job Reference Number: 4372TD

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>PROOFER CABINET, MOBILE</b> EMPURA Model No. E-HPIC-6836 Empura Heated Proofer & Holding Cabinet, mobile, full height, fully insulated, (1) clear polycarbonate door, Empura Equipment	\$1,950.00	\$3,900.00
				
		Weight: 304 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$3,900.00</b>
6	2 ea	<b>CART, BUSSING UTILITY TRANSPORT, METAL WIRE</b> Metro Model No. 2SPN53DC SP Heavy Duty Utility Cart, standard unit, 36"W x 24"D x 39"H, (2) wire shelves, plastic split sleeves (2) one-piece handles, donut bumpers & 5" poly casters, chrome plated finish, NSF	\$411.50	\$823.00
				
		Weight: 96 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$823.00</b>
7	15 ea	<b>COMPARTMENT TRAY</b> Cambro Model No. PS1014416 Packed 24 ea Penny-Saver School Tray, 6-compartment, 10" x 14-1/2", rectangular, full portion, textured surface, scratch resistant, dishwasher safe, co-polymer, cranberry	\$4.28	\$64.20
				
		15 ea 2 year warranty Weight: 8.5 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$64.20</b>
			Merchandise	\$4,787.20
			Freight	\$507.37
			<b>Total</b>	<b>\$5,294.57</b>

Prices Good Until: 08/12/2023

**SALES TERMS AND CONDITIONS**

Restaurant Supply, LLC, 24 Maple St., Wethersfield, CT 06109 ("Seller"), and Buyer agree to the terms and conditions for the Sales Agreement listed below:

1. **ITEMS PURCHASED.** Seller agrees to sell, and Buyer agrees to buy equipment in accordance with these Terms and Conditions.
2. **PURCHASE PRICE.** The purchase price for the item(s) is clear listed on Seller's quote and/or sales offer. This price expressly excludes any taxes as detailed below or shipping charges unless clearly listed as a separate line item in the Seller's quote, sales offer, or contract with Buyer.
3. **PAYMENT OF TAXES.** Buyer agrees to pay all applicable taxes of every description, federal, state, county and municipal, that arise as a result of this sale, excluding income taxes.
4. **PAYMENT.** Prepayment is required at the time of order. Only qualified customers are eligible for purchase with a purchase order. Due to supply chain and long lead times, the invoice must be paid for the item received, not at the time the order is completed.
5. **WARRANTIES.** Unless there is an express warranty contained in the Seller's Quote, sales offer or contract with Buyer, the equipment is sold "AS IS." Buyer acknowledges that the Buyer will be given a reasonable opportunity to inspect the equipment upon delivery. Seller does not offer any express or implied warranties as to the equipment.
6. **DELIVERY.** Delivery is FOB Origin, unless otherwise provide. Seller will arrange payment for shipping with the carrier. Unless seller noted otherwise in provided quote. Charges will be prepaid and added to invoice. Buyer accepts responsibility for filing any and all claims with carriers for loss, damage, and delay. Risk of loss is upon Buyer once Seller delivers the Equipment to the carrier. Delivery times are estimates only and Seller shall not be liable for delays. Loss or damage should be noted on the freight bill and/or receipt. Buyer must notify and register concealed damage with the carrier within five (5) business days of receipt of shipment. Buyer must file all freight claims immediately and must confirm the claim to the carrier by a written or electronic communication. Seller is not responsible for Buyer's failure to file a timely claim with a carrier and Buyer waives any claims against Seller related to Buyer's failure to file a timely and proper freight claim. Seller shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.
7. **LIMITATION OF LIABILITY.** In all circumstances Seller's maximum liability is limited to the purchase price of the products sold. Seller shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Seller be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Seller, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Seller shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Seller is apprised of the possibility of such claims for damages.

- 8. RETURNS.** Buyer is solely responsible for shipping any returned product to Seller. Buyer agrees to use only reputable carriers capable of providing proof of delivery. Buyer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Buyer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Seller's Return Procedure will be breached and Seller will reject the entire return or may choose to impose additional charges against the Buyer for replacement of the missing component. Seller will not refund to Buyer the original shipping charges and cannot accept collect or postage-due returns shipments. There is a 25% restocking fee will be charged on a non-defective returns. Custom fabricated items may not be returned.
- 9. DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract: (a) The failure to make a required payment when payment is due; (b) The insolvency or bankruptcy of either party; and (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- 10. REMEDIES ON DEFAULT.** In the event that Seller shall bring any action, proceeding, or suit to enforce any of its rights under this Agreement and shall be entitled to judgment, then in such action, proceeding or suit Seller may recover reasonable expenses, including attorneys' fees, and the amount shall be included in such judgment. In the event that Seller has incurred any expenses and attorneys' fees in the enforcement, in good faith and in just cause, of any of its rights under this Agreement without having brought any action, proceeding or suit to so enforce any such right, then Seller may recover from Borrow and/or Guarantor any reasonable expenses so incurred, including attorneys' fees. BUYER EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL.
- 11. FORCE MAJEURE.** If performance of an agreement between the parties or any obligation under an agreement between the parties is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.
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\*\*\*ANY APPLICABLE SALES TAX WILL BE ADDED IN CHECKOUT\*\*\*






Ship to:  
Groesbeck Middle School

From:  
Restaurant Supply, LLC  
Trey Dismuke  
13031 U.S. Highway 19N  
Clearwater, FL 33764  
860-246-3333 xt. 141

Job Reference Number: 4373TD

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>PROOFER CABINET, MOBILE</b> EMPURA Model No. E-HPIC-6836 Empura Heated Proofer & Holding Cabinet, mobile, full height, fully insulated, (1) clear polycarbonate door, Empura Equipment	\$1,949.00	\$3,898.00
				
		Weight: 304 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$3,898.00</b>

Merchandise	\$3,898.00
Freight	\$325.33
<b>Total</b>	<b>\$4,223.33</b>

Prices Good Until: 08/12/2023

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the time the order is completed.

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\*\*\*ANY APPLICABLE SALES TAX WILL BE ADDED IN CHECKOUT\*\*\*



Restaurant Supply, LLC  
312 Murphy Road, Hartford, CT 06114  
Tel: (860) 246-1111

Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Item #: \_\_\_\_\_ Qty: \_\_\_\_\_

Model: \_\_\_\_\_

# FULL SIZE HEATER PROOFER

Model:  EMP-E-HPC-6836 Clear Door, Non-Insulated  EMP-E-HPIC-6836 Clear door, Insulated  EMP-E-HPIS-683 Solid Door, Insulated  EMP-E-HPIDS-6836 Double Solid Door, Insulated



EMP-E-HPC-6836



EMP-E-HPIC-6836



EMP-E-HPIS-6836



EMP-E-HPIDS-6836

## DESIGNED FOR HEATING AND PROOFING

- Heating mode: with adjustable settings maintains cabinet temperatures up to 185°F (85°C).
- Proof mode: adjusts humidity between 30% and 95% and holds internal temperature up to 115°F (46°C).

## FEATURES

- Air baffle design and forced air circulation.
- Easy to read LED thermometer.
- Extruded and anodized corrosion-resistant aluminum frame will not dull.
- Insulated door and 1.2” cabinet walls with an R value of 0.8
- Corner bumpers protect unit from impact.
- Heavy duty, durable 0.08” thick aluminum base for reinforced support.
- Removable control drawer for quick clean and maintenance.
- (4) 5" casters for excellent mobility, (2) front casters with top brakes.
- Wall panels have integrated angles to solidly support 18x26 baking trays

## DOOR OPTIONS [Field Reversible]

- Clear: Lexan clear door
- Solid: Double layer aluminum

## CAPACITY

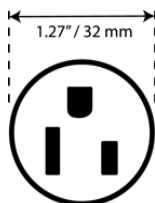
- Single Door: Holds up to 36 full size sheet pans; 1 1/2" of clearance between slides.
- Double Door: Holds up to 34 full size sheet pans; 1 1/2" of clearance between slides.

Heating Mode: 1500W  
Proofing Mode: 1500W

## ELECTRIC

NEMA 5-15P

Cord set includes plug & 6’ (3m) cord and cable cover to prevent damage



NEMA 5-15P



Intertek



Intertek

## RESTAURANT SUPPLY WARRANTY (USA / CANADA)

One (1) year parts

One (1) year on-site labor

Administered by RESTAURANT SUPPLY, LLC, 860-246-1111

Due to periodic changes in designs, methods, procedures, policies and regulations, the specifications contained in this sheet are subject to change without notice. While we exercise good faith efforts to provide information that is accurate, we are not responsible for errors or omissions in information provided or conclusions reached as a result of using the specifications. By using the information provided, the user assumes all risks in connection with such use.

The built in performance enhancing functions ensure that given proper attention and preventative maintenance



Restaurant Supply, LLC  
 312 Murphy Road, Hartford, CT 06114  
 Tel: (860) 246-1111

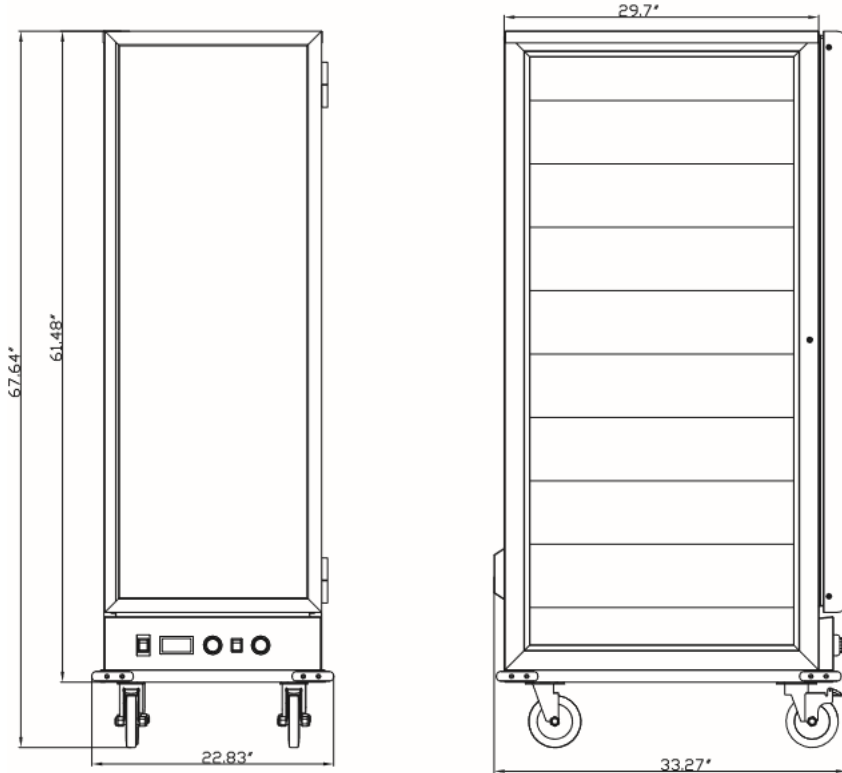
Project Name: \_\_\_\_\_

Location: \_\_\_\_\_

Item #: \_\_\_\_\_ Qty: \_\_\_\_\_

Model: \_\_\_\_\_

# FULL SIZE HEATER PROOFER



EMP-E-HPC-6836  
 EMP-E-HPIC-6836  
 EMP-E-HPIS-6836  
 EMP-E-HPIDS-6836

Our aluminum series commercial proofing, and heating cabinets are manufactured using the highest quality materials and components. The cabinets are constructed of anodized 6063 aluminum extrusion and sit on a .08" thick aluminum base with formed channels providing additional support. Doors are constructed using miter cut aluminum extrusion and .08" thick clear polycarbonate or double layer aluminum sheet. Heavy duty stainless steel hinges are standard. Bottom heating/proofing modules are made from .063 die formed aluminum and are easily removed for cleaning. Controls are simple to operate, and the bright LED display is easy to read. All full sized models come with corner bumpers and 5" swivel casters, the front two are equipped with locks to keep the cabinet in place while the unit is being loaded and unloaded or proofing it's contents.

EMPURA MODEL NO.	MATERIAL	WATTS	4 CASTERS TOP BRAKE ON FRONT 2 CASTERS	INSULATION	DOORS	PANS	DIMENSIONS (W"xD"xH")	SHIPPING WEIGHT LBS.
<b>FULL SIZE HEATER PROOFER</b>								
EMP-E-HPC-6836	Anodized Aluminum	1500	5"	NO	CLEAR	36	22.83"x33.27"x67.64"	133
EMP-E-HPIC-6836	Anodized Aluminum	1500	5"	YES	CLEAR	36	22.83"x33.27"x67.64"	152
EMP-E-HPIS-6836	Anodized Aluminum	1500	5"	YES	SOLID	36	22.83"x33.27"x67.64"	165
EMP-E-HPIDS-6836	Anodized Aluminum	1500	5"	YES	DOUBLE SOLID	34	22.83"x33.27"x67.64"	165

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**Ship to:**  
Groesbeck High School  
76642

**From:**  
Restaurant Supply, LLC  
Trey Dismuke  
13031 U.S. Highway 19N  
Clearwater, FL 33764  
860-246-3333 xt. 141

Job Reference Number: 4374TD

Item	Qty	Description	Sell	Sell Total
1	2 ea	<b>PROOFER CABINET, MOBILE</b> EMPURA Model No. E-HPIC-6836 Empura Heated Proofer & Holding Cabinet, mobile, full height, fully insulated, (1) clear polycarbonate door, Empura Equipment	\$1,949.00	\$3,898.00
				
		Weight: 304 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$3,898.00</b>
6	2 ea	<b>CART, BUSSING UTILITY TRANSPORT, METAL WIRE</b> Metro Model No. 2SPN53DC SP Heavy Duty Utility Cart, standard unit, 36"W x 24"D x 39"H, (2) wire shelves, plastic split sleeves (2) one-piece handles, donut bumpers & 5" poly casters, chrome plated finish, NSF	\$411.50	\$823.00
				
		Weight: 96 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$823.00</b>
7	15 ea	<b>COMPARTMENT TRAY</b> Cambro Model No. PS1014416 Packed 24 ea Penny-Saver School Tray, 6-compartment, 10" x 14-1/2", rectangular, full portion, textured surface, scratch resistant, dishwasher safe, co-polymer, cranberry	\$4.28	\$64.20
				
		15 ea 2 year warranty Weight: 8.5 lbs total		
			<b>ITEM TOTAL:</b>	<b>\$64.20</b>
8	1 ea	<b>DISH CART / DOLLY</b> Metro Model No. SSD16 Polymer Dish & Tray Cart, side-load, 38-15/16" x 31-7/8" x 20", holds up to (60) dishes or (80) trays per column, recessed handles, vinyl dust/splash cover, 5" neoprene swivel casters (2 with brakes) polymer construction, Microban <sup>®</sup> antimicrobial product protection, NSF	\$759.15	\$759.15
				

Item	Qty	Description	Sell	Sell Total
Weight: 82 lbs total				
			<b>ITEM TOTAL:</b>	<b>\$759.15</b>
			Merchandise	\$5,544.35
			Freight	\$501.87
			Total	\$6,046.22

Prices Good Until: 08/12/2023

**SALES TERMS AND CONDITIONS**

Restaurant Supply, LLC, 24 Maple St., Wethersfield, CT 06109 ("Seller"), and Buyer agree to the terms and conditions for the Sales Agreement listed below:

1. **ITEMS PURCHASED.** Seller agrees to sell, and Buyer agrees to buy equipment in accordance with these Terms and Conditions.
2. **PURCHASE PRICE.** The purchase price for the item(s) is clear listed on Seller's quote and/or sales offer. This price expressly excludes any taxes as detailed below or shipping charges unless clearly listed as a separate line item in the Seller's quote, sales offer, or contract with Buyer.
3. **PAYMENT OF TAXES.** Buyer agrees to pay all applicable taxes of every description, federal, state, county and municipal, that arise as a result of this sale, excluding income taxes.
4. **PAYMENT.** Prepayment is required at the time of order. Only qualified customers are eligible for purchase with a purchase order. Due to supply chain and long lead times, the invoice must be paid for the item received, not at the time the order is completed.
5. **WARRANTIES.** Unless there is an express warranty contained in the Seller's Quote, sales offer or contract with Buyer, the equipment is sold "AS IS." Buyer acknowledges that the Buyer will be given a reasonable opportunity to inspect the equipment upon delivery. Seller does not offer any express or implied warranties as to the equipment.
6. **DELIVERY.** Delivery is FOB Origin, unless otherwise provide. Seller will arrange payment for shipping with the carrier. Unless seller noted otherwise in provided quote. Charges will be prepaid and added to invoice. Buyer accepts responsibility for filing any and all claims with carriers for loss, damage, and delay. Risk of loss is upon Buyer once Seller delivers the Equipment to the carrier. Delivery times are estimates only and Seller shall not be liable for delays. Loss or damage should be noted on the freight bill and/or receipt. Buyer must notify and register concealed damage with the carrier within five (5) business days of receipt of shipment. Buyer must file all freight claims immediately and must confirm the claim to the carrier by a written or electronic communication. Seller is not responsible for Buyer's failure to file a timely claim with a carrier and Buyer waives any claims against Seller related to Buyer's failure to file a timely and proper freight claim. Seller shall not be responsible for damages or delays resulting from Acts of God, and from other actions, both governmental and otherwise, including but not limited to war, riot, seizure, and embargo.

7. **LIMITATION OF LIABILITY.** In all circumstances Seller's maximum liability is limited to the purchase price of the products sold. Seller shall not, under any circumstances, be liable upon a claim or action in contract, tort, indemnity or contribution, or other claims relating to the products it sells which exceeds this liability limit. In no event shall Seller be liable for indirect, incidental or consequential damages or physical injury in connection with the use of products offered by Seller, including but not limited to loss of profit, opportunity or any cost or expense of providing substitute equipment or service during periods of non-use. Seller shall not be liable for third party claims for damages against the Buyer, or for malfunction, personal injury, delays, interruption of service, loss of business, loss or damage to exemplary damages, whether or not Seller is apprised of the possibility of such claims for damages.
8. **RETURNS.** Buyer is solely responsible for shipping any returned product to Seller. Buyer agrees to use only reputable carriers capable of providing proof of delivery. Buyer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Buyer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. If any component of the returned product is missing, Seller's Return Procedure will be breached and Seller will reject the entire return or may choose to impose additional charges against the Buyer for replacement of the missing component. Seller will not refund to Buyer the original shipping charges and cannot accept collect or postage-due returns shipments. There is a 25% restocking fee will be charged on a non-defective returns. Custom fabricated items may not be returned.
9. **DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract: (a) The failure to make a required payment when payment is due; (b) The insolvency or bankruptcy of either party; and (c) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
10. **REMEDIES ON DEFAULT.** In the event that Seller shall bring any action, proceeding, or suit to enforce any of its rights under this Agreement and shall be entitled to judgment, then in such action, proceeding or suit Seller may recover reasonable expenses, including attorneys' fees, and the amount shall be included in such judgment. In the event that Seller has incurred any expenses and attorneys' fees in the enforcement, in good faith and in just cause, of any of its rights under this Agreement without having brought any action, proceeding or suit to so enforce any such right, then Seller may recover from Borrow and/or Guarantor any reasonable expenses so incurred, including attorneys' fees. BUYER EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL.
11. **FORCE MAJEURE.** If performance of an agreement between the parties or any obligation under an agreement between the parties is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be

deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

12. **CONFIDENTIALITY**. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. Both parties agree to treat all such information and these Terms and Conditions as confidential and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.
13. **ASSIGNMENT**. Neither party may assign or transfer the Seller's quote, sales offer, contract, etc. without prior written consent of the other party, which consent shall not be unreasonably withheld.
14. **ENTIRE CONTRACT**. The applicable Seller's quote, sales offer or contract and these Terms and Conditions represent the entire agreement of the parties regarding the subject matter of each individual transaction, and there are no other promises or conditions in any other agreement whether oral or written.
15. **MODIFICATION**. The applicable Seller's quote, sales offer or contract may only be modified or amended if the modification is made in writing and signed by both parties. Seller reserves the right to modify, amend or revise these Terms and Conditions as is necessary in the ordinary course of business without prior notice to Buyer.
16. **SEVERABILITY**. If any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the applicable Seller's quote, sales offer or contract and/or these Terms and Conditions is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
17. **WAIVER OF CONTRACTUAL RIGHT**. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.
18. **APPLICABLE LAW**. This Contract shall be governed by the laws of the State of CT.
19. **VENUE**. Buyer expressly agrees that any and all disputes shall exclusively be resolved by a court of competent jurisdiction in Hartford County, CT.
20. **TITLES**. The titles to the Paragraphs of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the instrument.
21. **NOTICE TO OWNER**. If this transaction involves or is anyway related to the improvement of real property and Buyer is not the real property owner, Buyer will provide the name and contact information for the Property Owner prior to delivery or any work being performed. Seller will send a formal Notice to Owner to

the Property Owner to protect Seller's right.

**\*\*\*ANY APPLICABLE SALES TAX WILL BE ADDED IN CHECKOUT\*\*\***

VII.H. Donation(s)

VIII. **CONSIDER AND APPROVE  
INTERLOCAL COOPERATIVE DAEP  
AGREEMENT**

**Presenter:** Anthony  
Figueroa

**INTERLOCAL COOPERATION AGREEMENT FOR THE COOPERATIVE  
DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM**

This Agreement is entered into by, between, and among the following school districts ("Participating Districts"): Groesbeck Independent School District and Mart Independent School District for the express purpose of participating in a Cooperative Disciplinary Alternative Education Program ("Cooperative DAEP"). The Participating Districts may also be referred to collectively as "the Parties",

WHEREAS, the Participating Districts are all local governments and the Cooperative DAEP in the context contemplated herein is a "governmental function and service" as that term is defined in the Texas Interlocal Cooperation Act, ("Act") codified as Chapter 791 of the Texas Government Code;

WHEREAS, the Act authorizes local governments to contract or agree with other local governments in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually;

WHEREAS, Chapter 37 of the Texas Education Code permits school districts to place students in a disciplinary alternative educational program;

WHEREAS, the Parties agree that the Cooperative DAEP established by this Interlocal Agreement may serve certain students who have been placed in a disciplinary alternative education program by a Participating District; and  
Interlocal Agreement for Cooperative DAEP

WHEREAS, the Parties agree that the educational services of the Cooperative DAEP can be administered most efficiently at a centralized location;

NOW, THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

**1.0 General Purpose.**

The Cooperative DAEP is established by the Participating Districts for students who have been placed in a disciplinary alternative education program by the Participating Districts.

**2.0 Administration of the Cooperative DAEP.**

2.1 Groesbeck ISD Independent School District shall serve as fiscal agent ("Fiscal Agent") for the Cooperative DAEP.

2.2 The Fiscal Agent shall;

- A. Supervise students assigned to the Cooperative DAEP in accordance with Fiscal Agent's Board policies and applicable state and federal law;
- B. Provide administration for the educational services provided by the Cooperative DAEP, to include the provision of an online instructional platform students grades 6-12.

- C. Submit to each Participating District its students completed assignments timely provided by the student's home campus and provide grade reports from Fiscal Agent's online instructional platform, as applicable;
- D. Be responsible for developing classroom guidelines for student conduct;
- E. Report grades to Participating Districts;
- F. Establish the school day, including the beginning, ending and education times in accordance with applicable state laws, performance goals and objectives of the Program;
- G. Be responsible for the classroom environment, i.e., classroom setup;
- H. Implement the Groesbeck ISD Student Code of Conduct and DAEP rules and procedures approved by the Fiscal Agent; and
- I. Provide standard school amenities, including nurse or clinic aide and breakfast and lunch program.

2.3 The Cooperative DAEP will operate at Groesbeck ISD's DAEP building located at 1202 N. Ellis Street, Groesbeck, Texas 76642 – Portable #1 adjacent to back ball fields ("Campus"). All expenses for maintenance of the campus shall be borne as provided herein,

2.4 The students that are eligible to participate in the Cooperative DAEP shall be students enrolled in any of the Participating Districts.

2.5 The Fiscal Agent shall be responsible for designating a Central Office and/or Campus Administrator to oversee the educational services provided by the Cooperative DAEP. The Fiscal Agent shall prepare the budget and shall receive and disburse funds applicable to educational services. The Fiscal Agent shall be responsible for supervision and oversight of the educational program and hire and supervise educational personnel serving the campus and also shall be responsible for maintaining all educational records applicable to the Cooperative DAEP, correspondence with assigned students' home districts with regard to status and ultimate disposition of each assigned student, and provision of an online instructional program and other such responsibilities associated with administration and provision of educational services as except as otherwise limited in this Agreement. The Fiscal Agent shall maintain a separate, stand-alone budget for the Cooperative DAEP. The Cooperative DAEP and the funds used to operate said Program shall be audited annually, and the written audit made available upon request to the Participating Districts.

2.6 Participating Districts understand and agree that the Fiscal Agent may enforce any specific health and safety rules or guidelines that apply to other students of the Fiscal Agent, including, but not limited to, COVID-19 precautions and that the Participating Districts agree that such restrictions will apply to students at the Cooperative DAEP. Failure of a Participating District's student to abide by such restrictions, after fair warning and opportunity to correct, will result in student being returned to the Participating District.

### **3.0 Funding. The expenses of the Cooperative DAEP shall be borne by the Participating Districts in accordance with this Article 3.0.**

3.1 Each Participating District shall pay the Fiscal Agent an annual ("DAEP Annual Rate") in the amount of **\$35,000.00 (thirty five thousand dollars)/fiscal year** for access to students placed at the Cooperative DAEP by the Participating District. Participating Districts understand that the maximum number of student seats available by any one district is set at five (5) seats. A cooperative member may wish to allow another member district access to their open seats by mutual agreement.

3.2 The Fiscal Agent shall bill the Participating Districts annually on September 30<sup>th</sup> of each participating year. Participating Districts shall make payment to the Fiscal Agent of accordance with the invoice provided by Fiscal Agent.

3.3 Nothing herein shall require any Participating District other than the student's home school district to pay the expense necessary to address or accommodate any additional needs of students with disabilities. Such services, costs and expenses incurred because of special services required by a student's Individualized Education Program (hereinafter, "IEP") or accommodation plan shall remain the responsibility of the home school district recommending the placement.

#### **4.0 School Districts' Participation**

4.1 The Participating Districts agree that nothing herein shall require the Participating Districts to involuntarily incur expenses, other than as set forth in this Agreement. In accordance with the Texas Interlocal Cooperation Act, each Participating District paying for the performance of the services outlined in this Agreement shall make those payments from current revenues available to the paying party.

4.2 Each Participating District will retain all average daily attendance ("ADA") funding for students participating in the Cooperative DAEP to the extent permitted by law.

4.3 Each Participating District will provide the following to the Cooperative DAEP for each of its students participating in the Cooperative DAEP:

- A. All necessary assignments, textbooks, including teacher's editions and all teacher resource materials and tests for students working at grade level, as requested by the Cooperative DAEP (The Cooperative DAEP will provide core assignments using APEX, or like program, if the participating member so chooses);
- B. Any supplemental instructional materials from the student's home campus that may assist the student;
- C. Any necessary paperwork and information related to the Individualized Educational Plan ("IEP") and Behavioral Improvement Plan (BIP) for a student with a disability/ties, to include the IEP and BIP, so as to enable the Cooperative DAEP to modify the online instructional platform and materials so that they are consistent with a student's IEP and BIP;
- D. All necessary services for students with disabilities not provided by the Cooperative DAEP, including, but not limited to the following: Special Education assessment services and responsibility for notification and conducting of Admission, Review and Dismissal Committee (hereinafter, "ARD") meetings in accordance with state and federal law; IEP services and special education personnel to implement and monitor IEPs; requirements concerning programs and accommodations for Section 504 students; assistive technology, supplementary aids and services and related services, including transportation, determined necessary for a student with a disability/ies by the student's ARD Committee or 504 Committee;
- E. All other documentation and paperwork relevant to a student's needs and services with regard to the provision of instruction (e.g., English as a Second Language ("ESL"));
- F. General behavioral and academic counseling to its student by home district counselor; and
- G. All medical forms necessary for the administering of medication to a student in accordance with physician orders.

4.4 Each Participating District is responsible for administering all state assessment testing, Advance Placement testing and other standardized testing to its student(s), to include the provision of standardized testing materials for individual grade equivalencies to its student(s). Each Participating District's student shall be returned to his/her home district for testing in accordance with this provision. Upon completion of testing, the student may resume placement at the Cooperative DAEP,

4.5 Breakfast and lunch will be served by the Fiscal Agent in accordance with the Fiscal Agent's Board Policy CO (LEGAL); however, students from Participating Districts may choose to supply their own meals subject to the rules and restrictions of the Cooperative DAEP. The costs of such meals are to be paid as follows: Students who qualify for free or reduced-price meals shall be on the free lunch program of the Fiscal Agent. Students who do not qualify for free or reduced-price meals and wish to purchase meals will be required to pay for their meals at the rates charged by the Fiscal Agent's cafeteria, and in accordance with the payment method(s) specified by the Fiscal Agent Meals will not be provided during the summer session, if any.

4.6 Each Participating District shall be responsible for any and all costs incurred as a result of the acts of any one of their students, or as a result of any of their students or their student's families or guardians, including, but not limited to, filing any claim or due process hearing challenging placement, or services or implementation of those services pursuant to 20 U.S.C. sections 1400-1485 (IDEA), 29 U.S.C. section 794 (Section 504 of the Rehabilitation Act of 1973), or Chapter 37 of the Texas Education Code. "Costs" shall include, but not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of damages, court costs, attorneys' fees and settlement costs.

4.7 A maximum of three districts may participate at any one given time to ensure proper placement seats are available to member districts.

## **5.0 Reporting.**

5.1 For purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the Cooperative DAEP shall be reported as if the student were enrolled at the student's home district in the student's regularly assigned education program, including a special education program, where applicable and to the extent permitted by law. The Participating District of each such student shall cooperate fully in making such reports and accepting such accountability. All Public Education Information Management System ("PEIMS") reporting requirements for the students placed in the Cooperative DAEP shall remain the responsibility of the home district, and all ADA funding entitlements generated from such data shall also remain with the home district, to the extent permitted by law. PEIMS reports will be the responsibility of the home school district. The Cooperative DAEP shall provide all needed information to the school districts for the report, including, but not limited to, the reason for placement, date of placement, and projected date of return.

5.3 The Participating Districts agree that any student placed in the DAEP by court order will be reported for purposes of PEIMS data standards Disciplinary Action

## **6.0 Staffing and Physical Location.**

6.1 The Fiscal Agent shall provide all educational staff and will be responsible for their training and shall provide educational services as provided herein. Training is to include the CPI, Nonviolent Crisis Intervention® program.

6.2 The Fiscal Agent shall provide a campus site and buildings for the Cooperative DAEP. Physical maintenance, utility expenses, and facility standards to comply with the Americans with Disabilities Act shall all be the responsibility of the Fiscal Agent.

6.3 Except as provided in this Agreement, the educational component of the Cooperative DAEP shall be subject to the policies adopted by the Board of Trustees of the Fiscal Agent. Cooperative DAEP educational staff members shall be employees of the Fiscal Agent and shall be subject to the personnel policies of the Fiscal Agent.

6.4 The DAEP calendar will follow the GROESBECK INDEPENDENT SCHOOL DISTRICT's Board Approved school calendar.

## **7.0 Transportation.**

7.1 Neither the Cooperative DAEP, nor the Fiscal Agent is responsible for transportation of students attending the Cooperative DAEP, including students with disabilities who require transportation as a related service. Transportation of students attending the Cooperative DAEP will be the responsibility of the home school district or the student's parents at the sole discretion of the home school district.

## **8.0 Term of the Agreement.**

8.1 The term of this Agreement shall be from **August 9, 2023 to June 1, 2024**. This Agreement may be renewed thereafter on a year-to-year basis by written consent. Any Participating District that fails to provide such written consent will not be eligible to receive services from the Cooperative DAEP.

## **9.0 General Provisions.**

9.1 Nothing in this Agreement waives any immunity or defense of the Participating Districts under both statutory and common law. No provision of this Agreement is consent to suit. There are no third-party beneficiaries to this Agreement

9.2 This Agreement merges the prior negotiations, understandings and prior course of business of the Parties hereto and embodies the entire agreement of the Parties, and there are no other agreements, assurances, conditions, covenants (express or implied), or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

9.3 Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each Party. This Agreement may be amended to include additional school districts upon the written agreement of the Participating Districts. A Participating District may terminate its participation in the Cooperative DAEP pursuant to this Agreement at any time, with or without cause, upon thirty (30) days prior written notice to the other Parties. A Participating District's termination does not dissolve the entire Agreement but only amends this Agreement to exclude that Participating

District. In the event the Fiscal Agent seeks to terminate its participation, with or without cause, the Fiscal Agent agrees to provide sixty (60) days written notice to the other Parties.

9.4 All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received, or if earlier, on the third (3) day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified in mail, return receipt requested) addressed to the respective other Party. The designated person to receive and provide notice shall be the Superintendent of Schools for each Participating District at the addresses indicated below.

9.5 In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the parties hereto shall be construed and enforced in accordance therewith. The Parties hereto acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed on such a manner that it will, to the maximum extent practicable, be deemed to be validated and enforceable.

9.6 This Agreement shall be governed by the laws of the State of Texas, and venue for any dispute shall be in Limestone County, Texas.

EXECUTED IN MULTIPLE ORIGINALS, as authorized by the Participating Districts by action on dates as indicated below, to be effective the 9<sup>th</sup> day of August of 2023.

GROESBECK INDEPENDENT SCHOOL DISTRICT  
1202 North Ellis Street  
Groesbeck, Texas 76642

Date of Authorization:

\_\_\_\_\_

\_\_\_\_\_  
President, Board of Trustees  
GROESBECK INDEPENDENT SCHOOL DISTRICT

Date of Authorization:

\_\_\_\_\_

\_\_\_\_\_  
President, Board of Trustees  
MART INDEPENDENT SCHOOL DISTRICT

**IX. PRESENTATION OF THE 2023-2024  
EMPLOYEE HANDBOOK**

**Presenter:** Deana Rand

## 2023-2024 Employee Handbook

Topic	Page Number	Description of Change
Cover Page		<ul style="list-style-type: none"> <li>Updated dates</li> </ul>
Table of Contents	1, 3	<ul style="list-style-type: none"> <li>Added entry for the Pregnancy Workers Fairness Act and edited topic title for Safety and Security</li> </ul>
Equal Employment Opportunity	11	<ul style="list-style-type: none"> <li>Edited the second paragraph to more clearly state prohibited discrimination</li> </ul>
Recertification of Employment Authorization	15	<ul style="list-style-type: none"> <li>Edited the second paragraph to describe consequences for failure to verify employment authorization</li> </ul>
Searches and Alcohol and Drug Testing	12-13	<ul style="list-style-type: none"> <li>Added last sentence to the first paragraph to include termination as a disciplinary consequence</li> <li>Edited first sentence in subtopic “Employees Required to Have a Commercial Driver’s License” changing “drug and alcohol” to “alcohol and drug”</li> </ul>
Breaks for Expression of Breast Milk	15	<ul style="list-style-type: none"> <li>In Local considerations, added information about the Providing Urgent Maternal Protections (PUMP) Act</li> <li>Added the sixth paragraph requiring employees to notify the district if they have concerns about the district’s compliance with the PUMP Act</li> <li>In Local considerations, noted the PUMP Act noncompliance provision</li> </ul>
Pregnancy Workers Fairness Act	15	<ul style="list-style-type: none"> <li>Added new topic and brief explanation of the law</li> <li>In Local considerations, provided details of the impact of PWFA on districts when deciding upon accommodations for impacted employees</li> </ul>
Paychecks	18	<ul style="list-style-type: none"> <li>Added method for distributing paychecks</li> <li>Edited the second sentence in the first paragraph to eliminate the possibility of confusion about the frequency of pay and to reflect update to Policy DEA(LOCAL) in Update U121</li> </ul>
Payroll Deductions	19	<ul style="list-style-type: none"> <li>Added the third paragraph explaining repayment of overpayments to an employee</li> <li>In Local considerations, noted the considerations for deductions for overpayments to employees</li> </ul>

Topic	Page Number	Description of Change
Overtime Compensation	19-20	<ul style="list-style-type: none"> <li>Added to the last paragraph to include termination as a possible disciplinary action</li> </ul>
Health, Dental, and Life Insurance	20	<ul style="list-style-type: none"> <li>Deleted the second paragraph relating to rehired retirees due to changes in eligibility rules for TRS-ActiveCare</li> </ul>
Leaves and Absences	23-24	<ul style="list-style-type: none"> <li>Added the fourth paragraph explaining the definition of no call/no show and possible consequences</li> <li>In fifth paragraph, replaced “FMLA” with “leave under the Family and Medical Leave Act”</li> <li>In seventh paragraph, replace “Family and Medical Leave Act” with “FMLA”</li> <li>In Local considerations, reminded districts to add their no call/no show procedures</li> </ul>
Family and Medical Leave (FML)—General Provisions	26-28	<ul style="list-style-type: none"> <li>Updated text of the Notice of Employee to reflect the revisions posted by the Department of Labor in April 2023</li> </ul>
Standards of Conduct	45	<ul style="list-style-type: none"> <li>Edited the fourth bullet and second paragraph to explain disciplinary action may include termination</li> <li>In Local considerations, added guidance on the CROWN Act, HB 567, which prohibits a dress or grooming policy that discriminates against a protective hairstyle</li> </ul>
Discrimination, Harassment, and Retaliation on the Basis of Sex	48	<ul style="list-style-type: none"> <li>Edited the first paragraph to explain disciplinary action may include termination</li> <li>Removed “and DIA (REGULATION)” from last sentence as well as Local considerations</li> </ul>
Technology Resources	64	<ul style="list-style-type: none"> <li>Added “/or” to the last paragraph for clarification</li> </ul>
Employee Arrests and Convictions	69	<ul style="list-style-type: none"> <li>Added references to Policies DHB and DHC</li> <li>Added the fourth and fifth paragraphs detailing reporting misconduct requirements for certified and uncertified employees, respectively</li> <li>In Local considerations, referenced reporting requirements from Policy DHB and Policy DHC</li> </ul>

Topic	Page Number	Description of Change
Safety and Security	73	<ul style="list-style-type: none"> <li>• Added “and Security” to the topic title</li> <li>• Edited the first paragraph by adding “and security” and “written”</li> <li>• Added the second paragraph describing how employees are expected to respond to emergencies</li> <li>• In Local considerations, added a reminder that each district location should have written safety and security protocols distributed to staff</li> </ul>
Bullying	83	<ul style="list-style-type: none"> <li>• In Local considerations, added “Policy” in the second sentence for clarification and added a sentence “Ensure changes from Update 121 are included.”</li> </ul>

x. **CONSIDER AND APPROVE THE FIRST  
READING OF TASB POLICY UPDATE  
121: CCGB(LOCAL): AD VALOREM TAXES -  
ECONOMIC DEVELOPMENT; CFB(LOCAL):  
ACCOUNTING - INVENTORIES; CLB(LOCAL):  
BUILDINGS, GROUNDS, AND EQUIPMENT  
MANAGEMENT - MAINTENANCE; CRF(LOCAL):  
INSURANCE AND ANNUITIES MANAGEMENT -  
UNEMPLOYMENT INSURANCE; CVA(LOCAL):  
FACILITIES CONSTRUCTION - COMPETITIVE  
BIDDING; CVB(LOCAL): FACILITIES CONSTRUCTION  
- COMPETITIVE SEALED PROPOSALS; DEA(LOCAL):  
COMPENSATION AND BENEFITS - COMPENSATION  
PLAN; FD(LOCAL): ADMISSIONS; FFI(LOCAL):  
STUDENT WELFARE - FREEDOM FROM BULLYING**

**Presenter:** Anthony  
Figueroa

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Groesbeck ISD

#### **AC(LLEGAL) GEOGRAPHIC BOUNDARIES**

This legal policy has been revised to include additional Education Code provisions related to ways in which a district's geographic boundaries may change, such as by detachment, annexation, consolidation, and abolition.

#### **AF(LLEGAL) INNOVATION DISTRICTS**

Amended Administrative Code rules, effective October 25, 2022, revised the list of Education Code sections and administrative rules from which a district of innovation may not be exempted. Changes include a requirement to provide TEA a link to the local innovation plan posted on the district's website. Previously, the rule required the district to provide TEA with a copy of the local innovation plan.

#### **AIE(LLEGAL) ACCOUNTABILITY: INVESTIGATIONS**

Changes reflect revised Administrative Code provisions regarding compliance investigations by TEA, effective October 26, 2022. Other changes are to better reflect legal sources.

#### **BBBA(LLEGAL) ELECTIONS: CONDUCTING ELECTIONS**

Provisions regarding confidentiality of the email address and personal phone number of an election judge or clerk have been moved from GBA(LLEGAL) to this code addressing elections.

#### **BQ(LLEGAL) PLANNING AND DECISION-MAKING PROCESS**

An existing requirement to include the district's bullying prevention policy and procedures in the district improvement plan has been added to this policy.

#### **C(LLEGAL) BUSINESS AND SUPPORT SERVICES**

The C section table of contents has been revised to add the new code CKED, Security Personnel: Other Security Arrangements. We have also added for future expansion new codes addressing facility standards at CSA (Safety and Security) and CSB (Gas and Pipelines).

#### **CBB(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL**

Revisions are to better reflect legal sources.

#### **CCA(LLEGAL) LOCAL REVENUE SOURCES: BOND ISSUES**

Citations have been updated to reflect the repeal and replacement of an Administrative Code provision regarding the bond guarantee program, effective March 1, 2023. References to Administrative Code provisions regarding the instructional facilities allotment and existing debt allotment have been clarified.

#### **CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS**

This policy has been revised to reflect the increased homestead exemption of \$40,000 approved by voters on May 7, 2022.

#### **CCGB(LLEGAL) AD VALOREM TAXES: ECONOMIC DEVELOPMENT**

We have added a note regarding the expiration of the Texas Economic Development Act on December 31, 2022, and the continued application of the law to limitations on appraised value in existence at that time.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### **Groesbeck ISD**

#### **CCGB(LOCAL)**

#### **AD VALOREM TAXES: ECONOMIC DEVELOPMENT**

The Texas Economic Development Act expired on December 31, 2022. We recommend adding a note to this local policy regarding the expiration and continued application of the law to limitations on appraised value in existence at that time.

**Please note:** We have retained the district's locally developed provisions throughout this policy.

#### **CFB(LOCAL)**

#### **ACCOUNTING: INVENTORIES**

Revisions regarding the capitalization threshold are based on amended guidance from *GASB Implementation Guide 2021-1*, Question 5.1, regarding the capitalization of assets with individual acquisition costs below the threshold if the assets in the aggregate are significant. The amended guidance applies to reporting periods beginning after June 15, 2023.

#### **CH(LEGAL)**

#### **PURCHASING AND ACQUISITION**

We have replaced the citation to a repealed Administrative Code rule regarding purchases of automated information systems with a citation to a new rule effective December 19, 2022.

#### **CL(LEGAL)**

#### **BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT**

We have replaced the citation to repealed Administrative Code provisions regarding public pool sanitation and safety with a citation to new provisions effective January 1, 2023.

#### **CLA(LEGAL)**

#### **BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY**

New Administrative Code rules, effective February 2, 2023, have been added to address required warning signs regarding human trafficking.

#### **CLB(LEGAL)**

#### **BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE**

Changes reflect revisions to Administrative Code rules regarding integrated pest management, effective January 16, 2023.

#### **CLB(LOCAL)**

#### **BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: MAINTENANCE**

Administrative Code rules regarding integrated pest management (IPM) were amended to include district-owned residential property among the district facilities subject to the IPM requirements. Although the changes to the rules add "residential property" to the buildings and grounds subject to IPM requirements, it is our understanding from the Texas Department of Agriculture that this inclusion is intended to apply only to district-owned residential property that is primarily used as student housing. As requested by TDA, revisions include such residential property among the district facilities subject to the district's IPM program.

#### **CMD(LEGAL)**

#### **EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING**

An Administrative Code provision, effective June 7, 2022, has been added regarding purchasing technological equipment with the instructional materials and technology allotment.

#### **CNC(LEGAL)**

#### **TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY**

Provisions have been added regarding the use of school bus warning signals.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Groesbeck ISD

#### **CO(LEGAL) FOOD AND NUTRITION MANAGEMENT**

New Administrative Code provisions were adopted regarding appeals related to federal food and nutrition programs administered by the Texas Department of Agriculture. A reference to these provisions, effective November 27, 2022, has been added.

#### **CQ(LEGAL) TECHNOLOGY RESOURCES**

A reference to Administrative Code provisions regarding management of electronic transactions and signed records has been clarified.

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

The link to the Texas Department of State Health Services Guidelines for the Care of Students with Food Allergies has been updated.

#### **CRF(LOCAL) INSURANCE AND ANNUITIES MANAGEMENT: UNEMPLOYMENT INSURANCE**

There are no significant revisions to the text on reasonable assurance; however, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

#### **CSA(LEGAL) FACILITY STANDARDS: SAFETY AND SECURITY**

The Commissioner of Education proposed new School Safety Requirements in the Commissioner's Rules Concerning School Facilities in November 2022. The public comment period closed December 12, 2022, but the rules are not yet finalized. The proposed rules require local policy provisions. Policy Service will include legal provisions in this new policy code and provide local policy provisions for consideration following publication of the final rules.

#### **CVA(LOCAL) FACILITIES CONSTRUCTION: COMPETITIVE BIDDING**

Policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

#### **CVB(LOCAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS**

As noted above, policy BJA(LOCAL) authorizes the superintendent to delegate responsibilities to other employees of the district as permitted by law; thus, it is not necessary to include a reference to the superintendent's designee at Specifications. In addition, the policy template has been updated to accommodate the new adoption date function in Policy Online®. This policy is being issued at no charge to the district.

#### **DBAA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS**

Changes have been made to better reflect legal sources and to delete obsolete provisions.

#### **DEA(LOCAL) COMPENSATION AND BENEFITS: COMPENSATION PLAN**

To eliminate the possibility of confusion about the frequency of pay, we recommend replacing *bimonthly* with the more specific and widely used *semi-monthly*. Other revisions are recommended for policy style

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### **Groesbeck ISD**

and to clarify the circumstances under which certain employees will receive premium pay during an emergency closing for a disaster.

If the district no longer wants to provide premium pay for nonexempt employees who are required to work during an emergency closing for a disaster, please contact your policy consultant for appropriate revisions to this policy.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

#### **DEAB(LLEGAL)                      COMPENSATION PLAN: WAGE AND HOUR LAWS**

Changes have been made to better reflect legal sources.

#### **E(LLEGAL)                              INSTRUCTION**

The E section table of contents has been updated to add the new code EHBCA, which includes provisions addressing accelerated instruction previously located at EHBC. The subtitle for policy EHBC has been changed to Compensatory Services and Intensive Programs.

#### **EF(LLEGAL)                            INSTRUCTIONAL RESOURCES**

Legal definitions of "harmful materials" and "obscene" have been added for ease of access.

#### **EHAD(LLEGAL)                        BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION**

A reference to Administrative Code provisions has been added regarding driver education safety program requirements.

#### **EHBAB(LLEGAL)                      SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM**

Changes reflect revised Administrative Code provisions regarding students who are homeless or in substitute care, effective January 1, 2023.

#### **EHBAF(LLEGAL)                        SPECIAL EDUCATION: VIDEO/AUDIO MONITORING**

Revisions reflect amended Administrative Code provisions, effective January 22, 2023, pertaining to filing certain documents electronically.

#### **EHBC(LLEGAL)                        SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS**

Update 121 includes a reorganization of the information regarding compensatory, intensive, and accelerated instructional services. Provisions addressing accelerated instruction have been moved to the new code EHBCA. The remaining provisions at this code, now subtitled Compensatory Services and Intensive Programs, have been reordered and adjusted for clarity.

#### **EHBCA(LLEGAL)                        COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION**

This new policy addressing accelerated instruction comprises provisions moved from EHBC(LLEGAL). For clarity, we have reordered and adjusted the material.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Groesbeck ISD

#### **EHBH(LLEGAL) SPECIAL PROGRAMS: OTHER SPECIAL POPULATIONS**

An amended Administrative Code provision, effective January 18, 2023, has been added pertaining to regional day school programs for the deaf.

#### **EHBI(LLEGAL) SPECIAL PROGRAMS: ADULT AND COMMUNITY EDUCATION**

Changes reflect revisions to Administrative Code provisions, effective November 24, 2022, regarding essential program components of adult education programs.

#### **EHBJ(LLEGAL) SPECIAL PROGRAMS: INNOVATIVE AND MAGNET PROGRAMS**

Changes include a new Administrative Code provision, effective February 26, 2023, regarding requests for approval of an innovative course by the State Board of Education.

#### **EI(LLEGAL) ACADEMIC ACHIEVEMENT**

This legal policy has been revised to replace a repealed Administrative Code rule with a new rule, effective January 1, 2023, related to awarding credit to students who are homeless or in substitute care for coursework completed prior to the student enrolling in or transferring to the district. Other changes are to better reflect legal sources.

#### **EKB(LLEGAL) TESTING PROGRAMS: STATE ASSESSMENT**

Duplicative text regarding students who fail to perform satisfactorily on a state assessment instrument has been deleted and replaced with a note pointing to EHBC and EHBCA.

#### **FD(LLEGAL) ADMISSIONS**

The policy has been updated to delete an Administrative Code rule repealed by the State Board of Education, effective March 9, 2023.

#### **FD(LOCAL) ADMISSIONS**

Recommended revisions to this policy at Transition Assistance reflect the repeal and replacement of an Administrative Code provision regarding awarding credit to a student who is homeless or in substitute care. Under the new rule, a district must adopt a policy to ensure credit has been awarded appropriately prior to enrollment. Other changes provide greater flexibility for the district with regard to requiring proof of residency by removing specific requirements and referring to administrative regulations.

The [Legal Issues in Update 121](#) memo describes common legal concerns and best practices specific to this policy's topic.

#### **FDA(LLEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS**

This policy has been reorganized for clarity. Other changes are to better match statutory wording. Notes have been added to more clearly indicate the application of certain provisions.

#### **FDC(LLEGAL) ADMISSIONS: HOMELESS STUDENTS**

A note has been added to clarify that information regarding support services for students experiencing homelessness, including provisions regarding district liaisons and transition services, is located at FFC.

# Explanatory Notes

## TASB Localized Policy Manual Update 121

### Groesbeck ISD

#### **FEA(LLEGAL) ATTENDANCE: COMPULSORY ATTENDANCE**

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. A note has been added referring to the *Student Attendance Accounting Handbook* for additional guidance.

#### **FEB(LLEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING**

This legal policy has been updated to remove provisions of Administrative Code rules repealed by the State Board of Education, effective March 9, 2023. We have also added a note referring to the *Student Attendance Accounting Handbook* for additional guidance, as well as existing statutory provisions for completeness and clarification.

#### **FFAF(LLEGAL) WELLNESS AND HEALTH SERVICES: CARE PLANS**

Links to the Texas Department of State Health Services' guidance for the care of students with diabetes and of students with food allergies have been updated.

#### **FFC(LLEGAL) STUDENT WELFARE: STUDENT SUPPORT SERVICES**

Revisions throughout this policy reflect amended Administrative Code provisions, effective January 1, 2023, regarding transition assistance for students experiencing homelessness or in substitute care.

#### **FFI(LLEGAL) STUDENT WELFARE: FREEDOM FROM BULLYING**

A note has been added with a link to the [Minimum Standards for Bullying Prevention](#) finalized by TEA on January 31, 2023.

#### **FFI(LOCAL) STUDENT WELFARE: FREEDOM FROM BULLYING**

The [Minimum Standards for Bullying Prevention](#), completed by TEA on January 31, 2023, include a requirement for policy provisions on reporting bullying incidents. Existing policy language addresses reporting by students and staff. The enclosed revisions are recommended to address the new minimum standards.

#### **FL(LLEGAL) STUDENT RECORDS**

Provisions at Access, Disclosure, and Amendment, beginning on page 4, have been revised and reorganized for clarity and to better reflect legal sources. The definition of eligible student has been added. Additional reporting requirements under the National School Lunch Act or the Child Nutrition Act have also been added. A note has been added at the beginning of the policy to clarify that information regarding juvenile law enforcement records is located in GBA.

#### **G(LLEGAL) COMMUNITY AND GOVERNMENTAL RELATIONS**

The G section table of contents has been revised to reflect the correct subtitle for GBA, Access to Public Information.

#### **GB(LLEGAL) PUBLIC INFORMATION PROGRAM**

Update 121 includes a reorganization of the public information policies in the GB series. As part of the reorganization, we have deleted provisions that are duplicated at other policy codes and adjusted provisions for clarity and to better match statutory wording.

Explanatory Notes  
TASB Localized Policy Manual Update 121

**Groesbeck ISD**

**GBA(LLEGAL)**

**PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION**

As part of the reorganization of the public information policies, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary, to improve usability.
- Moved provisions regarding confidentiality based on statutes outside the Public Information Act (Government Code Chapter 552) to the policy code addressing the specific topic.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

**GBAA(LLEGAL)**

**ACCESS TO PUBLIC INFORMATION: REQUESTS FOR INFORMATION**

As part of the reorganization of the GB series, we have made the following changes:

- Deleted provisions that are duplicated at other policy codes and added cross-references, if necessary.
- Reordered and adjusted provisions for clarity and to better match statutory wording.

**GRA(LLEGAL)**

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

This policy has been revised to include an Education Code provision prohibiting citation of a student alleged to have committed a school offense. Family Code definitions have also been added to support existing content regarding students taken into custody.



## (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.

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**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.

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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.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529	800.580.1488

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**Note:** The Texas Economic Development Act, Tax Code Chapter 313, Subchapters B and C, expired on December 31, 2022.

A limitation on appraised value approved before the expiration continues in effect according to the law as it existed immediately before its expiration, and the law is continued in effect for purposes of the limitation on appraised value.

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**Texas Economic Development Act**

Purpose

These provisions outline the procedures the District shall use for accepting, reviewing, and considering applications and amendments to applications and/or agreements, and, when necessary, enforcing agreements made under the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

Definitions

In addition to the definitions set out in CCGB(LEGAL), the following phrases, words, and terms shall have the following meanings, unless the context clearly indicates otherwise:

“Act” shall mean the Texas Economic Development Act, as set forth in Chapter 313 of the Texas Tax Code.

“Application Fee” shall mean the nonrefundable application fee, pursuant to the application fee schedule, to be paid to the District by an applicant, determined in accordance with this policy, to cover the District’s costs incurred in the processing and consideration of the application.

“Application amendment fee” shall mean the nonrefundable fee required of an applicant or agreement holder seeking to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d).

“Application review period” shall mean the period of time during which the Board is required to consider the application. The application review period shall begin on the day the application is filed with the District and shall expire on the 151st day after the application is filed with the District, unless the application review period is extended prior to the expiration of the application review period, in which case the application review period shall include any such extension. The Board delegates to the Superintendent authority to extend the time period for reviewing the application consistent with 34 Administrative Code 9.1054(d).

“Appraisal district” shall mean each appraisal district that appraises property proposed to be subject to a limitation on appraised value.

“Comptroller” shall mean the comptroller of public accounts of the state of Texas.

“Comptroller’s rules” shall mean those rules adopted by the comptroller set forth at 34 Administrative Code, Subchapter F.

“Initial board review” shall mean the initial presentment to the District’s Board, at which the Board will determine whether to consider the application and determine whether it should be forwarded to the comptroller for the execution of the comptroller’s review and certification processes. Board action to consider an application after conducting its initial review does not commit the District in any way to the ultimate approval or enforcement of an agreement.

**Filing an Application with the District**

The applicant shall submit to the Superintendent three copies of each application filed under this policy. The Superintendent shall acknowledge in writing the date of the receipt of the application and application fee.

Applications shall be considered for acceptance by the Board only after the District’s receipt of the application fee established by the Board.

The completed application shall be made available to the public as required under the Texas Public Information Act. Information submitted to the District in connection with the application shall be presumed to be public information unless the applicant clearly identifies such as confidential and proprietary information.

Amending an Application

An application may be amended by an applicant at any time. In the event that an amended application is filed at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d), or to request waiver of the job requirements at any time after submittal of the original application, the applicant must submit an application amendment fee together with the proposed amended application. The Superintendent is delegated the authority to accept an amended application. Upon receipt of an amended application or supplemental information, the Superintendent shall review and forward the material to the comptroller and to each applicable appraisal district.

**Application Fee Schedule**

The Board finds that the application review process is complex, and the complexity is greater for larger projects, and the following application fee schedule represents the anticipated necessary or reasonable cost to the District of reviewing, processing, and acting on an application:

1. ~~\$75,000~~\$75,000 for projects valued at less than \$500,000,000 in total anticipated investment;

2. \$100,000 for projects valued from ~~\$500,000,001~~\$500,000,001 to \$1,000,000,000 in total anticipated investment;
3. \$150,000 for projects valued over \$1,000,000,000 in total anticipated investment.

The application fee shall not be refundable except in the event that the application is denied after an initial Board review, as defined in this policy.

The application fee does not include any amount charged by the comptroller's office for its economic impact study, if such a fee is charged.

Application  
Amendment Fee

In the event that an applicant or agreement holder seeks to amend an application or agreement at any time after the comptroller has issued an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055, an application amendment fee of no less than \$25,000 and no greater than \$65,000 shall be charged. The amendment fee shall take into account the nature of the amendment and the actual time and expense required to evaluate, review, and process that amendment.

Agreement  
Assignment Fee

In the event that an applicant or agreement holder seeks to assign an agreement to another entity at any time, an agreement assignment fee of \$5,000 shall be charged.

Limitation Amount

The minimum limitation amount shall be that amount set forth under Tax Code 313.027(b). However, after initial review of an application, the District may specify a greater limitation amount, as permitted under Tax Code 313.027(c).

**Processing an  
Application**

Before Initial Board  
Review

Upon receipt of the application in the form and format required by the comptroller [see CCGB(LEGAL) at Required Contents and Format] and the application fee, the Superintendent shall take the following actions:

1. Accept the submission of the application and send to the applicant written confirmation of receipt of the application and application fee.
2. Identify appropriate attorneys and consultants to assist the Board in completing the application review process, and schedule at the first available Board meeting, for which notice can be posted in accordance with the Texas Open Meetings Act, Board consideration of the application for initial Board review, in accordance with this policy, and Board action to retain such attorneys and consultants.

3. Ensure that conflict of interest disclosures are obtained and posted, as appropriate, in conformance with Local Government Code 171.002 (trustee interest in business entity or real property), Local Government Code 176.003 (trustee income, gifts to trustee or superintendent), Texas Local Government Code 176.006, House Bill 1295 (disclosure of interested parties), and BBFA(LEGAL).

Initial Board Review

Following the submission of an application by the applicant, the Board should conduct an initial review of the application at the first available Board meeting scheduled in accordance with the Texas Open Meetings Act. At the initial review, the Board may consider either a written or oral presentation concerning the application.

If, after the initial review, the Board is of the opinion that the application is not in the best interests of the District, the Board shall reject the application and shall return the application fee, in full, to the applicant.

As a part of conducting the initial Board review, each Trustee and the Superintendent shall be requested to publicly affirm the absence of a conflict of interest with the applicant in accordance with the provisions of BBFA(LOCAL). Thereafter, on an annual basis, each Trustee and the Superintendent shall as a part of his or her annual conflict of interest comply with disclosure requirements and list any business relationship with an applicant on the disclosure form.

Once the Board has accepted an application for consideration at the initial review, the Superintendent shall be expressly delegated the authority to accept, on behalf of the Board and the District, any amended or supplemental application submitted by the applicant for the same project prior to the comptroller's issuance of an economic impact analysis on the application pursuant to 34 Administrative Code 9.1055(d).

After Initial Board Review

After the initial board review, if the Board determines to proceed with consideration of the application, and the District has received the application fee, the Superintendent shall:

1. Review the application and require the applicant, as necessary, to submit additional and/or supplementary information, including the completion of all schedules required by the comptroller's rules.
2. Determine whether the application is sufficient and direct the applicant to immediately correct deficiencies, if any.
3. File with the comptroller, in the form and format required by the comptroller, the application and all required schedules,

and documentation; proof of payment of the application fee; and written notice certifying the application review start date. The notice certifying the application review start date shall be in compliance with Acting on Completed Application in CCGB(LEGAL).

4. Accept on behalf of the Board any amendments or supplements submitted by the applicant and transmit copies to the comptroller.
5. Within 20 days of receipt of a request from the comptroller, forward to the comptroller and the appraisal district any amended or supplemental application or any other information necessary to complete the comptroller's application recommendation or economic impact study.
6. Direct the District's webmaster to create a link from the District's website to the location on the comptroller's website where copies of applications under the Act are posted.
7. Ensure that the applicant and the District's consultants conduct all required analyses to properly protect the District's financial interests and provide all required supplemental information necessary to assist the staffs of the comptroller and the Texas Education Agency (TEA) with the analyses required by the Act and the comptroller's rules.
8. Not later than 151 days after the application review start date, present to the Board an agreement for final approval or a request from the applicant for an extension of the application review period.
9. In the event of a Board action to approve an extension for final action on the application, forward to the comptroller, the applicant, and each applicable appraisal district within seven days a notice of the extension.
10. Ensure that the District and the comptroller have been given draft copies of the agreement at least ten days prior to the meeting at which the Board is scheduled to consider final approval of an agreement.
11. Upon completion of Board action, if any, on the application, ensure that all required information is transmitted to the comptroller, the applicant, and each applicable appraisal district.
12. Ensure that the applicant makes all required post-approval submissions to the comptroller, or any other applicable state agency, and to the District within the required deadlines.

13. Make reasonable inquiry, when called for by the agreement, and issue a certification of the date upon which commercial operations begin at the site of the project.
14. Ensure that the District makes timely responses to requests by the comptroller or state auditor for data or records when the state auditor is conducting an audit of any agreement adopted by the District.

District Consultants      Upon retention by the Board, the District's consultants, including legal counsel, shall review the application to ensure that the application documents and any other required reports include all information required by the comptroller's rules or by 34 Administrative Code 9.1054. The consultants shall simultaneously begin an analysis of the impact on District finances, any legal implications of the application, development of an appropriate revenue protection agreement, and evaluate the analyses from the comptroller and TEA on receipt.

The consultants shall be paid for their services from the application fee. The consultants shall complete their analysis within sufficient time for it to be considered by the Board in its final determination on the application.

**Board Action on Application**

Completed applications shall be considered for approval by the Board only after completion of the comptroller's economic impact analysis and the school facilities impact analysis required by the Act.

Public Hearing

The Board's final determination of the application shall be made only after a public hearing at which the Superintendent, the District's consultants, the applicant, and members of the public shall have a reasonable opportunity to present their views on the proposed application.

The comptroller's certification shall be publicly disclosed at the public hearing.

The public hearing shall be scheduled at such a time that allows the Board to approve or disapprove an application before the 151st day after the application was filed with the District, unless the Superintendent or Board has previously granted an extension of this deadline.

Findings of Fact

Prior to final approval of an agreement, the Board shall deliberate and adopt such findings of fact regarding the application as are required by law, and in compliance with CCGB(LEGAL).

Adoption of Agreement

After considering the comptroller's certification and economic impact report, the information supplied by the District's consultants,

the reports and recommendations of other state agencies, and input received at the public hearing, the Board shall consider and may adopt an agreement that complies with all legal requirements, [see CCGB(LEGAL)], with the applicant, which agreement shall provide for protection from and/or compensation for any financial risks undertaken by the District in accepting the application.

If the comptroller has not certified the application, no action may be taken.

Any agreement adopted by the Board under Tax Code Chapter 313 must disclose all consideration promised in conjunction with the application and/or the limitation agreement.

Waiver of Job  
Creation  
Requirement

The Board may waive the new jobs creation requirement in accordance with Waiver of New Job Creation in CCGB(LEGAL).

If the applicant seeks a job waiver, the applicant shall submit to the District as part of the application or an amended application a separate, clearly marked set of documentation on which the applicant intends to rely to demonstrate that the jobs creation requirement exceeds the industry standard for the number of employees reasonably necessary for the operation of the facility by the applicant.

If such a request is made other than at the time of the original application, the Board shall charge an application amendment fee, in accordance with Application Amendment Fee, above.

Enforcement  
Proceedings

In the event that the Superintendent determines that an agreement holder has committed a material breach of the agreement with the District, the Superintendent shall provide the applicant with written notice of the facts the Superintendent believes to have caused the material breach of the agreement, as well as the cure proposed by the District, if a cure is possible.

Not later than the 90th day after sending such a notice, the Superintendent shall schedule a Board hearing, at which the agreement holder shall be given the opportunity to present to the Board any facts or arguments showing that it is not in material breach of its obligations under the agreement or that it has cured or undertaken to cure any such material breach.

After hearing from both sides, the Board shall make findings as to whether a material breach of the agreement has occurred, the date such breach occurred, if any, and whether or not any such breach has been cured. After making its determination regarding an alleged breach, the Board shall notify the agreement holder in writing of its determination.

In the event that the Board determines that such a breach has occurred and has not been cured, the Board may commence enforcement proceedings.

**Applicant Reporting Obligations**

During the course of its Chapter 313 agreement with the District, the agreement holder shall designate a responsible party to the District, who shall be the primary contact person for the agreement holder. The agreement holder shall be responsible for timely making any and all reports, including but not limited to the comptroller's annual eligibility report and the biennial progress report, that are or may be required under the provisions of law or administrative regulation and that may be required to be submitted by the applicant to the comptroller under provisions of Tax Code 313. 032. The agreement holder shall forward to the District a copy of all such required reports or certifications contemporaneously with the filing thereof. The obligation to make all such required filings shall be a material obligation of the agreement.

An agreement holder shall keep the District updated with any changes in the following information:

1. Changes of the authorized representative(s);
2. Changes to the location and contact information for the approved applicant, including all members of the combined group participating in the limitation agreement;
3. Copies of any assignments of the agreement and contact information for authorized representatives of any assignees;
4. All required comptroller reports;
5. Required updates to vendor conflict of interest disclosure forms; and
6. Any other significant developments concerning the project's operations affecting the agreement.

**Superintendent Responsibilities After Agreement**

During the term of any agreement, the Superintendent shall ensure that all calculations, reporting, and other requirements under the agreement and Chapter 313 are completed by the District and the agreement holder. The Superintendent is authorized to engage, as desired or necessary, one or more consultants to timely fulfill the requirements. Any fees for the consultants shall be reimbursed to the District by the applicant, or, in the alternative, the consultant may send an invoice for such fees directly to the agreement holder, with a copy and proof of timely payment to be provided to the District by the agreement holder.

**Other Parties'  
Access to  
Information**

The Superintendent shall provide to the applicant and the District's consultants a copy of the economic impact evaluation and the facilities impact study upon receipt thereof.

The Superintendent shall direct the District's consultants to provide backup data and underlying calculations in the event that an agreement holder requests such information in connection with the calculation of any tax credit, hold harmless payment, supplemental payment or other payment charged to the agreement holder on the basis of calculations made by the consultant on the District's behalf.

**Substantive  
Documents**

Unless claimed by the applicant to be confidential, the following substantive documents shall be available for public inspection:

- All sections of any application;
- All reports presented to the Board by its consultants, after presentation to the Board; and
- All resolutions, findings of fact, agreements, and any other documents adopted by the Board.

All documents required by comptroller's rules or by state law to be filed with the state of Texas shall be submitted to the comptroller within seven days of adoption.

**Applicant's Claim of  
Information  
Confidentiality**

If the applicant, at the time of submitting an application or any amendment or supplement thereto, requests that all or parts of the documents not be posted on the Internet and not be otherwise publicly released, then such request shall be submitted in writing, and shall comply with the requirements of CCGB(LEGAL).

**Foreign Trade Zone**

In the event that the District is requested to indicate its support or "non-opposition" to a proffered application to the foreign trade zones board concerning the creation of a new foreign trade zone or the expansion of an existing foreign trade zone, in accordance with the provisions of 19 U.S.C. 810(e) that is within the territorial boundaries of the District, the Board may require the proponent or operator of the foreign trade zone to enter into an agreement outlining financial and/or other appropriate terms relating to the District's support for the foreign trade zone request.

In negotiating such agreement, the District may engage attorneys and/or appropriate consultants to advise them in the review of the foreign trade zone application. The foreign trade zone proponent or operator shall reimburse the District for all necessary and reasonable legal, consulting, or other professional fees incurred by the District in connection with review of the foreign trade zone request and the negotiation and drafting of an appropriate agreement.

**Capitalization  
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~\$5,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

**Integrated Pest Management Program**

The District is committed to following integrated pest management (IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code in all pest control activities that take place on District property.

Definition

IPM is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve the best control of pests. These tactics shall ~~possibly~~ include, but are not limited to, the judicious use of pesticides.

Standards

The District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities, including residential property primarily used as student housing.

IPM Coordinator

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law and shall provide training to District employees, as necessary.

Application Time Frame

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

No Unauthorized Application

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a District facility, including residential property primarily used as student housing, without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

INSURANCE AND ANNUITIES MANAGEMENT  
UNEMPLOYMENT INSURANCE

CRF  
(LOCAL)

**Reasonable  
Assurance**

The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]

FACILITIES CONSTRUCTION  
COMPETITIVE BIDDING

CVA  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall ensure that detailed specifications are prepared for any construction project for which competitive bids are sought.

**Bid Process**

All bids shall be submitted in sealed envelopes, plainly marked with the name of the bid and the time of the bid opening. Bids shall be opened at the time specified. All interested parties shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

**Safety Record**

If the District considers the safety record of bidders in determining to whom to award a contract, the safety record shall be defined as a bidder's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the bidder's insurance carrier, and a loss history covering all lines of insurance coverage carried by the bidder.

FACILITIES CONSTRUCTION  
COMPETITIVE SEALED PROPOSALS

CVB  
(LOCAL)

**Specifications**

The Superintendent ~~or designee~~ shall prepare a request for proposals for any construction project for which competitive sealed proposals are sought.

**Process**

All proposals shall be submitted in sealed envelopes, plainly marked with the name of the proposal and the time of the deadline for submission. Proposals shall be opened at the time specified. All offerors shall be invited to attend the proposal opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

Withdrawal and  
Late Proposals

Any proposal may be withdrawn prior to the scheduled time for opening. Proposals received after the specified time shall not be considered.

Proposal  
Acceptance

The District may reject any and all proposals.

**Safety Record**

If the safety record of offerors is considered in selecting a proposal, the record shall be defined as an offeror's OSHA (Occupational Safety and Health Administration) inspection logs for the last three years, a loss analysis from the offeror's insurance carrier, and a loss history covering all lines of insurance coverage carried by the offeror.

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA]- The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

**Pay Administration**

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The ~~Superintendent or designee shall classify~~ classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or ~~bimonthly~~ semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. ~~The Superintendent or designee shall determine~~ Any pay adjustments for individual employees; shall be determined within the approved budget following established procedures.

~~Mid-Year~~ Midyear  
Pay Increases

Contract  
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements].]

Noncontract  
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

**Pay During Closing**

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools].]

COMPENSATION AND BENEFITS  
COMPENSATION PLAN

DEA  
(LOCAL)

Premium Pay  
During Disasters

Nonexempt employees who are required to work ~~during to mitigate the reason for~~ an emergency closing ~~for a disaster, as declared by a federal, state, or local official or the Board,~~ shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. ~~All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.~~

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent ~~or designee~~ shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

**Persons Age 21 and Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

~~At the time of initial registration and on an annual basis thereafter~~In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency ~~in accordance with administrative regulations developed by the Superintendent.~~ The District may investigate stated residency as necessary.

**Minor Living Apart**

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student in Grandparent's After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ~~determine transfer of~~ ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

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**Note:** This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyber-bullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

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**Bullying Prohibited**

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

**Minimum Standards**

In accordance with law, the Superintendent shall develop administrative procedures to ensure that minimum standards for bullying prevention are implemented.

**Retaliation**

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

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

**False Claim**

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

**Timely Reporting**

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

**Reporting Procedures**

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report	Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.
Report Format	A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.
Periodic Monitoring	The Superintendent shall periodically monitor the reported counts of bullying incidents, and that declines in the count may represent not only improvements in the campus culture because bullying declines but also declines in the campus culture because of a decline in openness to report incidents.
<b>Notice of Report</b>	When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.
<b>Prohibited Conduct</b>	The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.
<b>Investigation of Report</b>	The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.
<b>Concluding the Investigation</b>	<p>Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.</p> <p>The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.</p>
<b>Notice to Parents</b>	If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

<b>District Action</b>	
Bullying	If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.
<i>Discipline</i>	A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.  The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.
<i>Corrective Action</i>	Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.
<i>Transfers</i>	The principal or designee shall refer to FDB for transfer provisions.
<i>Counseling</i>	The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.
Improper Conduct	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.
<b>Confidentiality</b>	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.
<b>Appeal</b>	A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.
<b>Records Retention</b>	Retention of records shall be in accordance with CPC(LOCAL).
<b>Access to Policy and Procedures</b>	This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices.

XI. **CONSIDER AND APPROVE BOARD POLICY  
CDA (LOCAL) OTHER REVENUES  
INVESTMENTS**

**Presenter:** Anthony  
Figueroa

**Investment Authority**

The Superintendent and business clerk shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. ~~All investment transactions involving securities and repurchase agreements shall be settled on a delivery versus payment basis.~~

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates, and other forms of financial institution deposits, as permitted by Government Code 2256.009(a) and 2256.010 that are properly insured or collateralized.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds whose investment objectives include a stable \$1.0000 net asset value as permitted by Government Code 2256.014.
5. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
6. Public funds investment pools as permitted by Government Code 2256.016.

**Safety**

The primary goal of the investment program is to ensure safety of principal, maintain liquidity, and optimize financial returns within current market conditions in accordance with this policy. Investments shall be made with the exercise of due care, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their own capital as well as the probable income to be derived.

The investment officers shall seek to act responsibly as custodians of the public trust. The investment officers shall avoid transactions that might impair public confidence in the District's ability to govern effectively.

**Investment  
Management**

Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, ~~and offsets during a 12-month period any market price losses resulting from interest rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.~~

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Each investment officer shall attend investment training sessions from the following authorized independent sources:

- Texas Association of School Boards (“TASB”)
- Texas Association of School Administrators (“TASA”)
- Texas Association of School Business Officials (“TASBO”)
- Regional Education Service Center
- American Institute of Certified Public Accountants (“AICPA”)
- Texas Society of Certified Public Accountants (“TSCPA”)
- University of North Texas Center for Public Management
- Government Treasurer’s Organization of Texas (“GTOT”)
- Public Treasury Institute of North America
- Texas Cooperative Liquid Assets Security System (Texas CLASS) Trust

**Liquidity and  
Maturity**

The maximum dollar weighted maturity and stated final maturity of District investments is outlined in Funds/Strategies.

The District’s investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer, where appropriate.

**Monitoring Market  
Prices**

The investment officers shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District’s investment portfolio. Information sources may include financial/investment publications and electronic media,

available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officers shall develop a procedure to monitor changes in investment ratings and shall take all prudent measures that are consistent with this policy to liquidate investments that do not maintain satisfactory ratings.

**Portfolio Reporting**

The investment officers shall prepare an investment report at least quarterly in compliance with the PFIA. This report shall be prepared in a manner that will allow the District to ascertain whether investment activities during the reporting period have conformed to this policy. The report shall be provided to the Board. Weighted average yield to maturity shall be the portfolio performance standard presented in the report.

**Funds / Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

**Operating Funds**

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. Any approved investment instrument is suitable and provides acceptable marketability. The maximum dollar weighted maturity shall be 270 days and the maximum stated final maturity shall be two years. The appropriate yield target shall be the District's main public funds investment pool yield.

**Custodial Funds**

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements. Any approved investment instrument is suitable and provides acceptable marketability. The maximum stated final maturity shall be two years. The appropriate yield target shall be the District's main public funds investment pool yield.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Any approved investment instrument is suitable and provides acceptable marketability. The maximum stated final maturity shall be the next debt service payment date not already funded by pending approved investment instruments. The appropriate yield target shall be the District's main public funds investment pool yield.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Any approved investment instrument is suitable and provides acceptable marketability. The maximum stated final maturity shall be the lesser of the anticipated cash flow schedule and the applicable "temporary period" allowed by the IRS. Achieving a positive spread to the cost of borrowing is the desired objective, within the limits of this policy's risk constraints. The default yield target shall be the District's main public funds investment pool yield.
<b>Safekeeping and Custody</b>	All investment security and repurchase agreement transactions shall be settled on a delivery versus payment basis. The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
<b>Collateral</b>	The District shall comply with state law in the monitoring and management of pledged collateral. All instruments authorized in the Public Funds Collateral Act are eligible for pledge. Additionally, the District shall require a perfected security interest in compliance with federal and state regulations, including: <ol style="list-style-type: none"><li data-bbox="560 1407 1443 1438">1. The agreement must be in writing;</li><li data-bbox="560 1459 1443 1533">2. The agreement must be executed by the depository and the District contemporaneously with the acquisition of the asset;</li><li data-bbox="560 1554 1443 1648">3. The agreement must be approved by the Board or designated committee of the depository and a copy of the meeting minutes must be delivered to the District; and</li><li data-bbox="560 1669 1443 1743">4. The agreement must be part of the depository's "official record" continuously since its execution.</li></ol>
<b>Sellers of Investments</b>	Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Broker/dealer firms shall be approved by the Board initially, and annually thereafter, and shall meet selection criteria as determined by the investment officers.

Authorized broker/dealers include:

- FHN Financial
- SAMCO Capital Markets
- Wells Fargo Securities

**Business Organizations**

Prior to handling investments on behalf of the District, business organizations must submit written documents in accordance with law.

**Competitive Environment**

In order to get the best return on its investments, the District may solicit quotes from multiple providers for each investment transaction, including certificates of deposit.

**Soliciting Bids for CDs**

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

**Interest Rate Risk**

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.

6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

**Definitions**

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.  <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for:  <ol style="list-style-type: none"><li>1. Bonds or other indebtedness issued by a district;</li><li>2. Obligations under a lease, installment sale, or other agreement of a district; or</li><li>3. Certificates of participation in a debt or obligation described by item 1 or 2.</li></ol> <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

*Eligible Entity*

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

*Eligible Project*

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

*Gov’t Code 2256.0207(a)*

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

**Written Policies**

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

*Gov't Code 2256.005(a), (b)*

Annual Review      The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit      A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment Strategies      As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

*Gov't Code 2256.005(d)*

Investment Officer      A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

*Initial* Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

*Ongoing* The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

*Gov't Code 2256.008(g)*

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

*Gov't Code 2256.006*

*Personal Interest*

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

*Gov't Code 2256.005(i)*

*Quarterly Reports*

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
  - a. Beginning market value for the reporting period;
  - b. Ending market value for the period; and
  - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

*Gov't Code 2256.023*

**Selection of Broker**

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

*Gov't Code 2256.025*

**Bond Proceeds**

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

*Gov't Code 2256.0208(b)*

**Authorized Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of  
Governmental  
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
  - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
  - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
  - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
  - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

*Gov't Code 2256.009(a)*

*Unauthorized  
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Gov't Code 2256.009(b)*

Certificates of  
Deposit and Share  
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

*Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

*Gov't Code 2256.010(b)*

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase  
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

*Gov't Code 2256.011*

Securities Lending  
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
  - a. Pledged securities described at Obligations of Governmental Entities, above;
  - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
  - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

*Gov't Code 2256.0115*

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Banker's  
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

*Gov't Code 2256.012*

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

*Gov't Code 2256.013*

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

*Gov't Code 2256.014(a)*

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
  - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
  - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

*Gov't Code 2256.014(b)*

*Limitations*

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

*Gov't Code 2256.014(c)*

Guaranteed  
Investment  
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

*Gov't Code 2256.015*

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

*Gov't Code 2256.0204*

Hedging  
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

*Gov't Code 2256.0206*

Prohibited  
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

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**Note:** As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

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Loss of Required  
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of  
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
  - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
  - b. Requires an interpretation of subjective investment standards; or
  - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

*Gov't Code 2256.005(k)-(l)*

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

**Business  
Organization**

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

*Gov't Code 2256.005(k)*

**Donations**

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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(LEGAL)

unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds  
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

XII. DISTRICT RESOLUTION ADOPTING AND  
REVIEW OF INVESTMENT POLICY

**Presenter:** Anthony  
Figueroa

**RESOLUTION ADOPTING THE INVESTMENT POLICY  
OF GROESBECK INDEPENDENT SCHOOL DISTRICT**

**WHEREAS**, Groesbeck Independent School District (the "District") has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

**WHEREAS**, the Board of Trustees has convened on this date at a meeting open to the public and wishes to adopt an Investment Policy for the District, in the form attached hereto as Exhibit "A," pursuant to Chapter 2256, Texas Government Code as amended from time to time;

**NOW THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE GROESBECK INDEPENDENT SCHOOL DISTRICT THAT:**

Section 1:       The Investment Policy, in the form attached hereto as Exhibit "A," is hereby adopted as the investment policy for the District.

Section 2:       The provisions of this Resolution shall be effective as of the date of adoption and shall remain in effect until modified by action of the Board of Trustees.

\_\_\_\_\_  
July 17, 2023  
Date

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Board Secretary

(SEAL)

**XIII. EXECUTIVE SESSION**

XIII.A. Consultation with Attorney (Tex. Gov't 551.071)

XIII.B. Deliberation Regarding Level III GF(LOCAL) Public Complaints, A (Tex. Gov't 551.082)

XIII.C. Deliberation Regarding Level III GF(LOCAL) Public Complaints, B (Tex. Gov't 551.082)

XIII.D. Review Recommendation for Employment of High School Assistant Principal Position

XIII.E. Deliberations Regarding Security Devices or Security Audits (Tex. Gov't. 551.076 and 551.089)

**XIV. RECONVENE IN OPEN MEETING**

**XV. CONSIDER AND APPROVE ANY ACTION ON MATTERS DISCUSSED IN EXECUTIVE SESSION**

XV.A. Consideration and Possible Action on Level III GF(LOCAL) Public Complaints, A

XV.B. Consideration and Possible Action on Level III GF(LOCAL) Public Complaints, B

XV.C. Recommendation for Employment: High School Assistant Principal Position

**XVI. SUPERINTENDENT COMMENTS**

**Presenter:** Anthony Figueroa

**XVII. BOARD PRESIDENT COMMENTS AND REPORTS**

**Presenter:** Aslone Foy

**XVIII. ADJOURNMENT**

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Board Secretary