

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



BOARD OF TRUSTEES WORK SESSION 6:00 PM, AUGUST 6, 2020 VIDEO CONFERENCE

AGENDA

Special Video Conference and Teleconference Notice

A meeting of the Board of Trustees of the Spring Independent School District will be held on August 6, 2020, beginning at 6:00 PM.

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

Due to cybersecurity concerns experienced by public organizations across the nation related to virtual public meetings, and in accordance with the suspension of certain portions of the Open Meetings Act by order of the governor, public comments related to this meeting will be handled as follows: members of the public may submit comments related to agenda topics through the District's Elevate platform, located at <https://www.springisd.org/elevate>.

Members of the public may access this meeting as follows:

Links to access this meeting will be made available at least 30 minutes prior to the meeting start time on the following webpage: <https://www.springisd.org/Page/6178>.

I. Call to Order

The Board President will call the meeting to order.

II. Minutes from Prior Meetings

The Board will review the minutes from the prior month's meetings.

- | | |
|---|----|
| A. June 4, 2020 Board Work Session | 5 |
| B. June 9, 2020 Regular Meeting | 9 |
| C. June 23, 2020 Special Called Session | 15 |
| D. June 29, 2020 Special Called Session | 19 |
| E. June 30, 2020 Special Called Session | 21 |

III. Opening Remarks

The Superintendent will make remarks and announcements.

IV. Presentations

- | | |
|---|----|
| A. 2019-2020 School Health Advisory Council (SHAC) Annual Report | 25 |
| A presentation will be made on the 2019-2020 School Health Advisory Council (SHAC) Annual Report. | |

| | |
|---|-----|
| B. Spring ISD EdCamp and Curriculum Update | 27 |
| A presentation will be made on EdCamp, a professional development opportunity for all teachers that was held in July and a Curriculum update will be presented. | |
| V. Board of Trustees | |
| A. Order for and Notice of Trustee Election on November 3, 2020 | 28 |
| The Board will consider approving the Order and Notice of Trustee Election. | |
| B. Appointment of One Delegate and One Alternate for the 2020 TASB Delegate Assembly | 35 |
| The Board will discuss appointing one delegate and one alternate to serve as Spring ISD's representatives at the 2020 TASB Delegate Assembly. | |
| C. Endorsement of Candidate for Texas Association of School Boards (TASB), Region 4 | 37 |
| The Board will consider endorsing a candidate for Texas Association of School Boards (TASB), Region 4. | |
| VI. Internal Auditor | |
| A. Internal Audit - Year End Progress Report FY 2019/2020, District Risk Analysis FY 2020/2021 and Internal Audit Plan FY 2020/2021 | 45 |
| The Board will consider approving the Internal Audit –Year End Progress Report FY 2019/2020 and Internal Audit Plan FY 2020/2021. | |
| VII. Chief of Human Resources and Human Capital Accountability | |
| A. 2020-2021 Spring ISD Staffing Guidelines – Revised | 69 |
| The Board will consider approving the revised Spring ISD Staffing Guidelines for the 2020-2021 school year. | |
| B. 2020-2021 Spring ISD Compensation Manual | 71 |
| The Board will consider approving the Compensation Manual for the 2020-2021 school year. | |
| VIII. Chief Academic Officer | |
| A. Spring Independent School District Student Code of Conduct | 73 |
| The Board will consider approving the Student Code of Conduct. | |
| IX. Chief Communications Officer | |
| A. PSAT/SAT Universal Testing Contract with College Board for Grades 8-12 | 75 |
| The Board will consider approving the PSAT/SAT Universal Testing Contract with College Board for Grades 8-12. | |
| X. Chief Innovation and Equity Officer | |
| A. Memorandum of Understanding (MOU) Between Texas A&M University and Spring Independent School District | 97 |
| The Board will consider approving the MOU between Texas A&M University and Spring Independent School District. | |
| XI. Chief Financial Officer | |
| A. Ratification/Approval of the Operation Connectivity Interlocal Acquisition Agreement with Region IV | 103 |
| The Board will consider approving the Operation Connectivity Interlocal Acquisition Agreement with Region IV. | |
| B. Taxpayer Refunds | 104 |
| The Board will consider ratifying taxpayer refunds. | |

C. Report of Cooperative Purchases Exceeding \$50,000

107

The Board will review the report to be aware of purchasing cooperative orders processed during the period referenced in the report.

XII. Closed Session

There will be a closed session in accordance with Texas Government Code Section 551.001 et. seq.

- A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda
- B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property
- C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee
 - 1. The Board will deliberate regarding the Superintendent's evaluation and goals
 - 2. The Board will deliberate on employees nominated for special recognition
 - 3. The Board will deliberate on a recommendation for the termination and finding of no good cause for an employee's abandonment of contract
 - 4. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses
 - 5. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, recommendations for the proposed nonrenewal of employees on term contracts, recommendations for termination at the end of the year for employees on probationary contracts, and final orders for employees on term and probationary contracts previously proposed for termination and/or nonrenewal
- D. Under Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices

XIII. Action on Closed Session Items

The Board may take action on items discussed in closed session.

XIV. Adjournment

The Board President will adjourn the meeting.

Closed Session Authorization

If during the course of the meeting covered by this notice the board should determine that a closed or executive meeting or session of the board should be held or is required regarding an item posted on the Agenda, then such closed or executive meeting or session as authorized by Chapter 551 of the Texas Government Code (the Open Meetings Act) will be held by the board at the date, hour, and place given in this notice or as soon after the commencement of the meeting covered by this notice as the board may conveniently meet in such closed or executive session concerning any and all subjects and for any and all purposes permitted by Section 551.071 through Section 551.084 inclusive of said Open Meetings Act including, but not limited to:

Section 551.071 – For the purpose of a private consultation with the board's attorney on any or all subjects or matters authorized;

- Section 551.072 –** For the purpose of discussing the purchase, exchange, lease, or value of real property;
- Section 551.073 –** For the purpose of discussing negotiated contracts for prospective gifts or donations to the District;
- Section 551.074 –** For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee;
- Section 551.076 –** To consider the deployment, or specific occasions for implementation, of security personnel or devices;
- Section 551.082 –** For the purpose of considering discipline of a public school child or children, or to hear a complaint or charge brought against a school district employee by another school district employee;
- Section 551.0821 –** For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation;
- Section 551.083 –** For the purpose of considering the standards, guidelines, terms, or conditions the board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 and/or Section 11.151(b) of the Texas Education Code; and
- Section 551.084 –** For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness.

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

- a. the open meeting covered by this notice upon the reconvening of this public meeting; or
- b. a subsequent public meeting of the board upon notice thereof, as the board shall determine.



**BOARD OF TRUSTEES
WORK SESSION
6:00 PM, JUNE 4, 2020
VIDEO CONFERENCE**

MINUTES

I. Call to Order (6:01 PM)

President Rhonda Newhouse called the video conference Work Session of the Spring Independent School District Board of Trustees to order at 6:01 PM on June 4, 2020, in accordance with Chapter 551 of the Texas Government Code.

Members Present:

Rhonda Newhouse, President
Dr. Deborah Jensen, Vice President
Donald Davis, Secretary
Winford Adams, Jr., Assistant Secretary
Justine Durant
Jana Gonzales
Kelly P. Hodges

Members Absent:

Others Present:

Rodney Watson, Superintendent of Schools
Ken Culbreath, Chief of Police
Julie Hill, Chief of Human Resources and Human Capital Accountability
Lupita Hinojosa, Chief Innovation and Equity Officer
Khechara Bradford, Chief Academic Officer
Mark Miranda, Executive Chief of District Operations
Ann Westbrooks, Chief Financial Officer
Tiffany Dunne-Oldfield, Chief Communications Officer
Jeremy Binkley, General Counsel
Jason Sheffer, Director of Board Services

II. Minutes from Prior Meetings (6:02 PM)

The Board reviewed the minutes from the prior month's meetings.

- A. May 7, 2020 Board Work Session
- B. May 12, 2020 Regular Meeting
- C. May 28, 2020 Special Called Session

III. Opening Remarks (6:03 PM)

Dr. Rodney Watson discussed the feedback that he has recently received regarding the instructional calendar that was recently approved by the Board. He noted that while proposed instructional calendars are normally sent to the community for their input before approval, current conditions with the ongoing pandemic, as well as the continuous information received from health officials led to the District having to make tough decisions based on what is best for kids. Dr.

Watson commented that he continues to personally call concerned parents to help assure them on the calendar decisions.

IV. Presentations (6:06 PM)

A. 2020-2021 Budget Discussion (6:06 PM)

Chief Westbrook led a preliminary discussion regarding the development of the 2020-2021 budget. The presentation included a review of the current stipend structure and proposed changes to the stipend structure. The presentation also included proposed salary increases for teachers and staff.

V. Chief of Human Resources and Human Capital Accountability (6:45 PM)

A. 2020-2021 Work Calendar (6:45 PM)

The Board reviewed the Work Calendar for the 2020-2021 contract year.

VI. Executive Chief of District Operations (7:01 PM)

A. Summer 2020 Projects, Second Guaranteed Maximum Price (GMP) (7:01 PM)

The Board reviewed the Summer 2020 Projects, Second Guaranteed Maximum Price in the amount of \$359,271. The 2nd Guaranteed Maximum Price includes allowances for the contractor to update fire alarms and additional ductwork modifications at Gordon Anderson Leadership Center and the play structure at Bammel Middle School. The overall GMP will be \$6,426,631.

B. Camelot-Education-Texas, LLC-Amendment #6 (7:03 PM)

The Board reviewed the amendment to the contract between Camelot Education Texas, LLC and Spring Independent School District.

The approval of this amendment will allow Camelot Education Texas, LLC to continue to provide the mandatory DAEP services for identified middle and high school students who have committed disciplinary offenses which require mandatory alternative education program placement.

In alignment with the Texas Education Code 37.008, DAEP is designed to help students stay on track academically while simultaneously improving their social skills, decision-making skills, and overall behavior. The program implements a restorative discipline approach used to teach students to take accountability for inappropriate behavior and to appropriately resolve conflicts that occur both in and out of school. Additionally, the program provides social, emotional, drug, and alcohol counseling sessions. Finally, all teachers employed meet all certification requirements established under Subchapter B, Chapter 21.

VII. Chief Financial Officer (7:11 PM)

A. Group Term Life Insurance (7:11 PM)

The Board reviewed and approved the group term life insurance benefit offered to Spring ISD employees. The District currently offers a life insurance benefit to employee beneficiaries equal to 1.5 their annual salary. The cost of renewing the current plan is a 48% increase due to increased claims.

Trustee Adams moved that the Board of Trustees approve group term life insurance benefit as presented by the administration. Trustee Davis seconded the motion and the motion carried unanimously. The approved benefit plan is the original renewal offer and includes the current benefit of 1.5 times salary.

B. Financial Update – Actual Expenditures – April 2020 (7:28 PM)

Chief Ann Westbrook provided the Board with a financial report of year-to-date actual revenues and expenditures.

C. Taxpayer Refunds (7:39 PM)

Chief Ann Westbrooks presented the Board with a report of taxpayer refunds exceeding \$500.

D. Report of Cooperative Purchases Exceeding \$50,000 (7:40 PM)

Chief Ann Westbrooks presented the Board with a report consisting of purchases exceeding \$50,000 that were made by the District through one or more authorized purchasing cooperatives.

| Date | Vendor | Description | Amount |
|-----------|--------------------------------|---|--------------|
| 4/22/2020 | Unique Digital, Inc. | Data Storage System** | \$ 1,891,093 |
| 4/29/2020 | SHI | Student Locator System** | \$ 252,426 |
| 5/7/2020 | Kay Davis Associates, LLC | Chairs for SISD Stadium | \$ 77,112 |
| 5/13/2020 | GTS Technology Solutions, Inc. | Chromebooks, cases, adapters, set-up and delivery for secondary schools | \$ 4,428,111 |

* Blanket Purchase Order for anticipated annual spend.

**Bond Related Expenditures

E. Request for Proposal (RFP) # 20-011 – Before and After School Child Care (7:41 PM)

The Board considered awarding the contract for Before and After School Child Care and Enrichment Services to the provider recommended by the administration. Approval was requested to include the vendor previously submitted for an award recommendation, but was not approved during the May 2020 Board Agenda.

F. Request for Proposal (RFP) # 20-015 – School Health and Related Services (SHARS) Medicaid Reimbursement Services (7:42 PM)

The Board considered awarding the contract for SHARS Medicaid Reimbursement Services to the provider recommended by the administration.

G. Request for Proposal (RFP) # 20-018 – Mental Health Support and Intervention (7:45 PM)

The Board considered awarding the contracts for Mental Health Support and Intervention to the providers recommended by the administration.

VIII. **Closed Session (7:52 PM)**

There was no Closed Session

- A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda
- B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property
- C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee
 - 1. The Board will deliberate regarding the Superintendent's evaluation and goals
 - 2. The Board will deliberate on employees nominated for special recognition
 - 3. The Board will deliberate on a recommendation for the termination and finding of no good cause for an employee's abandonment of contract
 - 4. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses
 - 5. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, recommendations

for the proposed nonrenewal of employees on term contracts, recommendations for termination at the end of the year for employees on probationary contracts, and final orders for employees on term and probationary contracts previously proposed for termination and/or nonrenewal

- D. Under Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices

IX. Action on Closed Session Items (7:52 PM)

The Board took no action.

X. Adjournment (7:53 PM)

On a motion by Trustee Hodges, seconded by Trustee Durant, the Board unanimously adjourned the meeting at 7:53 PM.

Rhonda R. Newhouse, President

Donald Davis, Secretary



**BOARD OF TRUSTEES
REGULAR BOARD MEETING
7:00 PM, JUNE 9, 2020
VIDEO CONFERENCE**

MINUTES

I. Call to Order (7:02 PM)

President Rhonda Newhouse called the video conference Regular Board Meeting of the Spring Independent School District Board of Trustees to order at 7:02 PM on June 9, 2020, in accordance with Chapter 551 of the Texas Government Code.

Members Present:

Rhonda Newhouse, President
Dr. Deborah Jensen, Vice President
Winford Adams, Jr., Assistant Secretary
Justine Durant
Jana Gonzales
Kelly P. Hodges

Members Absent:

Donald Davis, Secretary

Others Present:

Rodney Watson, Superintendent of Schools
Ken Culbreath, Chief of Police
Julie Hill, Chief of Human Resources and Human Accountability
Lupita Hinojosa, Chief Innovation and Equity Officer
Khechara Bradford, Chief Academic Officer
Mark Miranda, Executive Chief of District Operations
Ann Westbrook, Chief Financial Officer
Tiffany Dunne-Oldfield, Chief Communications Officer
Jeremy Binkley, General Counsel
Jason Sheffer, Director of Board Services

II. Opening Remarks (7:03 PM)

A. Superintendent of Schools (7:03 PM)

Dr. Rodney Watson highlighted work that was done at the Board Work Session on June 4, 2020 in terms of teacher compensation, in which Trustees discussed how to make educator salaries more competitive for recruitment and retention. He noted that the salary item would be coming up later during the meeting for a Board vote.

He also previewed a special presentation on the agenda later in the meeting involving the awarding of scholarships from the Mexican American School Boards Association, of which the Spring ISD Board of Trustees is a member. "Based on your leadership, we're going to be extremely excited to award some scholarships that you all have played a

very instrumental role in joining the organization for us to achieve,” he said. “We definitely thank you for your sacrifice of volunteerism but more importantly making sure you represent all segments of our student population and demographics so we appreciate that.”

In addition, Dr. Watson reported that the District had a very successful first-ever virtual graduation on Saturday, June 6, with five ceremonies from all of the District’s high schools. “We knew it would be somewhat different but as I saw one of the previews and watched them on Saturday it was amazing to see how it turned out,” he said. “The feedback I received from parents was they were pleased.”

He noted that this weekend on June 12 - 14, the District will be hosting in-person graduation ceremonies at Planet Ford stadium and urged everyone to stay hydrated throughout the events because of the weather. “I know it’s going to be pretty hot out there so we’re going to have to make sure we take care of ourselves.”

Dr. Watson also thanked the office of Houston Mayor Sylvester Turner for hosting a Class of 2020 Celebration for seniors across the Houston region, including Spring ISD, on Friday, June 5. “It was so nice seeing all of our students and to receive the support of our Mayor last Friday night,” he said. “If any of you had the opportunity to see it on the news, Channel 2 did a really good job of showcasing our District and our students, and more importantly, the work the Mayor has done to celebrate the graduates this year.”

Below is the schedule of the In-person Graduation Schedule at Planet Ford Stadium, which will be livestreamed on the District’s website at www.springisd.org.

- Friday, June 12 at 7 PM - Spring High School
- Saturday, June 13 at 8 AM - Carl Wunsche Sr. High School
- Saturday, June 13 at 7 PM - Dekaney High School
- Sunday, June 14 at 8 AM - Spring Early College Academy
- Sunday, June 14 at 7 PM - Westfield High School

B. Board of Trustees (7:05 PM)

President Newhouse invited the Trustees to make remarks.

Trustee Jensen began her remarks by thanking President Newhouse for her dedicated presence at so many of the virtual and in-person events being held to mark the end of the 2019-2020 school year. She went on to commend the 2020 virtual graduation ceremonies presented online the previous weekend. “I was surprised at how much I enjoyed the virtual graduation,” Jensen said. “It’s really hard to hear people’s speeches in that auditorium at the Berry Center, and I got to hear, in detail, the principals’, Dr. Watson’s, the valedictorians’ and salutatorians’, and it was just really nice. I’m just hoping that in future years we retain this as an addition to the in-person graduation.”

Trustee Gonzales thanked everyone involved in putting on the Smart Kid Cool Car event on June 7, which had to be re-imagined in light of COVID-19 social distancing requirements. “It was exciting to see as many students come out and experience that,” Gonzales said. “The young lady that won was so excited, and just really deserving of that honor.” Trustee Gonzales also made a point of thanking the program’s sponsor, Honda of Spring, for their commitment to the event despite the unusual circumstances.

“Spring ISD did a great job of recognizing those students, and we want to thank Honda of Spring for putting that together,” she said. “They’re a great business partner and we truly appreciate it.”

Trustee Durant discussed how much she had enjoyed Houston Mayor Sylvester Turner’s Class of 2020 Celebration, a multimedia collaboration among area school districts, for which Spring ISD seniors gathered at the District’s Planet Ford Stadium to take part. “It was a fantastic event, and one of the things that I enjoyed was watching the kids having an opportunity to interact with their friends that they haven’t had a chance to see,” Durant said. “It was really fun to see them doing the line dancing together on the football field, and just watching them enjoy themselves.” She thanked staff members who helped coordinate the event and help make it safe for participating seniors. “Despite the challenges that we’re facing in our country today,” she said, “I’m very proud of how Spring ISD is moving forward and still meeting the needs of our students. So kudos to everyone. Thank you.”

President Newhouse echoed other Trustees in offering her appreciation for the recent events held to help celebrate the end of the school year, adding that the event at the stadium had offered the District a helpful trial run leading up to the following weekend’s in-person graduation ceremonies, where similar social distancing and sanitation rules will also be in place. She also commented on how well the Smart Kid Cool Car event had gone. “I know it took a lot of effort and organization and work there,” Newhouse said, “but you guys did a great job, and it was just nice to see our District celebrating our Class of 2020, so thank you.”

Trustee Adams took the opportunity to thank the faculty and staff of Roberson Middle School, where his own daughter just completed eighth grade. “I had the opportunity, with my daughter, to create a float out of our car and drive through the line with hundreds of other parents – proud parents – for her to graduate from eighth grade,” Adams said. “I just want to give kudos to the creativity and the commitment to the students that I saw from Principal Walker and her staff. It was very well done.” He said the Roberson event was a good example of the way schools around Spring ISD were working to support students despite the challenges posed by current events. “I just want to put that out there and echo what you’re saying about the great job we’re doing of keeping things as normal as possible under very difficult circumstances,” he said.

III. Special Recognition (7:10 PM)

A. Mexican American School Boards Association Scholarship Presentation (7:10 PM)

In a special presentation, three Spring ISD students were honored for earning a scholarship from the Mexican American School Boards Association (MASBA), of which the District’s Board of Trustees is a member.

Each year, MASBA recognizes outstanding students with scholarships to help fund their postsecondary education. This year, Spring ISD had three students selected for the awards: Nataly Benitez of Westfield High School, and Olger Carcache and Kayla Oregon of Spring High School.

The presentations were done live during the Board Meeting through Zoom with the counselors of each of the students making a personal trip to their homes to present

them with a certificate, scholarship check and distinctive graduation cords in red, green and white from MASBA.

The first recipient, Olger Carcache from Spring High School, ranked number three in his class and is headed to the University of Chicago this fall on a full scholarship, where he hopes to study languages, international/global studies and public policy.

The second recipient, Kayla Oregon from Spring High School, is planning to attend the University of Texas at San Antonio, where she hopes to specialize in neurology or neuroscience to eventually become a nurse and then a doctor.

The third recipient, Nataly Benitez from Westfield High School, plans to attend Houston Baptist University to study nursing.

IV. Executive Chief of District Operations (7:24 PM)

A. Missed School Day Waiver (7:24 PM)

The Board approved the submission of a Missed School Day Waiver for days missed due to COVID-19.

On May 5, 2020, the Commissioner announced that districts and charter schools that closed due to COVID-19 are eligible to apply for a Missed School Day waiver for any scheduled instructional days missed from March 16, 2020 until the end of the school district's last day of school. Each school district must request a Missed School Day Waiver for all days that the district was closed, closed preparing, and closed instructing. The Missed School Day Waiver must provide the days by listing the first day and the last consecutive day and the total of missed instructional minutes.

Spring ISD closed from March 16, 2020 through April 9, 2020; from April 13, 2020 through May 22, 2020 and again from May 26 through June 2, 2020 for a total of 55 missed school days. Each Missed School Day waiver is worth 440 waiver minutes per day for a total of 24,200 missed minutes.

Trustee Jensen moved that the Board of Trustees approve the Missed School Day Waiver for days missed due to COVID-19. Trustee Durant seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Davis).

V. Chief of Human Resources and Human Capital Accountability (7:29 PM)

A. Spring ISD Local Innovation Plan (7:29 PM)

Chief Julie Hill provided the Board with an update regarding the District's Local Innovation Plan and COVID-19.

VI. Chief Financial Officer (7:40 PM)

A. Teacher Pay Increase (7:40 PM)

The Board approved an increase in Teacher Pay for the 2020-2021 school year. The increase includes a 2.5 percent raise for the District's teachers as part of an effort to ensure their salaries are competitive with other districts in the Houston region.

Earlier this year, the District commissioned a study to look at how Spring ISD compares to other districts in the area with regard to teacher pay. That analysis confirmed that the District lost ground last year after many nearby districts issued significant salary increases as a result of House Bill 3, passed by the Texas Legislature in 2019.

The 2.5 percent salary increase offers a big step forward for Spring ISD teachers, and also includes additional one-time equity pay increases for those with up to 11 years of experience. The plan's goals include improving consistency between steps on the pay scale and closing the salary gap for teachers with more years of experience. For example, under the plan, a teacher with five years of experience will receive a pay raise of 2.5 percent (about \$1,700) plus an equity increase of \$1,047, for an overall salary of \$57,700, up from \$54,953 this year. A new teacher will receive \$56,500, up from last year's starting hiring salary of \$54,000.

Trustee Adams moved that the Board of Trustees approve the increase in teacher pay for the 2020-2021 school year as presented by the administration. Trustee Hodges seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Davis).

VII. Consent Agenda (7:44 PM)

The Board approved the Consent Agenda items that were discussed in detail at the June 4, 2020 Board Work Session.

Trustee Durant moved that the Board of Trustees approve and adopt all of the items listed on the Consent Agenda. Trustee Hodges seconded the motion and the motion with 6 in favor and 1 absent (Trustee Davis).

A. Review and Approval of Minutes from the Following Meetings:

1. May 7, 2020 Board Work Session
2. May 12, 2020 Regular Meeting
3. May 28, 2020 Special Called Session

B. 2020-2021 Work Calendar

The Board will consider approving the 2020-2021 Work Calendar.

C. Summer 2020 Projects, Second Guaranteed Maximum Price (GMP)

The Board will consider approving the Summer 2020 Projects, Second Guaranteed Maximum Price in the amount of \$359,271.

D. Camelot-Education-Texas, LLC-Amendment #6

The Board will consider approving the contract between Camelot-Education-Texas, LLC and Spring Independent School District.

E. Financial Update – Actual Expenditures – April 2020

The Board will ratify the actual expenditures presented.

F. Taxpayer Refunds

The Board will consider ratifying taxpayer refunds.

G. Request for Proposal (RFP) # 20-011 – Before and After School Child Care

The Board will consider awarding the contract for Before and After School Child Care and Enrichment Services to the provider recommended by the administration.

H. Request for Proposal (RFP) # 20-015 – School Health and Related Services (SHARS) Medicaid Reimbursement Services

The Board will consider awarding the contract for SHARS Medicaid Reimbursement Services to the provider recommended by the administration.

I. Request for Proposal (RFP) # 20-018 – Mental Health Support and Intervention

The Board will consider awarding the contracts for Mental Health Support and Intervention to the providers recommended by the administration

VIII. Closed Session (7:47 PM)

President Newhouse recessed the open session at 7:47 PM for the purpose of entering into closed session pursuant to the following provisions of the Texas Open Meetings Act:

- A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda
- B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property
 - 1. The Board will deliberate on an Easement to Harris County for Sidewalks along Ella Blvd.
- C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee
 - 1. The Board will deliberate regarding the Superintendent's evaluation and goals
 - 2. The Board will deliberate on employees nominated for special recognition
 - 3. The Board will deliberate on a recommendation for the termination and finding of no good cause for an employee's abandonment of contract
 - 4. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses
 - 5. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, recommendations for the proposed nonrenewal of employees on term contracts, recommendations for termination at the end of the year for employees on probationary contracts, and final orders for employees on term and probationary contracts previously proposed for termination and/or nonrenewal
- D. Under Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices

IX. Action on Closed Session Items (8:30 PM)

President Newhouse reconvened the open session at 8:30 PM.

- A. Trustee Adams moved that the Board of Trustees render a final order to terminate the contract of Nina Haydon as presented in closed session and to authorize the Superintendent to provide notice of the Board's action to the impacted employee pursuant to Chapter 21 of the Texas Education Code. Trustee Hodges seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Davis).

X. Adjournment (8:33 PM)

On a motion by Trustee Jensen, seconded by Trustee Hodges, the Board adjourned the meeting at 8:33 PM. The motion carried with 6 in favor and 1 absent (Trustee Davis).

Rhonda R. Newhouse, President

Donald Davis, Secretary



**BOARD OF TRUSTEES
SPECIAL CALLED SESSION
7:00 PM, JUNE 23, 2020
VIDEO CONFERENCE**

MINUTES

I. Call to Order (7:01 PM)

President Rhonda Newhouse called the video conference Special Called Session of the Spring Independent School District Board of Trustees to order at 7:01 PM on June 23, 2020, in accordance with Chapter 551 of the Texas Government Code.

Members Present:

Rhonda Newhouse, President
Dr. Deborah Jensen, Vice President
Donald Davis, Secretary
Winford Adams, Jr., Assistant Secretary
Justine Durant
Kelly P. Hodges

Members Absent:

Jana Gonzales

Others Present:

Rodney Watson, Superintendent of Schools
Ken Culbreath, Chief of Police
Julie Hill, Chief of Human Resources and Human Capital Accountability
Lupita Hinojosa, Chief Innovation and Equity Officer
Mark Miranda, Executive Chief of District Operations
Ann Westbrooks, Chief Financial Officer
Tiffany Dunne-Oldfield, Chief Communications Officer
Jeremy Binkley, General Counsel
Jason Sheffer, Director of Board Services

II. Opening Remarks (7:03 PM)

Dr. Rodney Watson highlighted the items that would follow on the agenda.

III. Chief Financial Officer (7:06 PM)

A. Third Budget Review (7:06 PM)

Chief Ann Westbrooks presented the Board with the Third Budget Review. In accordance with Board Policy CE(LOCAL), this review reflects amendments to the adopted budget. Section 44.006 of the Texas Education Code also mandates that public funds may not be expended in any manner other than as specified in the adopted budget, as properly amended.

Trustee Jensen moved that the Board of Trustees approve the Third Budget Review as presented by the administration. Trustee Durant seconded the motion and the motion carried

with 5 in favor and 2 absent (Trustee Gonzales was absent and Trustee Davis could not vote due to technical difficulties).

B. 2020-2021 Spring Independent School District Budget for Student Success Initiative and Accelerated Instruction (7:39 PM)

Chief Ann Westbrook presented the Board with the 2020-2021 Spring Independent School District Budget for Student Success Initiative and Accelerated Instruction.

The 2020-2021 Operating Budget for the Student Success Initiative and Accelerated Instruction has been developed as part of the General Fund budget to sufficiently support the cost of additional accelerated instruction for students who fail to perform satisfactorily on and End of Course Assessment instrument. The budgeted appropriations amount for this purpose is \$351,000.

State Compensatory Education funds will be used for all expenditures related to the Student Success Initiative and Accelerated Instruction.

Trustee Adams moved that the Board of Trustees approve the 2020-2021 Spring Independent School District Budget for Student Success Initiative and Accelerated Instruction. Trustee Jensen seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Gonzales).

IV. Public Hearing for the 2020-2021 Spring Independent School District Budget (7:43 PM)

A Public Hearing was held for the 2020-2021 Spring Independent School District Budget.

The 2020-2021 Operating Budget has been developed to support the priorities of the District's Five Year Strategic Plan. The budgeted appropriation amounts in the General Fund \$336,991,456, Child Nutrition \$29,500,000 and Debt Service \$59,690,952 total \$426,182,408.

Members of the public did not register to speak regarding this item.

A. 2020-2021 Spring Independent School District Budget (8:21 PM)

Trustee Adams moved that the Board of Trustees adopt the 2020-2021 Spring Independent School District Budget, as presented by the administration. Trustee Durant seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Gonzales).

V. Public Hearing for the 2020-2021 Optional Flexible School Day Program (8:23 PM)

A Public Hearing was held for the 2020-2021 Optional Flexible School Day Program.

The Optional Flexible School Day Program will provide flexible hours and days of attendance for students in any high school grade who meet one of the following criteria:

- The student has dropped out of school or is at risk of dropping out.
- The student will be denied credit for one or more classes in which the student has been enrolled as a result of attendance requirements under the Texas Education Code, §25.092.

The goal of the program is to improve graduation rates for students who are in danger of dropping out of school, have dropped out, or who are behind in core subject courses.

This program was approved last year, however, districts must submit a new/revised application annually.

Members of the public did not register to speak regarding this item.

A. 2020-2021 Optional Flexible School Day Program - Achieving Success Alternative Program (8:36 PM)

Trustee Durant moved that the Board of Trustees adopt the 2020-2021 Optional Flexible School Day Program, as presented by the administration. Trustee Davis seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Gonzales).

VI. Executive Chief of District Operations (8:38 PM)

A. Texas Virtual School Network Course Review Process Waiver (8:38 PM)

Chief Mark Miranda presented the Board with information regarding a waiver request for the Texas Virtual School Network Course Review Process.

Texas Education Agency (TEA) administers the Texas Virtual School Network (TXVSN), sets standards for and approves TXVSN courses and professional development for online teachers, and has fiscal responsibility for the network. For the past ten years, Spring ISD has been a provider of courses for the TXVSN. As a TXVSN provider, districts must submit a waiver from the TXVSN course review process administered by the TEA and certify that each course meets all TXVSN course standards and requirements for courses that fit one of the following criteria:

- Updates/revisions to the Texas Essential Knowledge and Skills
- New course offering
- New course developer for an existing course

Trustee Jensen moved that the Board of Trustees approve the waiver request for the Texas Virtual School Network Course Review Process, as presented by the administration. Trustee Adams seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Gonzales).

B. Westfield High School JROTC Update (8:46 PM)

Chief Mark Miranda presented the Board with information regarding the Westfield High School JROTC program. The presentation included an update on the design and construction of the JROTC facilities at Westfield High School.

VII. Chief of Human Resources and Human Capital Accountability (9:04 PM)

A. 2020-2021 Staffing Guidelines (9:04 PM)

Chief Julie Hill presented the Board with information regarding the recommended 2020-2021 Staffing Guidelines.

In accordance with Board Policies DP(LOCAL) and DC(REGULATION), the Staffing Guidelines for the 2020-2021 school year was provided to the Board for approval.

Trustee Jensen moved that the Board of Trustees approve the 2020-2021 Staffing Guidelines as presented by the administration. Trustee Davis seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Gonzales).

B. 2020-2021 Compensation Manual (9:31 PM)

Chief Julie Hill presented the Board with information regarding the Compensation Manual for the 2020-2021 school year.

In accordance with Board Policy DEA(LOCAL), the Compensation Manual for all District employees was provided to the Board for approval.

Trustee Adams moved that the Board of Trustees adopt the changes to the Compensation Manual for the 2020-2021 school year and authorize the Superintendent or designee to make any additional changes as required or allowed by the budget. Trustee Hodges seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Gonzales).

VIII. ~~Spring ISD Equity Plan Discussion~~

~~The Board will receive information regarding the Spring ISD Equity Plan.~~

THIS ITEM WILL BE DISCUSSED AT THE JUNE 30, 2020 SPECIAL CALLED SESSION

IX. Closed Session (9:40 PM)

President Newhouse recessed the open session at 9:40 PM for the purpose of entering into closed session pursuant to the following provisions of the Texas Open Meetings Act:

- A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda
- B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property
- C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee
 - 1. The Board will deliberate regarding the Superintendent's evaluation and goals
 - 2. The Board will deliberate on employees nominated for special recognition
 - 3. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses
 - 4. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, recommendations for the proposed nonrenewal of employees on term contracts, recommendations for termination at the end of the year for employees on probationary contracts, and final orders for employees on term and probationary contracts previously proposed for termination and/or nonrenewal
- D. Under Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices

X. Action on Closed Session Items (10:22 PM)

President Newhouse reconvened the open session at 10:22 PM.

- A. Trustee Adams moved that the Board of Trustees issue a school district teaching permit to the following employee, Steven Seltz, for the purpose of teaching noncore career and technology courses and to authorize the Superintendent or designee to notify the Commissioner of Education of the Board's action. Trustee Jensen seconded the motion and the motion carried with 6 in favor and 1 absent (Trustee Gonzales).

XI. Adjournment (10:24 PM)

On a motion by Trustee Durant, seconded by Trustee Hodges, the Board unanimously adjourned the meeting at 10:24 PM.

Rhonda R. Newhouse, President

Donald Davis, Secretary



**BOARD OF TRUSTEES
SPECIAL CALLED SESSION
10:00 AM, JUNE 29, 2020
VIDEO CONFERENCE**

MINUTES

I. Call to Order (10:10 AM)

President Rhonda Newhouse called the video conference Special Called Session of the Spring Independent School District Board of Trustees to order at 10:00 AM on June 29, 2020, in accordance with Chapter 551 of the Texas Government Code.

Members Present:

Rhonda Newhouse, President
Dr. Deborah Jensen, Vice President
Donald Davis, Secretary
Winford Adams, Jr., Assistant Secretary
Justine Durant
Jana Gonzales
Kelly P. Hodges

Members Absent:

Others Present:

Rodney Watson, Superintendent of Schools
Ken Culbreath, Chief of Police
Julie Hill, Chief of Human Resources and Human Capital Accountability
Lupita Hinojosa, Chief Innovation and Equity Officer
Khechara Bradford, Chief Academic Officer
Mark Miranda, Executive Chief of District Operations
Ann Westbrooks, Chief Financial Officer
Tiffany Dunne-Oldfield, Chief Communications Officer
Jeremy Binkley, General Counsel

II. Closed Session (10:14 AM)

President Newhouse recessed the open session at 10:14 AM for the purpose of entering into closed session pursuant to the following provisions of the Texas Open Meetings Act:

- A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda
- B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property
- C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee
 - 1. The Board will deliberate regarding the Superintendent's evaluation

2. The Board will deliberate regarding the duties of Board Trustees, the Superintendent of Schools, and District Administration

D. Under Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices

III. Action on Closed Session Items (4:18 PM)

President Newhouse reconvened the open session at 4:18 PM.

IV. Adjournment (4:20 PM)

On a motion by Trustee Adams, seconded by Trustee Durant, the Board adjourned the meeting at 4:20 PM. The motion carried with 6 in favor and 1 absent (Trustee Hodges was unable to vote due to technical difficulties).

Rhonda R. Newhouse, President

Donald Davis, Secretary



**BOARD OF TRUSTEES
SPECIAL CALLED SESSION
7:00 PM, JUNE 30, 2020
VIDEO CONFERENCE**

MINUTES

I. Call to Order (7:01 PM)

President Rhonda Newhouse called the video conference Special Called Session of the Spring Independent School District Board of Trustees to order at 7:01 PM on June 30, 2020, in accordance with Chapter 551 of the Texas Government Code.

Members Present:

Rhonda Newhouse, President
Dr. Deborah Jensen, Vice President
Donald Davis, Secretary
Winford Adams, Jr., Assistant Secretary
Justine Durant
Kelly P. Hodges

Members Absent:

Jana Gonzales

Others Present:

Rodney Watson, Superintendent of Schools
Ken Culbreath, Chief of Police
Julie Hill, Chief of Human Resources and Human Capital Accountability
Lupita Hinojosa, Chief Innovation and Equity Officer
Khechara Bradford, Chief Academic Officer
Mark Miranda, Executive Chief of District Operations
Deeone McKeithan, Executive Director of Community Engagement
Ann Westbrook, Chief Financial Officer
Tiffany Dunne-Oldfield, Chief Communications Officer
Jeremy Binkley, General Counsel
Jason Sheffer, Director of Board Services

II. Opening Remarks (7:03 PM)

A. Board of Trustees

President Rhonda Newhouse began the Trustee Remarks by highlighting the Spring ISD Equity Plan that would be discussed during the meeting. "There is nothing more important to me than putting systems and resources in place to ensure every child has the opportunity for success", Newhouse said. President Newhouse noted that she is "confident that our focus on equity is going to make a difference in the lives of our students and our entire Spring ISD community".

Trustee Jensen added that tonight's agenda contains scenarios for opening schools as well as the Spring ISD Equity Plan. "Every one of us wants the best for our students", she said.

Trustee Davis noted that he strongly supports the Board's equity plan. He then described a recent walkthrough that he did at the new Westfield ROTC facility and commended District staff for the renovation that is underway. "All standards have been met and beyond", said Davis "and I'm excited to see the final product".

Trustee Adams noted that early voting started Monday and reminded the community that it is part of our civic duty to vote. "If you want improvement in your community get out and vote and civically engage", said Adams.

B. Superintendent of Schools (7:10 PM)

Superintendent Dr. Rodney Watson highlighted the items to follow on the agenda including the Spring ISD Equity discussion and Scenario Based Planning.

III. Spring ISD Equity Agenda Discussion (7:12 PM)

Chief Tiffany Dunne-Oldfield introduced the Spring ISD Equity Agenda Discussion. Dr. Lupita Hinojosa presented the Board with the Spring ISD Equity Action plan, which is driven by the Board's goals and the District's vision. The presentation included the equity work structure, information on the steering committee application, the equity action plan timeline, and the agenda for the first steering committee meeting.

IV. Scenario Based Planning for 2020-2021 (7:31 PM)

Chief Tiffany Dunne-Oldfield introduced the Scenario Based Planning for 2020-2021. The plan will allow Spring ISD students to choose to participate in either in-person or remote learning for the 2020-21 school year. Spring ISD formed 11 scenario-based planning teams with more than 100 members in late May. The teams spent the month of June tackling challenges, including class configurations, child nutrition, instructional technology and transportation, among others, and finding solutions that are flexible enough to adjust to a range of COVID-19 scenarios that may occur in the 2020-21 school year.

These solutions came together to form five micro plans surrounding various topics—including school schedules, class configurations, student learning, staffing and professional development, student and family support and facilities—that can meet the needs of the following scenarios:

- Scenario 1: Schools open with minimum social distancing;
- Scenario 2: Schools open with significant need for social distancing; or
- Scenario 3: Schools do not open, and remote learning continues.

The planning resulted in two options for Spring ISD students: the Safety-First Hybrid Model, which includes both in-person and remote instruction, and the Empowered Learning At-Home Model, which is entirely remote learning.

Both options will allow students to participate in co-curricular activities, will offer a full suite of District student and family supports, will include standards-based curriculum and project-based learning experiences and will offer synchronous, or real-time, and asynchronous, or self-paced, learning.

While the Empowered Learning At-Home Model will not be affected by COVID-19, the District has developed an Operational Decision Meter—based on Harris County's COVID-

19 Threat Level system—to guide district officials in adjusting the Safety-First Hybrid Model to fit the three scenarios.

V. Closed Session (9:27 PM)

There was no Closed Session

- A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda
- B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property
- C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee
 - 1. The Board will deliberate regarding the Superintendent's evaluation and goals
 - 2. The Board will deliberate on employees nominated for special recognition
 - 3. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses
 - 4. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, recommendations for the proposed nonrenewal of employees on term contracts, recommendations for termination at the end of the year for employees on probationary contracts, and final orders for employees on term and probationary contracts previously proposed for termination and/or nonrenewal
- D. Under Section 551.076 - To consider the deployment, or specific occasions for implementation, of security personnel or devices

VI. Action on Closed Session Items (9:27 PM)

The Board took no action.

VII. Adjournment (9:29 PM)

On a motion by Trustee Jensen, seconded by Trustee Hodges, the Board adjourned the meeting at 9:29 PM. The vote was 6 in favor and 1 absent (Trustee Gonzales).

Rhonda R. Newhouse, President

Donald Davis, Secretary

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|--|
| SUBJECT | Superintendent of Schools - Remarks |
| RECOMMENDED ACTION | None |
| EXPLANATION OF ITEM | The Superintendent may provide general information or remarks. |
| EVERY CHILD 2020 IMPERATIVE | Engaged Stakeholders in Every Community |
| EVERY CHILD 2020 COMMITMENT | Trusted Source of Information |
| EVERY CHILD 2020 STRATEGY | Ensure Clear, Timely and Transparent Communications |
| RESOURCE PERSONNEL | Rodney Watson, Superintendent of Schools |
| BUDGET PROVISIONS | N/A |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | N/A |
| DO YOU HAVE SUPPORTING DOCUMENTS | No |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | N/A |
| DOES ITEM REQUIRE PUBLIC HEARING | N/A |
| MEETING DATE | August 2020 |

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | 2019-2020 School Health Advisory Council (SHAC) Annual Report |
| RECOMMENDED ACTION | None |
| EXPLANATION OF ITEM | <p>TEC Sec. 28.004. LOCAL SCHOOL HEALTH ADVISORY COUNCIL AND HEALTH EDUCATION INSTRUCTION.</p> <p>(a) The board of trustees of each school district shall establish a local school health advisory council to assist the district in ensuring that local community values are reflected in the district's health education instruction.</p> <p>(m) In addition to performing other duties, the local school health advisory council shall submit to the board of trustees, at least annually, a written report that includes:</p> <p>(3) a detailed explanation of the council's activities during the period between the date of the current report and the date of the last prior written report; and</p> <p>(4) any recommendations made by the physical activity and fitness planning subcommittee.</p> |
| EVERY CHILD 2020 IMPERATIVE | Excellence in Every School |
| EVERY CHILD 2020 COMMITMENT | Safe and Secure Learning Environments for All |
| EVERY CHILD 2020 STRATEGY | Implement Districtwide Responsible Citizenship Practices and Programs |
| RESOURCE PERSONNEL | <p>Dr. Lupita Hinojosa, Chief of Innovation and Equity</p> <p>Tranita Carroll, Parent Engagement Director/SHAC Co-Chair</p> <p>Carmen Correa, Parent/SHAC Co-Chair</p> |
| BUDGET PROVISIONS | N/A |

| | |
|--|--------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | No |
| IS ITEM A CONSENT AGENDA ITEM | N/A |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | Yes |
| WHEN WILL THE PRESENTATION BE MADE | Work Session |

| | |
|--|-------------|
| DOES ITEM REQUIRE BOARD SIGNATURE | No |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|--|
| SUBJECT | Spring ISD EdCamp Presentation and Curriculum Update |
| RECOMMENDED ACTION | None |
| EXPLANATION OF ITEM | Spring ISD hosted our first EdCamp in July. This event was a fabulous professional development opportunity for all teachers. A planning team of teachers designed and facilitated the weeklong event. All sessions were taught by teachers and focused on special education, bilingual programs, blended learning, synchronous instruction, Google tools and student engagement. |
| EVERY CHILD 2020 IMPERATIVE | Excellence in Every School |
| EVERY CHILD 2020 COMMITMENT | Excellent Leadership Teams in Every School |
| EVERY CHILD 2020 STRATEGY | Implement Collaborative Leadership Teams |
| RESOURCE PERSONNEL | Khechara Bradford, Chief Academic Officer Diana Kimberly, Executive Director Workforce Development |
| BUDGET PROVISIONS | N/A |

| | |
|--|-----------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | No |
| IS ITEM A CONSENT AGENDA ITEM | N/A |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | Yes |
| WHEN WILL THE PRESENTATION BE MADE | Regular Meeting |
| DOES ITEM REQUIRE BOARD SIGNATURE | No |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | Order and Notice of Trustee Election for Positions 4 and 5 |
| RECOMMENDED ACTION | That the Board approve the Order and Notice of Trustee Election. |
| EXPLANATION OF ITEM | The Order and Notice of Trustee Election allows the District to hold an election for the trustee positions with an expiring term. |
| EVERY CHILD 2020 IMPERATIVE | Engaged Stakeholders in Every Community |
| EVERY CHILD 2020 COMMITMENT | Culture of High Community Engagement |
| EVERY CHILD 2020 STRATEGY | Expand Volunteer Opportunities |
| RESOURCE PERSONNEL | Jeremy Binkley, General Counsel Jason Sheffer, Director of Board Services |
| BUDGET PROVISIONS | Funds are included in the current budget. |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | Yes |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | Yes |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |



ORDER FOR TRUSTEE ELECTION

**THE STATE OF TEXAS
COUNTY OF HARRIS
SPRING INDEPENDENT SCHOOL DISTRICT**

WHEREAS, the Board of Trustees of the Spring Independent School District has determined that the term of office for Position 4 and Position 5 of the Board of Trustees will expire in November 2020; and

WHEREAS, the Board of Trustees wishes to proceed with the ordering of an election for said Positions; therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE SPRING INDEPENDENT SCHOOL DISTRICT THAT:

Section 1. A joint election with City of Houston and/or Harris County shall be held in the SPRING INDEPENDENT SCHOOL DISTRICT (the "District") on November 3, 2020, in which all resident, qualified voters of the District shall be entitled to vote to elect one person for Position 4 and one person for Position 5 of the Board of Trustees. The Office of the General Counsel, in consultation with the Superintendent of Schools, is hereby authorized to make all necessary arrangements for the holding of said election, to execute all necessary contracts for election services, and to serve as District representatives to coordinate with the Harris County Elections Administrator in conducting the election in accordance with, and subject to, the laws of this State. The Harris County Elections Administrator shall furnish all necessary election equipment, programming, ballots and other election supplies necessary for a lawful election.

Section 2. A person who is a qualified voter within the District may become a candidate for one of the Positions to be filled by filing his or her name and the appropriate forms with the Spring ISD Office of the General Counsel, on or after July 18 through August 17, 2020, until 5:00 PM, the deadline to file candidate applications, at the Spring ISD Gordon M. Anderson Leadership Center, 16717 Ella Blvd., Houston, Texas 77090. Regular office hours for the Office of the General Counsel are 8:00 AM to 5:00 PM, Monday through Friday. The District shall post a schedule on its website and the bulletin board, where notices of its board meetings are posted, of the dates and times when someone will be available at the Office of the General Counsel to accept candidate filings. A drawing by the candidates or their representatives shall be conducted at 5:00 PM on August 24, 2020, at the Gordon M. Anderson Leadership Center to determine the order in which the names of candidates shall appear on the ballot. The District shall post a notice of the date, hour, and place of the drawing on the bulletin board used for the notices of meetings of the Board of Trustees of the District. The notice shall remain posted continuously for seventy-two (72) hours immediately preceding the scheduled time of the drawing. The District shall also mail notice of the date, hour, and place of the drawing to each candidate, at the address stated on the candidate's application for a place on the ballot, not later than the fourth (4th) day before the day of the drawing.

Section 3. No person shall have a vote counted for him or her as a write-in candidate unless that person has filed a written declaration of write-in candidacy with the Office of the General Counsel, by 5:00 PM, August 21, 2020 at the Gordon M. Anderson Leadership Center.

Section 4. In the event that there is only one candidate for election to each position at the close of declaration of write-in candidacy filing at 5:00 PM, August 21, 2020, Jeremy Binkley,

General Counsel, shall certify, in writing, no earlier than August 24, 2020, that all candidates are unopposed for election. The certification shall be delivered to the Board of Trustees as soon as possible and the Board, in accordance with Texas Open Meeting Act requirements, shall declare each unopposed candidate elected to office and cancel the election. A copy of the order canceling the election shall be posted on Election Day at each polling place.

Section 5. All voting in the election, including early voting by personal appearance, shall be done through the use of the Hart Voting System 6.2.11, a direct recording electronic voting system adopted by the Commissioners Court of Harris County, Texas and certified by the Texas Secretary of State for use in elections.

Section 6. The polls for said election shall be open for voting from 7:00 AM to 7:00 PM on November 3, 2020. In accordance with Section 43.004(b) of the Texas Election Code, the Board of Trustees hereby designates as polling places for the election the regular county polling places in Harris County election precincts that contain territory from the District, and hereby designates the established Harris County early voting locations as they currently exist or may be hereinafter amended, as the early voting locations for this election.

Section 7. The Harris County Administration Building, 1001 Preston Street, First Floor, Houston, Texas 77002 is hereby designated as the main early voting place, and Mr. Chris Hollins, Harris County Clerk, is hereby appointed clerk for early voting in the election. Requests for ballots by mail should be directed in writing to Mr. Chris Hollins, Harris County Clerk, P.O. Box 1148, Houston, Texas 77251-1148. Requests for ballots by mail must be received no later than October 23, 2020. The first day of early voting by personal appearance is Monday, October 13, 2020, and the last day of early voting is Friday, October 30, 2020. Early Voting times are Harris County Early Voting times and can be found at www.harrisvotes.com. Early voting will be conducted at the established Harris County early voting locations.

Section 8. The official ballots for said election shall be prepared in accordance with the Texas Election Code. All election materials, including notice of the election, ballots, instruction cards, affidavits and other forms which voters may be required to sign, and all early voting materials shall be printed in English, Spanish, Vietnamese, and Chinese; Spanish, Vietnamese and Chinese translations thereof shall be made available in the circumstances permitted and in the manner required by law.

Section 9. Pursuant to Section 11.0581 of the Texas Education Code and Chapters 31 and 271 of the Texas Election Code, this election shall be conducted as a joint election with City of Houston in odd numbered years and Harris County in even numbered years. Said election shall be held in accordance with the applicable parts of the Texas Election Code, including particularly Chapter 272 of the Texas Education Code pertaining to bilingual requirements, and the Federal Voting Rights of 1965, as amended.

Section 10. A substantial copy of this order shall serve as proper notice of said election. Notice shall be given by publishing the notice, in English, Spanish, Chinese and Vietnamese, one time, not earlier than the 30th day nor later than the 10th day prior to the date set for the election, in a newspaper published in the District, and by posting a copy of the notice on the bulletin board used for posting notices of Board of Trustees meetings, not later than the 21st day prior to the date set for the election.

Section 11. The candidate receiving the highest number of votes for each respective position shall be deemed to be elected and be entitled to serve as trustee.

Section 12. The results of the election shall be canvassed by the Board of Trustees not earlier than November 6, 2020 and not later than November 17, 2020, at a meeting called by the Board in accordance with the requirements of the Texas Open Meetings Act.

PASSED AND APPROVED the 11th day of August, 2020.

ATTEST:

Rhonda Newhouse, President
Board of Trustees

Donald Davis, Secretary
Board of Trustees

NOTICE OF TRUSTEE ELECTION

**STATE OF TEXAS
COUNTY OF HARRIS
SPRING INDEPENDENT SCHOOL DISTRICT**

The Board of Trustees of the Spring Independent School District hereby gives notice of an election to be held on November 3, 2020 for the purpose of electing one trustee each for Position 4 and Position 5.

Early voting by personal appearance begins Monday, October 13, 2020, and the last day of early voting is Friday, October 30, 2020. Early Voting times are Harris County Early Voting times and can be found at www.harrisvotes.com. **Early voting will be conducted at the established Harris County early voting locations.**

Please verify locations and times as they are subject to change.

To verify go to the Harris County web site: www.harrisvotes.com

The Harris County Administration Building, 1001 Preston Street, First Floor, Houston, Texas 77002 is hereby designated as the main early voting place, and Mr. Chris Hollins, Harris County Clerk, is hereby appointed clerk for early voting in the election. Requests for ballots by mail should be directed in writing to Harris County Clerk, Early Voting Clerk, P.O. Box 1148, Houston, Texas 77251-1148. Requests for ballots by mail must be received no later than October 23, 2020.

The polls for said election shall be open for voting from 7:00 AM to 7:00 PM on November 3, 2020. In accordance with Section 43.004(b) of the Texas Election Code, the Board of Trustees hereby designates as polling places for the election the regular county polling places in Harris County election precincts that contain territory from the District. A list of the polling places shall be attached as Exhibit A.

ATTEST:

Rhonda Newhouse, President
Board of Trustees

Donald Davis, Secretary
Board of Trustees

EXHIBIT A
LIST OF POLLING LOCATIONS

The District designates as its voting locations the established Harris County voting locations or such other locations as may be designated by the County.

Please verify locations and times as they are subject to change.
To verify go to the Harris County web site: www.harrisvotes.com

| Precinct # | November 3, 2020 Polling Location* | Room # | Street Address | City | Zip Code |
|------------|---|--------|--------------------------------|-------------|--------------|
| # de Zona | 3 de noviembre del 2020 Zona* | | Dirección | Ciudad | Zona Postal |
| Phân Khu | Nhà Nêâm Bô Phieáu cho Cuôc Baàu Cồu ngaw 3 thaùng Mồôi moät, 2020* | | Nhà chæ ñồông phoá | Thaønh Phoá | Soá Zip Code |
| 選區# | 2020 年11 月3 日選舉地點* | | 街道地址 | 市 | 郵遞區號 |
| 0006 | Hirsch Elementary School | | 2633 Trailing Vine Road | Spring | 77373-7716 |
| 0110 | Salyers Elementary School | | 25705 West Hardy Road | Spring | 77373-2813 |
| 0283 | Cooper Elementary School | | 18655 Imperial Valley Drive | Houston | 77073 |
| 0465 | Ponderosa Elementary School | | 17202 Butte Creek Road | Houston | 77090-2332 |
| 0482 | Roth Elementary School | | 21623 Castlemont Lane | Spring | 77388-3860 |
| 0520 | Eickenroht Elementary School | | 15252 Grand Point Road | Houston | 77090 |
| 0549 | Link Elementary School | | 2815 Ridge Hollow Drive | Houston | 77067-1939 |
| 0957 | Link Elementary School | | 2815 Ridge Hollow Drive | Houston | 77067-1939 |
| 0550 | The Abiding Word Lutheran Church and School | | 17123 Red Oak Drive | Houston | 77090 |
| 0586 | Anderson Elementary School | | 6218 Lynngate Drive | Spring | 77373-7238 |
| 0588 | Winship Elementary School | | 2175 Spring Creek Drive | Spring | 77373-6199 |
| 0596 | Mildred Jenkins Elementary School | | 4615 Reynaldo Drive | Spring | 77373-6821 |
| 0614 | Beneke Elementary School | | 3840 Briarchase Drive | Houston | 77014-2755 |
| 0825 | Beneke Elementary School | | 3840 Briarchase Drive | Houston | 77014-2755 |
| 0981 | Beneke Elementary School | | 3840 Briarchase Drive | Houston | 77014-2755 |
| 0615 | Wells Middle School Auxiliary Gym | | 4033 Gladeridge Drive | Houston | 77068-2399 |
| 0629 | All Stars After School Club | | 675 West Rankin Road | Houston | 77067 |
| 0753 | Twin Creeks Middle School | | 27100 Cypresswood Drive | Spring | 77373-6300 |
| 0660 | Thompson Elementary School | | 12470 Walters Road | Houston | 77014-2422 |
| 0678 | Clark Primary School | | 12625 River Laurel Drive | Houston | 77014 |
| 0717 | Lewis Elementary School | | 3230 Spears Road | Houston | 77067-5214 |
| 0747 | Dueitt Middle School | | 1 Eagle Crossing | Spring | 77373-7535 |
| 0757 | Fallbrook Church | | 12512 Walters Road | Houston | 77014-2784 |
| 0794 | Harvest Time Church | | 17770 Imperial Valley Drive | Houston | 77060-6100 |
| 0883 | Carolee Booker Elementary School | | 22352 Imperial Valley Drive | Houston | 77073 |
| 0894 | Helen Major Elementary | | 16855 Sugar Pine Dr. | Houston | 77090 |
| 0897 | Northgate Crossing Elementary School | | 23437 Northgate Crossing Blvd. | Spring | 77373 |

| | | | | | |
|------|--|--|----------------------------|---------|------------|
| 0912 | Ginger McNabb Elementary School | | 743 East Cypresswood Drive | Spring | 77373 |
| 0041 | Immanuel United Church | | 26501 Border Street | Spring | 77373 |
| 0342 | Calvert Elementary School | | 1925 Marvell Drive | Houston | 77032-2085 |
| 0358 | Richard and Kitty Spence Elementary School | | 1300 Gears Road | Houston | 77067 |
| 0399 | Memorial Hills Clubhouse | | 225 Briarcreek Boulevard | Houston | 77073-1511 |
| 0452 | Zwink Elementary School | | 22200 Frassati Way | Spring | 77389 |
| 0466 | Church of Christ on Bammel Road | | 2700 West FM 1960 Road | Houston | 77068-3299 |
| 0468 | Northcliffe Manor Community Center | | 12026 West Marsham Circle | Houston | 77066-4439 |
| 0500 | Lemm Elementary School | | 19034 Joan Leigh Drive | Spring | 77388-5255 |
| 0851 | To Be Determined | | | | |
| 0958 | Saint Paul A M E Church | | 1554 Gears Road | Houston | 77067 |
| 0997 | Hampton Inn and Suites | | 150 Wagon Point Drive | Houston | 77090 |
| 0588 | Winship Elementary | | 2175 Spring Creek Drive | Spring | 77373-6199 |
| 0596 | Mildred Jenkins Elementary School | | 4615 Reynaldo Drive | Spring | 77373-6821 |

***Please verify locations and times as they are subject to change. To verify go to the Harris County web site: www.harrisvotes.com**



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | Appointment of One Delegate and One Alternate for the 2020 TASB Delegate Assembly |
| RECOMMENDED ACTION | The Board will discuss appointing one delegate and one alternate to serve as Spring ISD's representatives at the 2020 TASB Delegate Assembly. |
| EXPLANATION OF ITEM | The Board can appoint members as its official voting delegate and alternate to the 2020 TASB Delegate Assembly in Dallas, Texas, on October 3, 2020 (as provided by TASB Bylaws). |
| EVERY CHILD 2020 IMPERATIVE | Engaged Stakeholders in Every Community |
| EVERY CHILD 2020 COMMITMENT | Culture of High Community Engagement |
| EVERY CHILD 2020 STRATEGY | Expand Volunteer Opportunities |
| RESOURCE PERSONNEL | Rhonda Newhouse, Board President |
| BUDGET PROVISIONS | N/A |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | Yes |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | Yes |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |

Official Delegate Designation Form

Please note:

- Only board members of TASB Active Members (public school districts and ESCs) may serve as delegates or alternates.
- TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Michael Pennant (contact information located at bottom of page).
- You also may submit your designation online. The online form is available in myTASB under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>).
- The *Delegate Assembly Handbook* will be distributed electronically at least 20 days prior to Delegate Assembly. Hard copies of the *Handbook* will be available on site. (Mailed copies will be available by request.)
- Credentials (ribbon and button) will be mailed to delegates and alternates who are registered by August 21. After that date, credentials must be picked up on site at Delegate Assembly.

Delegate: _____

Board position: _____ E-mail: _____

Mailing address (if NOT the district address) for Delegate Assembly materials:

Alternate: _____

Board position: _____ E-mail: _____

Mailing address (if NOT the district address) for Delegate Assembly materials:

Name of school district: _____

County-district number: _____ **TASB (ESC) region number:** _____

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2020 TASB Delegate Assembly scheduled for October 3 in Dallas (as provided by the TASB Bylaws).

Board president's signature: _____ Date: _____

Please return your board's designations online or to the address below by August 21, 2020, to receive Delegate Assembly credentials by mail. Delegates submitted after August 21 will need to pick up credentials (button and ribbon) on site.

Texas Association of School Boards
Attn: Michael Pennant
Fax: 512.467.3554
Email: michael.pennant@tasb.org



Questions? Contact Michael Pennant at 800.580.8272 or michael.pennant@tasb.org.



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | Endorsement of Candidate for Texas Association of School Boards (TASB), Region 4. |
| RECOMMENDED ACTION | The Board will consider endorsing a candidate for Texas Association of School Boards (TASB), Region 4. |
| EXPLANATION OF ITEM | <p>Attached is the TASB Overview: 2020 Nomination Information which lists candidates for positions on the TASB Board. These individuals have been nominated by their local boards for TASB Board positions which are vacant or have expiring terms.</p> <p>Between Friday, July 3, and Monday, August 31, 2020, school boards are invited to endorse a candidate for each position in its Region.</p> <p>If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly. The nomination from the individual's local school board is counted as an endorsement.</p> |
| EVERY CHILD 2020 IMPERATIVE | Engaged Stakeholders in Every Community |
| EVERY CHILD 2020 COMMITMENT | Culture of High Community Engagement |
| EVERY CHILD 2020 STRATEGY | Expand Volunteer Opportunities |
| RESOURCE PERSONNEL | Rhonda Newhouse, Board President |
| BUDGET PROVISIONS | N/A |

| | |
|--|-----|
| IS ITEM ON BOT WORK SESSION AGENDA | No |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | N/A |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | Yes |

DOES ITEM REQUIRE PUBLIC HEARING

No

MEETING DATE

August 2020

| Region, Open Position | Candidate/District | Total Endorsements Received |
|--|---|-----------------------------|
| Region 4, Position B Currently held by Page Rander (Clear Creek ISD) Total active members in Region=50 Endorsements required for 25 percent=13 Endorsements required for Majority=26 | Darlene Breaux (Alief ISD) Brief Bio | 1 |
| | Page Rander (Clear Creek ISD) Brief Bio | 1 |
| Region 4, Position D* Anne Sung (Houston ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i> | Anne Sung (Houston ISD) Brief Bio | |
| Region 4, Position H* Rose Avalos (Aldine ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i> | Rose Avalos (Aldine ISD) Brief Bio | |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|---|---|-----------------------------|
| Region 8 Currently held by Thomas Darden (Cooper ISD) Total active members in Region= 46 Endorsements required for 25 percent= 12 Endorsements required for Majority= 24 | Thomas Darden (Cooper ISD) (I) Brief Bio | 1 |
| | Clifton Fendley (Paris ISD) Brief Bio | 1 |
| | Jason Hudson (Cumby ISD) Brief Bio | 1 |
| | | |
| Region 10, Position D Currently held by Kevin Carbó (Mesquite ISD) Total active members in Region= 82 Endorsements required for 25 percent= 21 Endorsements required for Majority= 42 | Kevin Carbó (Mesquite ISD) Brief Bio | 1 |
| | Stephanie O'Dell (McKinney ISD) Brief Bio | 1 |
| | Jeff Pendill (Community ISD) Brief Bio | 1 |
| | Jeff Striplin (Bland ISD) Brief Bio | 1 |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|---|--|-----------------------------|
| Region 11, Position B* Jacinto "Cinto" Ramos (Fort Worth ISD) <i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i> | Jacinto "Cinto" Ramos (Fort Worth ISD) Brief Bio | |
| Region 11, Position C New Position Total active members in Region= 77 Endorsements required for 25 percent= 19 Endorsements required for Majority= 39 (Endorsement Count) | Douglas Chadwick (Denton ISD) Brief Bio | 1 |
| | Justin Chapa (Arlington ISD) Brief Bio | 1 |
| | Julie Cole (Hurst-Euless-Bedford ISD) Brief Bio | 1 |
| | DeLeon English (Little Elm ISD) Brief Bio | 1 |
| | Karen Marcucci (Mansfield ISD) Brief Bio | 1 |
| | Ryan Ray (Crowley ISD) Brief Bio | 1 |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|---|---|-----------------------------|
| Region 13, Position B | Earl Foster (Burnet CISD) | 1 |
| Currently held by Mary Jane Hetrick (Dripping Springs ISD) | Brief Bio | |
| Total active members in Region= 55 | | |
| Endorsements required for 25 percent= 14 | | |
| Endorsements required for Majority= 28 | Mary Jane Hetrick (Dripping Springs ISD) (I) | 1 |
| | Brief Bio | |
| | Margie Villalpando (San Marcos CISD) | 1 |
| | Brief Bio | |
| Region 14 | Greg Welch (Clyde CISD) | 1 |
| Currently held by Greg Welch (Clyde CISD) | Brief Bio | |
| Total active members in Region= 43 | | |
| Endorsements required for 25 percent= 11 | | |
| Endorsements required for Majority= 22 | | |
| Region 15 | Raymond P. Meza (San Felipe Del Rio ISD) | 1 |
| Currently held by Raymond P. Meza (San Felipe Del Rio CISD) | Brief Bio | |
| Total active members in Region= 43 | | |
| Endorsements required for 25 percent= 11 | | |
| Endorsements required for Majority= 22 | | |

| Region, Open Position | Candidate/District | Total Endorsements Received |
|---|---|-----------------------------|
| Region 20, Position A | Lisa M. Brown (Fort Sam Houston ISD) | 1 |
| Currently held by Rolinda Schmidt (Kerrville ISD) | Brief Bio | |
| Total active members in Region= 57 | | |
| Endorsements required for 25 percent= 14 | | |
| Endorsements required for Majority= 29 | Luis Fernandez (Uvalde CISD) | 1 |
| | Brief Bio | |
| | JD Rodriguez (Dilley ISD) | 1 |
| | Brief Bio | |
| | Rolinda Schmidt (Kerrville ISD) | 1 |
| | Brief Bio | |

Region 20, Position B* **Karen Freeman (Northside ISD-Bexar County)**

Karen Freeman (Northside ISD-Bexar County)
According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.

[Brief Bio](#)

* Large District Position

(I) Incumbent that has indicated that they will be seeking reelection

**TASB ENDORSEMENT FORM**

DATE: _____

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

This endorsement was approved by our school district's board of trustees at a duly called meeting on

_____.
(Date)

Best regards,

(Signature of board president or officer)

PRINTED NAME: _____

SCHOOL DISTRICT: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

Must be received by TASB on or before AUGUST 31, 2020.

**RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554**

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|--|
| SUBJECT | Internal Audit - Year End Progress Report FY 2019/2020, District Risk Analysis FY 2020/2021 and Internal Audit Plan FY 2020/2021 |
| RECOMMENDED ACTION | That the Board approve the Internal Audit –Year End Progress Report FY 2019/2020 and Internal Audit Plan FY 2020/2021. |
| EXPLANATION OF ITEM | To provide an update on the District's internal audit plan, fraud hotline and a summary of activity funds, attendance and department internal audit reports. |
| EVERY CHILD 2020 IMPERATIVE | Engaged Stakeholders in Every Community |
| EVERY CHILD 2020 COMMITMENT | Trusted Source of Information |
| EVERY CHILD 2020 STRATEGY | Ensure Clear, Timely and Transparent Communications |
| RESOURCE PERSONNEL | Patricia C. Rios, Internal Auditor |
| BUDGET PROVISIONS | N/A |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | Yes |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | No |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |

INTERNAL AUDIT

YEAR END

PROGRESS REPORT

FISCAL YEAR 2019/2020

AUGUST 6, 2020

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PURPOSE OF THE INTERNAL AUDIT YEAR END PROGRESS REPORT

The purpose of this Year End Progress Report is to provide information on the assurance services, consulting services, and other activities of the internal audit function.

The Year End Progress Report was prepared using the guidelines provided by the Board. We also included other information we felt was important to the internal audit operations during Fiscal Year 2019/2020. Additional information regarding the Internal Audit Department can be found at the following website: <http://www.springisd.org/Domain/391>.

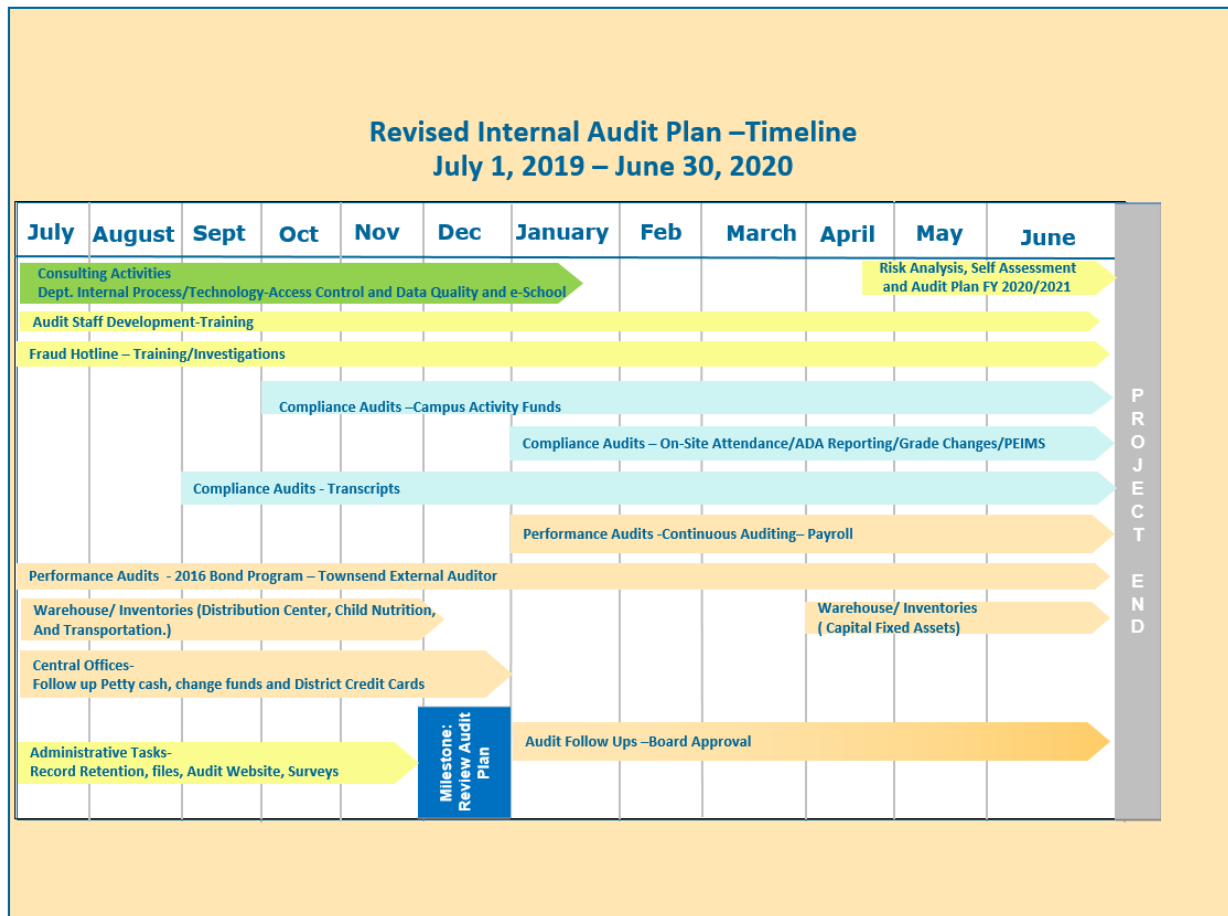
Respectfully submitted,

Patricia C. Rios
CICA, CTSBS, RTSBA, MBA
Internal Auditor

REVISED INTERNAL AUDIT PLAN - FISCAL YEAR 2019/2020

The Spring ISD Fiscal Year 2019/2020 Revised Audit Plan is a description of the Internal Audit activities that were planned to be completed by the Office of Internal Audit during Fiscal Year 2019/2020. Our overall objective was to develop a standardized audit plan which addressed the highest risks within Spring ISD, consistent with the [Internal Audit Charter](#) and Spring's Strategic Plan. The Plan complied with the Spring ISD Policies and Procedures, Internal Audit Activities, and partially comply with The Institute of Internal Auditors' (IIA) [International Standards for the Professional Practice of Internal Auditing](#), and [Government Auditing Standards](#).

The information on pages 5-7 contains the Internal Audit Year End Progress Report for Fiscal Year 2019/2020, including the report numbers, report dates, deviations from the original plan, and the status of completion of the audit and special projects. Due to COVID 19 the District was closed after March, 2020, therefore some projects will continue in the next school year 2020-2021.



| Report No. | Report Date | Audit Plan/Audit Project Name | Audit Plan Status |
|------------------------------------|-----------------------|--|--|
| FINANCIAL | | | |
| OPR-20-004 | 6/25/19 | Communications Department – Activity Funds Account | Completed |
| OPR-20-006 | 7/2/19 | Transportation Department – Activity Funds Account | Completed |
| OPR-20-001 | 8/26/19 | Transportation - Inventories | Completed |
| OPR-20-003 | 8/26/19 | Child Nutrition Inventories | Completed |
| OPR-20-005 | 8/26/19 | Distribution Center –Warehouse Inventories | Completed |
| OPR-20-009 | 9/6/19 | District Pcards – Debit Cards | Completed |
| OPR-20-002 | 9/17/19 | Petty Cash/Change Funds/ Child Nutrition, Maintenance, Tax Office, and Athletics | Completed |
| OPR-20-008 | 11/15/19 | Student's Transcripts – Limited Scope | Completed |
| OPR-20-007 | Starting April 2020 | Capital Fixed Assets | Moved to FY 2020-2021 due to COVID -19 |
| OPERATIONAL | | | |
| OPR-20-012 PT 2 | 6/25/19 | Continuous Auditing –Central Operations – Accounts Payable Year End Report | Completed |
| OPR-20-010 | Starting January 2020 | Continuous Auditing –Central Operations – Payroll | Moved to FY 2020-2021 due to COVID-19 |
| OPR-20-011 PT 2 | On-going | Performance Audits and Consulting Activities – 2016 Bond Program | In Progress-will continue FY 2020/2021 |
| COMPLIANCE – ACTIVITY FUNDS | | | |
| 20-120 | 6/5/19 | Cooper Elementary School | Completed |
| 20-044 | 6/6/19 | Dueitt Middle School | Completed |
| 20-048 | 6/12/19 | Bailey Middle School | Completed |
| 20-043 | 6/27/19 | Wells Middle School | Completed |
| 20-125 | 6/27/19 | Hoyland Elementary School | Completed |
| 20-124 | 10/21/19 | Booker Elementary School | Completed |
| 20-111 | 10/23/19 | Smith Elementary School | Completed |
| 20-127 | 10/29/19 | Major Elementary School | Completed |
| 20-123 | 11/11/19 | Lewis Elementary School | Completed |
| 20-128 | 11/12/19 | Marshall Elementary School | Completed |
| 20-110 | 11/19/19 | Link Elementary School | Completed |
| 20-115 | 11/20/19 | Heritage Elementary School | Completed |
| 20-109 | 12/3/19 | Anderson Elementary School | Completed |
| 20-102 | 12/4/19 | Bammel Elementary School | Completed |
| 20-045 | 1/30/2020 | Twin Creeks Middle School | Completed |

| | | | |
|------------|-----------|---|------------------------------|
| 20-050 | 2/3/2020 | Roberson Middle School | Completed |
| 20-047 | 2/4/2020 | Cloughton Middle School | Completed |
| 20-018 | 2/20/2020 | Wunsche High School – Culinary Arts | Completed |
| 20-043A | 5/12/2020 | Wells Middle School | Completed |
| 20-048A | 5/22/2020 | Bailey Middle School | Completed |
| | | COMPLIANCE – PEIMS/Campus Attendance | |
| 20-1-126 | 2/12/2020 | Eickenroth Elementary School | Completed |
| 20-1-106 | 2/19/2020 | Meyer Elementary School | Completed |
| 20-1-046 | 6/16/2020 | Bammel Middle School | Completed |
| | | FRAUD HOTLINE REVIEWS | |
| Memorandum | 6/10/19 | Case # 23 – College Readiness | Completed |
| Memorandum | 10/1/19 | Case #24 – Westfield HS | Completed |
| Memorandum | 10/1/19 | Case #25 – Westfield HS | Completed |
| Memorandum | 10/1/19 | Case #26 – Westfield HS | Completed |
| | 10/3/19 | Case #27 – Westfield HS | Completed |
| Memorandum | 10/4/19 | Case #28 – Westfield HS | Completed |
| Memorandum | 10/9/19 | Case #29 – Westfield HS | Completed |
| | 10/22/19 | Case # 30 – Westfield HS | Completed |
| | 4/11/2020 | Case # 31 – Special Education | In Progress |
| | 4/29/2020 | Case # 32 – Westfield HS | Closed |
| | 6/1/2020 | Case # 33 – District Calendar | Closed |
| | 6/3/2020 | Case # 34- Westfield HS | Closed |
| | | ADMINISTRATION/SPECIAL PROJECTS | Audit Plan Status |
| | 7/1/19 | Updated Internal Audit District Website | Completed |
| | 7/1/19 | IA Self-Assessment Report FY 2018/2019 | Completed |
| | 8/19/19 | Distributed Fraud Hotline Posters and Brochures to Campus and Departments | Completed |
| | 10/1/19 | Monkey Surveys – Internal Audit Surveys | On-going |
| | 12/5/19 | Internal Audit Mid-Year Report FY 2019/2020 and Revised Internal Audit Plan | Completed |
| | 6/15/2020 | Risk Analysis Survey Monkey | Completed |
| | 6/22/2020 | Risk Analysis –District FY 2020-2021 | Completed |
| | 7/13/2020 | Audit Plan –Calendar FY 2020-2021 | Completed |
| | 7/13/2020 | Year End Progress Report FY 2019/2020 | Completed |
| | 7/30/2020 | IA Self-Assessment Report FY 2019/2020 | Completed |

COMPLETED CONSULTING SERVICES AND NON-AUDIT SERVICES

| Date | Name of Report * | High-Level Consulting Engagement/Non-audit Service Objectives | Observations and Recommendations | Fiscal Impact/ Other Impact |
|-----------------------|------------------|---|--|--|
| 7/1/19 | N/A | Review over 2019/2020 Activity Funds Procedure Manual | Participation, guidance, research, advice. | Provides independent consultation and guidance to help ensure that the risk of errors and fraudulent activities are minimized. |
| 8/08/19 | N/A | Spring ISD Awards – Teacher Incentives Attendance Drawing | Provided advice, reviewed and observed drawing. | Provides independent consultation and guidance to help ensure that the risk of errors and fraudulent activities are minimized. |
| 8/20/19 | N/A | Booster/PTO Fraud Awareness | Provided Fraud Awareness Training to PTO officers, sponsored by Family and Community Engagement. | Provides independent guidance to help ensure that the risk of fraudulent activities are minimized. |
| 8/28/19 to 1/31/20 | N/A | SIS/DMC –Technology and Finance Department | Participation, guidance, research, advice. | Provides independent consultation and guidance to help ensure that the risk of errors and fraudulent activities are minimized. |
| 8/28/19- October 2019 | N/A | Technology Department – Access Control | Participation, guidance, research, advice. | Provides independent consultation and guidance to help ensure that the risk of errors and fraudulent activities are minimized. |
| 11/6/19 | N/A | Booster/PTO Fraud Awareness | Provided Fraud Awareness Training to PTO officers, sponsored by Family and Community Engagement. | Provides independent guidance to help ensure that the risk of fraudulent activities are minimized. |

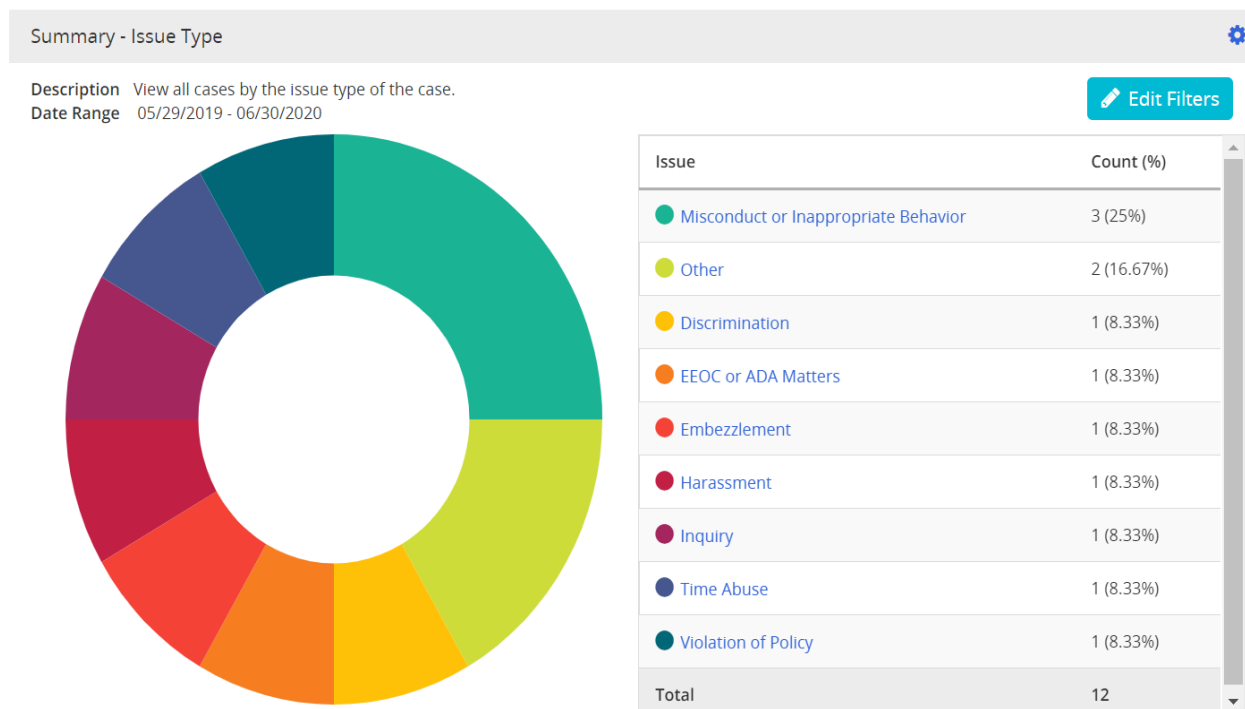
*** Consulting and non-audit services were not issued reports only verbal communication**

FRAUD HOTLINE REPORTING

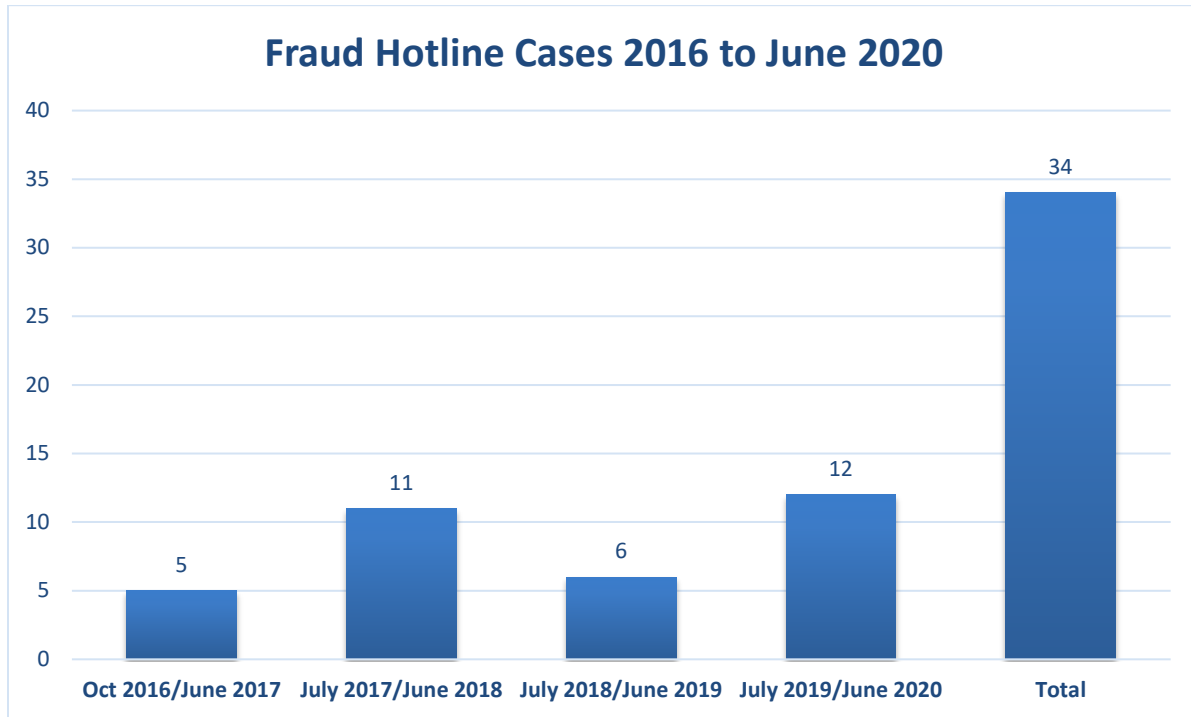
Spring Independent School District has established an anonymous reporting hotline Ethics Point NAVEX Global, to address accounting and auditing fraud. This third party provider will provide the community and employees with an easy and risk-free way to anonymously report any activities that may involve criminal, unethical or inappropriate behavior that is not in compliance with state law and Board Policy.

Spring ISD has a link for fraud reporting under “Required Links” at the Internal Audit’s home page, <http://www.springisd.org/Page/2591>, which provides information about reporting fraud waste and abuse to the Spring ISD.

ANALYTIC REPORTING – FRAUD HOTLINE – FY 2019/2020



ANALYTIC REPORTING – FRAUD HOTLINE – FY 2016 to JUNE 2020



Spring ISD complies with this in conjunction with Board Policy CAA (Local) Fiscal Management Goals and Objectives – Financial Ethics, *Statement of Operating Policy Pertaining to Dishonest or Fraudulent Activities*, located at: <http://pol.tasb.org/Policy/Search/598?filter=fraud%20hotline>.

OFFICE OF INTERNAL AUDIT

In alignment with Spring ISD's overall mission, goals, and objectives, the mission of the Office of Internal Audit is:

To provide independent, objective assurance and consulting activities that is designed to add value and improve the District's operations. This charter assists Spring Independent School District (Spring ISD) Board of Trustees in accomplishing its objectives by bringing a systematic and disciplined approach to evaluate and improve the effectiveness of the organization's governance, risk management, internal control and governance processes.

The Internal Audit function has been in place within Spring ISD in the past. The function was formalized in December 2010 through the adoption of the Internal Audit Charter, signed by the Board of Trustees and the Superintendent of the District.

In 2014 the Internal Audit function was dissolved until February 2016 when the Internal Audit Charter was revised and readopted, signed by the Board of Trustee President, Board of Trustee Secretary and the new Internal Auditor.

For more information about the Office, please see Internal Audit's website at <http://www.springisd.org/Page/1193>. This site gives links to audit information including the audit charter, staff information, and the Internal Audit Annual Plan.

INTERNAL AUDIT STAFF

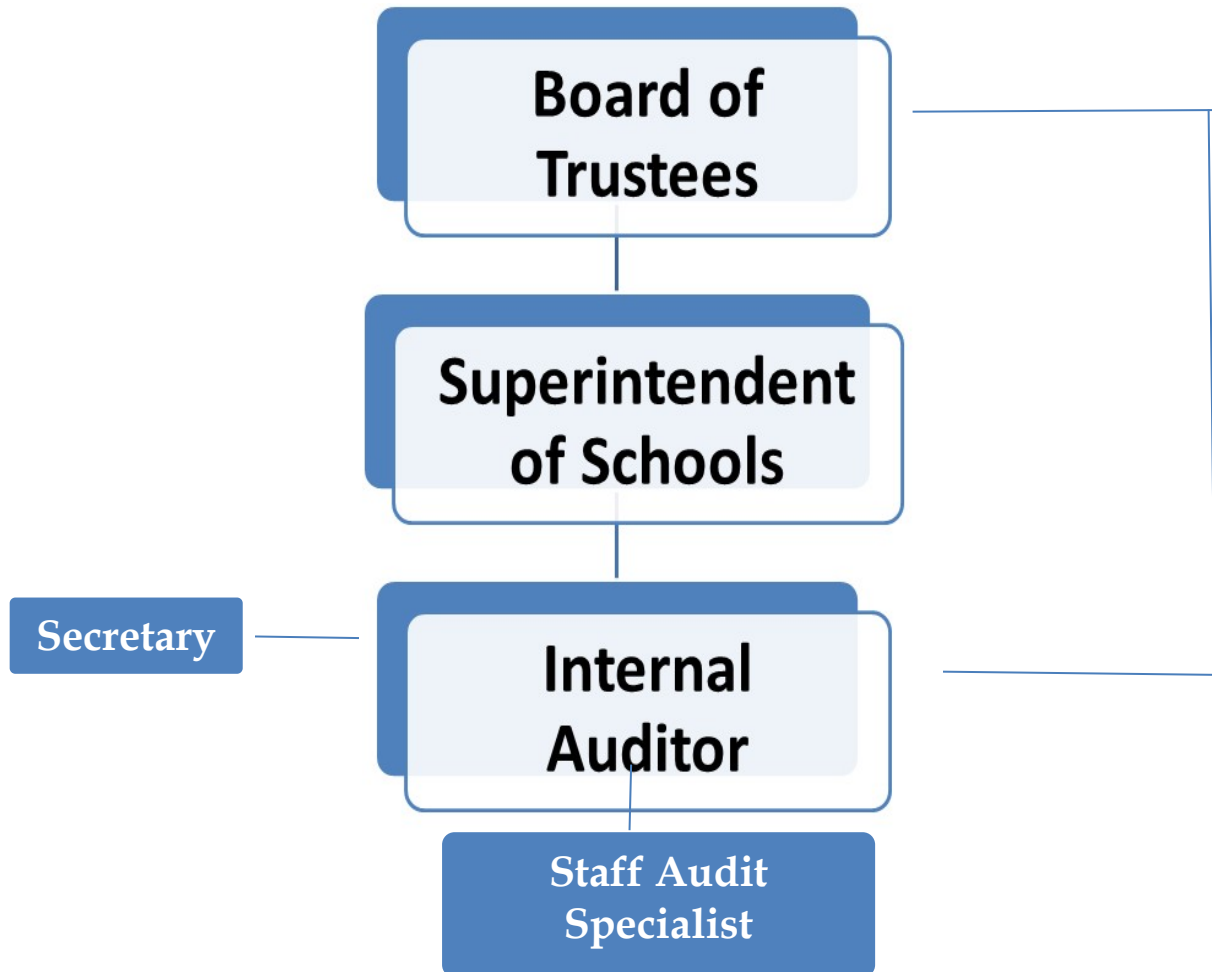
- **Staff Size:** The organization chart, shown on page 12, consists of the organization structure as of June 30 2020.
- **Staff Experiences and Certifications:** The internal audit staff consists of highly qualified and skilled audit professionals with certifications including Certified Internal Control Auditor (CICA), Certified Texas School Business Specialist – Specialty in Accounting (CTSBS), Registered Texas School Business Administrator (RTSBA), Certified Texas School Business Official (CTSBO), Candidate for Certified Internal Auditor (CIA), Bachelor of Science in Business and a Master of Business Administration (MBA).
- **Training:** As of June 30, 2020 Internal Audit staff received an average of 45 hours of continuing professional education. Key areas of training included emerging audit issues, risk assessment, construction, fraud, compliance, and ethics. Most of the training was received by participating in conferences, seminars, and webinars

offered by the Texas Association of School Business (TASBO), Houston Chapter of the Institute of Internal Auditors (IIA), Texas Education Agency (TEA), Houston Area School District Internal Auditors (HASDIA) and the Institute of Internal Auditors (IIA).

- ***Contributions to the Profession and Organization:*** Members of the staff contributed to the profession in these ways:

- a) The internal audit staff are members of the Houston Area School District Internal Auditors (HASDIA), Houston Chapter of the Institute of Internal Auditors (Houston-IIA), Institute of Internal Auditors (IIA) and Texas Association of School Business Officials (TASBO).
- b) First TASBO Certification was awarded to Christine Trevino, Staff Audit Specialist – Certified Texas School Business Official (CTSBO) on April 2019.
- c) Second TASBO Certification was awarded to Patricia C. Rios, Internal Auditor – Registered Texas School Business Administrator (RTSBA) on April 2019.

INTERNAL AUDIT ORGANIZATION CHART

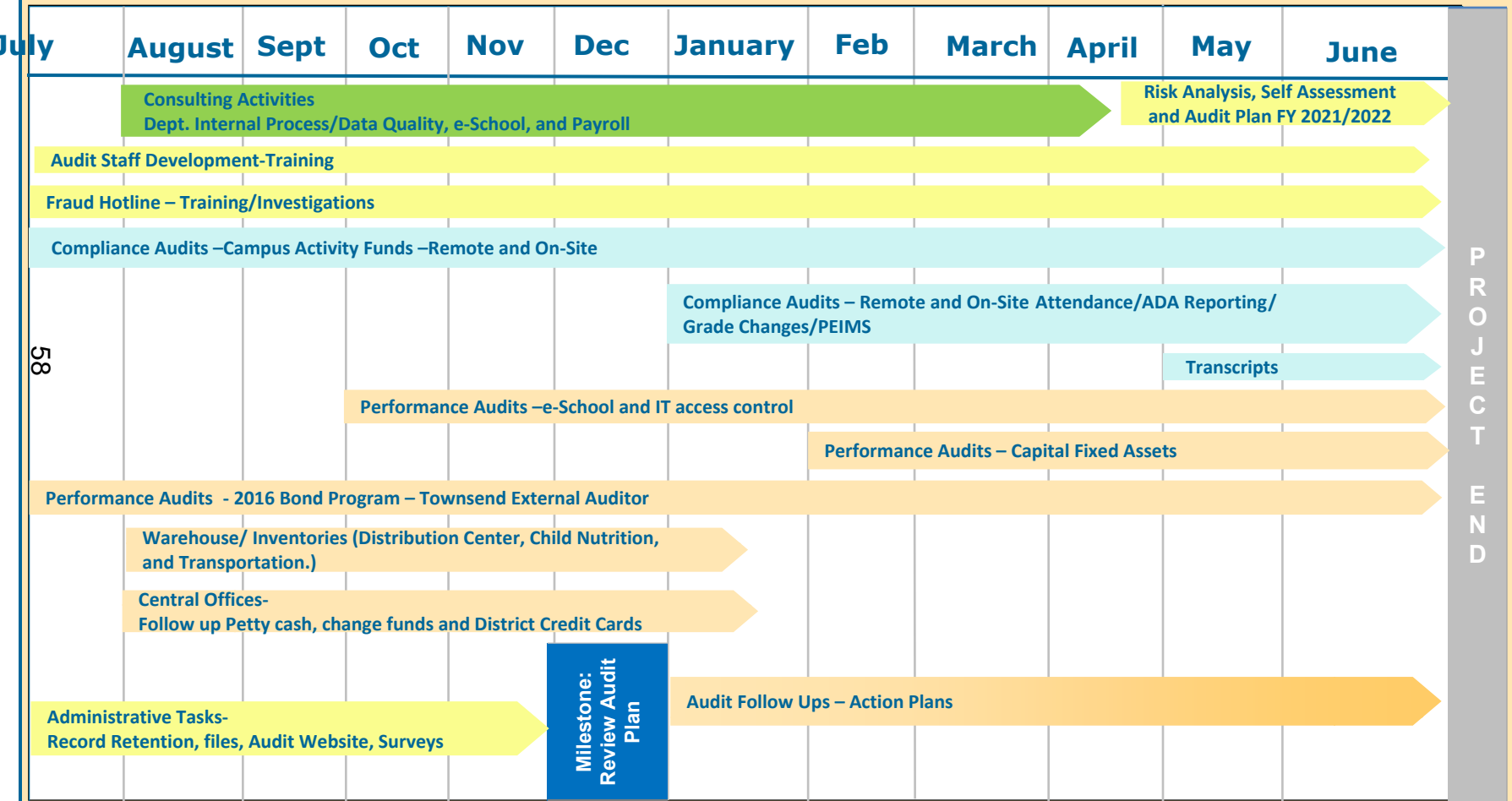




INTERNAL AUDIT

OFFICE OF THE INTERNAL AUDITOR
16717 ELLA BLVD, PORTABLE 91. • HOUSTON, TEXAS 77090 • 281-891-6158

Internal Audit Plan –Timeline July 1, 2020 – June 30, 2021





INTERNAL AUDIT

Internal Audit Risk Assessment Methodology FY 2019/2020

I. Introduction

Internal Audit function employs a risk-based methodology to assess the level of potential exposure that each of the functions and departments present to the organization from financial, operational and technological perspectives. Utilizing a risk-based approach assists in:

- focusing on areas that are most important to the district and that support the district's ethical principles
- increasing audit effectiveness by limiting scope and objectives
- providing more time for other initiatives and efforts; and
- reducing the audit effort spent on issues that are not significant

Currently, the methodology utilizes the following factors to assess these risk levels: Financial Impact; Frequency/Complexity/Volume of Transactions; Regulatory/Legal Impact; District Image/Reputation or Market/Participant/Customer Impact; Changes in Area, Management, Systems or district processes; Quality of Internal Control System; Competency of Management; Opportunity for Fraudulent Activity/Waste or Abuse; Time since last audit; and Last Audit Results.

A description of these factors and how they are used in the annual audit planning process follows.

II. Risk Factor Weightings

To ensure consistency of and objectivity in the risk planning process, a rating system will be used within each of the risk factors. The following section describes the weighting used within each of the risk factor categories.

Financial Impact (10%)

Financial impact can be viewed in terms of normal operating budget values (generally one year), potential losses in revenue, increased expenses that could be incurred should problems in a specific area arise and/or additional costs necessary to implement or support the possible audit area. The following table includes the specific ratings used for this category.

| Description | Rating |
|-------------------------|--------|
| > \$1,000,000 | 5 |
| \$500,001 - \$1,000,000 | 4 |
| \$100,001 - \$500,000 | 3 |
| \$10,001 - \$100,000 | 2 |
| < \$10,000 | 1 |



INTERNAL AUDIT

Internal Audit Risk Assessment Methodology FY 2019/2020

Frequency/Complexity/Volume of Transactions (10%)

Frequency/Complexity/Volume of transactions is defined as the amount of transactions/items/records to be processed/handled by the auditable unit. The following table includes the specific ratings used for this category.

| Description | Rating |
|--|--------|
| More than 5,000 transactions or high complexity of transactions | 5 |
| 1001 - 5,000 transactions or moderate complexity of transactions | 3 |
| 0 - 1000 transactions and low complexity of transactions | 1 |

Regulatory / Legal Impact (10%)

This category is used to evaluate the overall risk associated with compliance to the various regulations and legal risks that affect each of the areas under audit. The following table includes the specific ratings used for this category.

| Description | Rating |
|---|--------|
| Extensive Regulatory and/or Legal Risks | 5 |
| Moderate Regulatory and/or Legal Risks | 4 |
| Several Regulatory and/or Legal Risks | 3 |
| Minor Regulatory and/or Legal Risks | 2 |
| No Regulatory and/or Legal Risks | 0 |

District Image/Reputation or Market/Participant/Customer Impact (10%)

This category is used to evaluate the impact an audit area has from the perspectives of internal and external customers (e.g., employees, vendors, 3rd parties, tax payers, etc.), participants and market risk. Is there a risk of losing tax payers, students or revenue, etc. due to adverse image and/or poor student/community relations? The following table includes the specific ratings used for this category.

| Description | Rating |
|--|--------|
| Significant impact to district image, customers, markets and participants | 5 |
| Moderate impact to district image, customers, several markets and participants | 4 |
| Several impacts to district image, customers, markets and participants | 3 |
| Minor impacts to district image, customers, markets or participants | 2 |
| No impact to district image, customers, markets and participants | 0 |



INTERNAL AUDIT

Internal Audit Risk Assessment Methodology FY 2019/2020

Changes in Area / Management / Systems or district Processes (10%)

This category is used to evaluate the stability of the audit area. For example, mature functions with no process revisions, an experienced management team in place without any new systems; district processes being introduced that do not present the same level of risk as an area undergoing major process revisions and introducing new systems or processes into the district; or increased turnover of experienced employees. The following table includes the specific ratings used for this category.

| Description | Rating |
|-------------------------------|--------|
| Extensive changes in area | 5 |
| Several major changes in area | 4 |
| Several minor changes in area | 3 |
| Limited changes in area | 2 |
| No changes in area | 0 |

Quality of the Internal Control System (20%)

This category is defined as the risk of not achieving the district's goals and objectives due to missing or inadequate controls. The following table includes the specific ratings used for this category.

| Description | Rating |
|---|--------|
| Little or no formal controls in place | 5 |
| Controls in place but not formally documented | 3 |
| Formally documented controls (preventative, detective, monitoring) that support district objectives | 1 |

Competency of Management (15%)

This category is defined as the expertise of supervisory, back up and operating personnel in the performance of their duties as they relate to the area's system of controls and on-going operations. The following table includes the specific ratings used for this category.

| Description | Rating |
|---|--------|
| Exceptional managerial skills and understanding of duties; well trained staff | 1 |
| Experienced management with familiarity with the area's operations; good trained staff | 3 |
| Adequate management with adequate familiarity with the area's operations; under trained staff | 5 |



INTERNAL AUDIT

Internal Audit Risk Assessment Methodology FY 2019/2020

Opportunity for Fraudulent Activity/Waste or Abuse (5%)

This category is defined as the opportunity for staff and/or management to conduct fraudulent activities such as theft, intentional misstatement of financial statements, releasing confidential information, or waste and abuse of district resources. The following table includes the specific ratings used for this category.

| Description | Rating |
|--|--------|
| Unlimited access/ Override access | 5 |
| Limited access | 3 |
| Acceptable access to confidential information, district assets, or financial information | 1 |

Time Since Last Audit (5%)

This category is used as indicator to determine when areas need to be reviewed. Areas audited more recently may not need the same level of coverage as those audited less frequently. The following table includes the specific ratings used for this category.

| Description | Rating |
|----------------------------|--------|
| > 7 Years or Never Audited | 5 |
| 4 – 7 Years | 4 |
| 2 – 4 Years | 3 |
| 1 – 2 Years | 2 |
| < One Year | 1 |

Last Audit Results (5%)

Last audit results are important as they indicate whether internal controls were working as intended which help ensure that district objectives can be met. Without adequate controls, the risk increases that these objectives may not be obtained. The following table includes the specific ratings used for this category.

| Description | Rating |
|---|--------|
| Unsatisfactory | 5 |
| Significant Improvement Needed or Controls Degraded | 4 |
| Moderate Improvement Needed | 3 |
| Minor Improvements Needed | 2 |
| Controlled or no audit results | 0 |



INTERNAL AUDIT

Internal Audit Risk Assessment Methodology FY 2019/2020

III. Risk Evaluation Process

At least annually, the Internal Auditor will meet with key management personnel to solicit their concerns and issues for their respective area of responsibility. Also, the Internal Auditor will review the latest district risk assessment results with the appropriate management personnel. In addition, Risk Assessment Questionnaires (RAQs) will be used as part of the annual risk assessment process.

Based upon the information gathered from the key management meetings and the RAQs, the Internal Auditor will update the above factors for each function and department within the district. Once completed, the annual risk assessment will be reviewed and discussed with the Superintendent and Board of Trustees for reasonableness and completeness of the assumptions built into it. Once concurrence has been obtained, the annual audit plan will be prepared and presented to the Superintendent and the Board of Trustees for final approval.

IV. Audit Plan Execution

Upon approval, the audit plan will be communicated to the Superintendent and Board of Trustees. Audits will then be scheduled and performed by the Internal Auditor and other resources, as deemed appropriate. Results of each audit along with any Opportunities for Improvements (OFIs) will be communicated to the Superintendent and the Board of Trustees. The administration's response should include a timetable for anticipated completion of actions to be taken and an explanation for any corrective action that will not be implemented. Additional approved follow-up work will be performed on OFIs to help ensure that administration's actions plans are implemented on a timely basis for those opportunities identified that have significant impact to district's operations.

| Title/Audit Entity/ Area | Responsible Party | Financial Impact | Frequency/ Complexity/ Volume of Transactions | Regulatory / Legal Impact | District Image/ Reputation or Market / Participant / Customer Impact | Changes In Area /Management /Systems or Business Processes | Quality of Internal Control System | Competency of Management | Opportunity for Fraudulent Activity / Waste or Abuse | Time Since Last Audit | Last Audit Results | Overall Weighted Risk Score | Overall Risk Score |
|--|---|------------------|---|---------------------------|--|--|------------------------------------|--------------------------|--|-----------------------|--------------------|-----------------------------|--------------------|
| Auxiliary and Support Services | | 10% | 10% | 10% | 10% | 10% | 20% | 15% | 5% | 5% | 5% | 100% | |
| Building Operations | Dr. Frederick Walker, Director | 5 | 3 | 3 | 3 | 3 | 3 | 3 | 3 | 5 | 0 | 3.15 | 3.10 |
| Planning & Construction | Gary Hutton, Executive Director | 5 | 5 | 5 | 5 | 2 | 3 | 3 | 3 | 5 | 2 | 3.75 | 3.80 |
| Maintenance | TBD, Director | 3 | 3 | 3 | 3 | 2 | 3 | 3 | 3 | 5 | 0 | 2.85 | 2.80 |
| District Operations | Mark Miranda, Executive Chief | 5 | 5 | 5 | 5 | 5 | 3 | 3 | 3 | 5 | 0 | 3.95 | 3.90 |
| Safety & Risk Management | Darryl Simon, Director | 4 | 3 | 5 | 4 | 0 | 3 | 1 | 1 | 5 | 0 | 2.65 | 2.60 |
| Child Nutrition | Shelly Copeland, Director | 5 | 5 | 5 | 4 | 2 | 1 | 1 | 3 | 1 | 2 | 2.75 | 2.90 |
| Transportation | Jack Mann, Director | 4 | 3 | 5 | 5 | 2 | 1 | 3 | 3 | 5 | 2 | 3.05 | 3.30 |
| Police- Operational District procedures governing access control for schools and facilities | Kenneth Culbreath, Chief of Police | 4 | 3 | 5 | 5 | 2 | 1 | 3 | 3 | 2 | 0 | 2.80 | 2.80 |
| Technology | Jeff Kohrman, IT Officer | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 5 | 1 | 3 | 3.90 | 3.90 |
| Federal/State Grants - Title I - Part A/State Comp Ed.- Position Control/Tutoring Compliance | Kelly Cline, Assistant Superintendent | 5 | 5 | 5 | 5 | 2 | 1 | 1 | 1 | 1 | 2 | 2.75 | 2.80 |
| Special Education | Margaret Sherwood, Executive Director | 4 | 3 | 5 | 5 | 3 | 3 | 3 | 3 | 5 | 0 | 3.45 | 3.40 |
| Data Quality and Compliance/e-School System | Becky Domingue & Laura Kelchner, Directors | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 5 | 1 | 4 | 3.95 | 4.00 |
| Innovation and Communications | Tiffany Dunne-Oldfield, Chief of Innovations and Communications | 3 | 3 | 4 | 5 | 2 | 1 | 1 | 1 | 5 | 0 | 2.35 | 2.50 |
| Innovation and Equity Department | Dr. Lupita Hinojosa, Chief | 5 | 5 | 5 | 5 | 3 | 1 | 3 | 3 | 5 | 0 | 3.35 | 3.50 |
| Research and Student Success Measures | Dr. Jennifer Cobb | 5 | 5 | 5 | 5 | 2 | 1 | 1 | 1 | 1 | 0 | 2.65 | 2.60 |
| Curriculum, Instruction and Assessments | Khechara Bradford, Chief of Curriculum & Instruction | 5 | 3 | 3 | 3 | 2 | 2 | 3 | 3 | 5 | 0 | 2.85 | 2.90 |
| Business and Financial Services | | | | | | | | | | | | | |
| Payroll | Keli Atchison, Supervisor | 5 | 5 | 5 | 5 | 3 | 3 | 3 | 3 | 5 | 2 | 3.85 | 3.90 |
| Procurement | Phillip Ellison, Executive Director | 5 | 5 | 5 | 5 | 3 | 1 | 3 | 3 | 1 | 2 | 3.25 | 3.30 |
| Finance | Ann Westbrooks, Chief Financial Officer | 5 | 5 | 5 | 5 | 3 | 1 | 3 | 3 | 1 | 0 | 3.15 | 3.10 |
| Cash Management/Investment | Ann Westbrooks, Chief Financial Officer | 5 | 5 | 5 | 5 | 3 | 1 | 3 | 3 | 1 | 0 | 3.15 | 3.10 |
| Record Management | Phillip Ellison, Executive Director | 2 | 3 | 4 | 3 | 3 | 1 | 3 | 3 | 5 | 0 | 2.55 | 2.70 |
| Human Resources & Human Capital Accountability | Dr. Julie Hill, Chief HR Officer | 4 | 5 | 5 | 5 | 4 | 3 | 3 | 3 | 5 | 0 | 3.75 | 3.70 |
| Accounts Payable | Angelica Cantu, Coordinator | 5 | 5 | 5 | 5 | 3 | 1 | 3 | 3 | 1 | 0 | 3.15 | 3.10 |
| Property Taxes | Dorset Neeley, Assessor/collector | 5 | 5 | 5 | 5 | 2 | 1 | 3 | 3 | 1 | 0 | 3.05 | 3.00 |
| School Operations | | | | | | | | | | | | | |
| Attendance/PEIMS Reporting/Grade Changes | Principals | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 5 | 1 | 4 | 3.95 | 4.00 |
| Transcripts | Principals | 5 | 5 | 5 | 5 | 4 | 3 | 3 | 5 | 1 | 4 | 3.95 | 4.00 |
| Activity Funds - Cash Control | Principals | 3 | 3 | 3 | 5 | 5 | 1 | 5 | 3 | 1 | 3 | 3.20 | 3.20 |
| Central Office Operations | | | | | | | | | | | | | |
| Petty cash/change funds/cash operations/Credit Cards/Vending Machines/Cafeterias | District Wide | 3 | 3 | 3 | 5 | 5 | 1 | 5 | 3 | 1 | 2 | 3.15 | 3.10 |
| Family & Community Engagement | Leticia Gonzalez, Executive Director | 2 | 3 | 4 | 3 | 3 | 1 | 3 | 3 | 5 | 0 | 2.55 | 2.70 |
| Warehouse - Inventories- Capital Fixed Assets | Tray Nulisch, Director | 4 | 3 | 3 | 5 | 5 | 1 | 5 | 3 | 1 | 2 | 3.25 | 3.20 |
| Textbooks - Inventories | TBD, Coordinator | 5 | 5 | 3 | 4 | 3 | 1 | 3 | 1 | 1 | 3 | 2.90 | 2.90 |
| Athletics - change funds/Fall Ticket Sales | Willie Amendola, Director | 3 | 3 | 3 | 5 | 5 | 1 | 5 | 3 | 1 | 3 | 3.20 | 3.20 |
| Transportation Vehicles Parts Inventories | Jack Mann, Director | 3 | 3 | 3 | 5 | 5 | 1 | 5 | 3 | 1 | 3 | 3.20 | 3.20 |

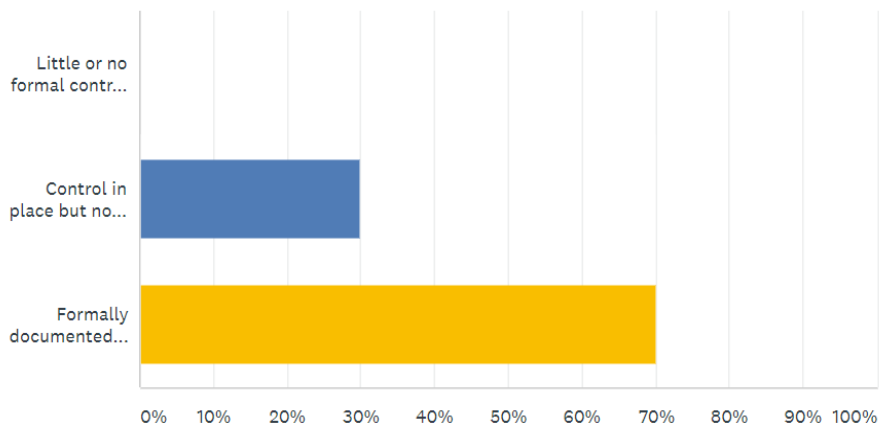
Audit Plan FY 2020/2021 -High Risk Areas

- Attendance/PEIMS Reporting/Grade Changes
- Activity Funds
- Capital Fixed Assets - Inventories
- (Transportation/Warehouse)- Child Nutrition
- Payroll
- e-School and IT Access Control
- Bond Projects
- Petty cash/change funds/credit cards
- Transcripts

Spring ISD- Risk Assessment FY 2020/2021 Survey Monkey

How would you describe the quality of the Internal Control System for your Department/function

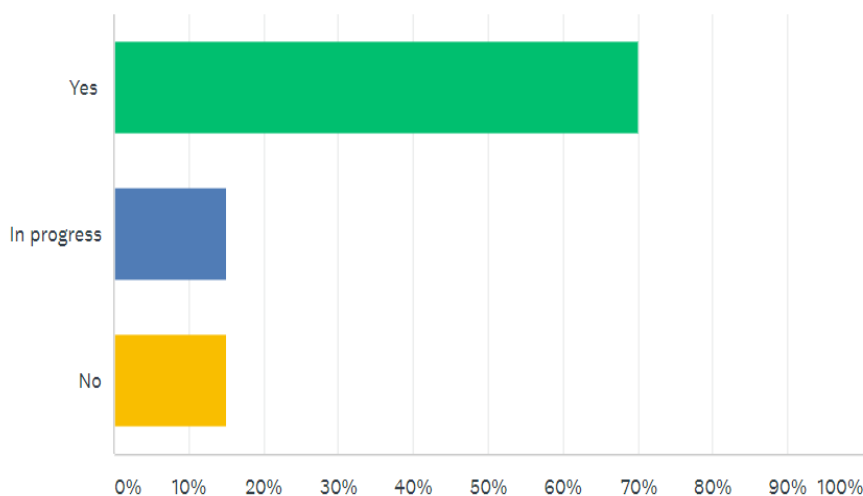
Answered: 20 Skipped: 0



- ☐ Little or no formal controls in place
- ☒ Control in place but not formally documented
- ☒ Formally documented control (preventative, detective, monitor) that support district objectives

Does the department have a written process or procedure manual?

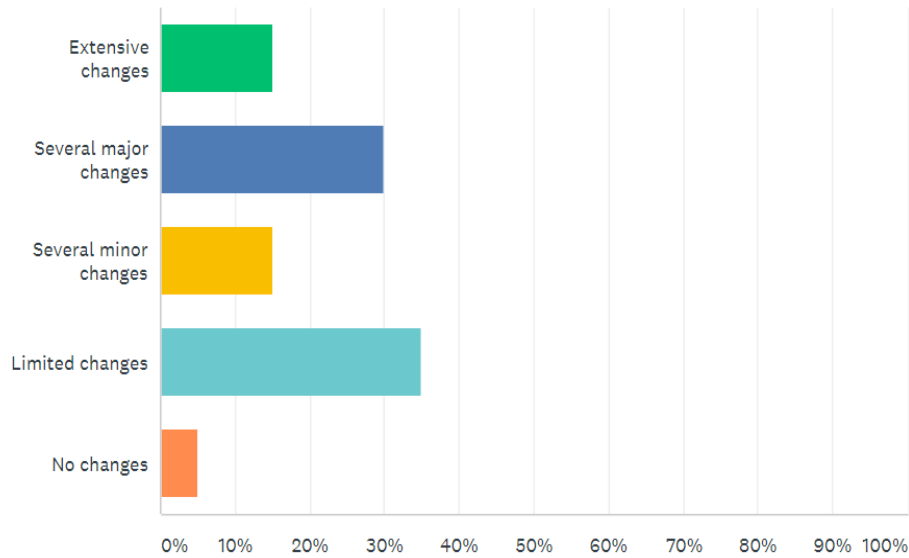
Answered: 20 Skipped: 0



INTERNAL AUDIT

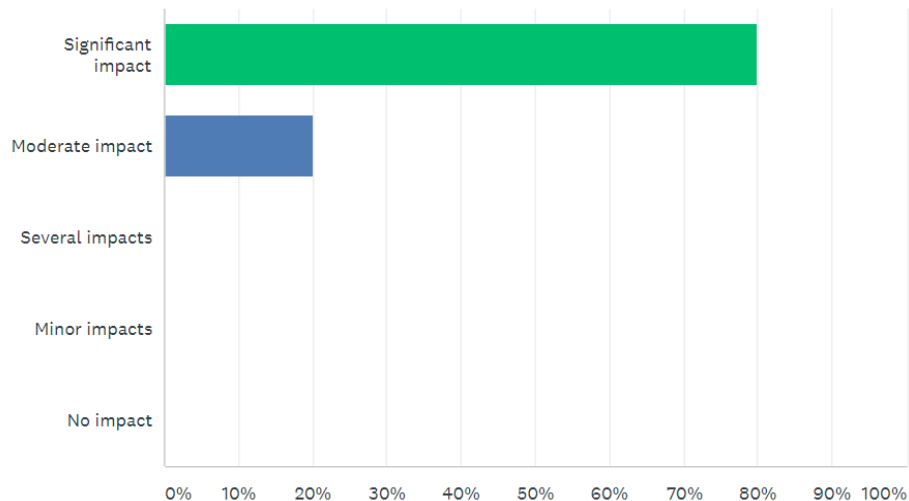
How would you describe the changes in Area/Management/Systems?

Answered: 20 Skipped: 0



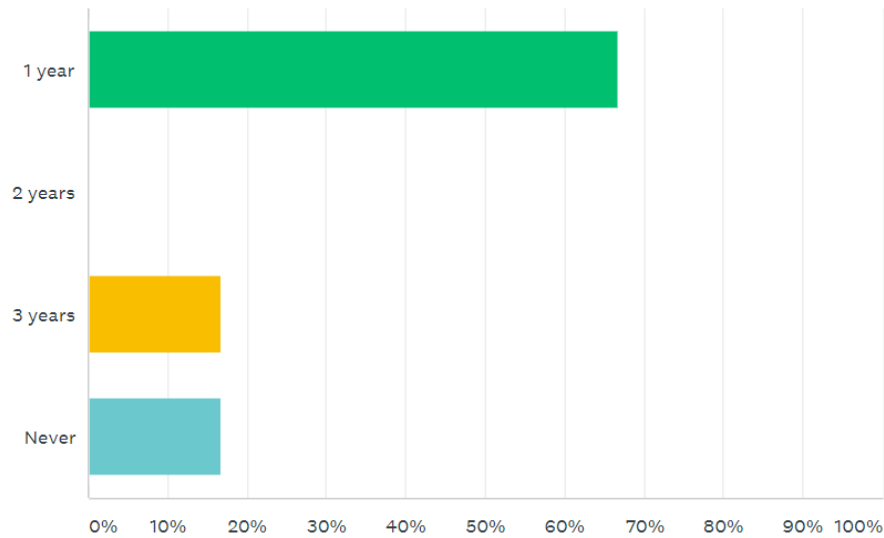
How does your Department/function impact the District Image/Reputation?

Answered: 20 Skipped: 0



How long has it been since the Last Internal Audit of your Department/function?

Answered: 18 Skipped: 2



ANNUAL AUDIT PLAN

July 1, 2020 - June 30, 2021

| Audit/Consulting/ Project Description | Projected Start Date | Estimated Number of Total Hours | Estimated Number of Total Days | Percent of Total Work Hours |
|---|----------------------|---------------------------------|--------------------------------|-----------------------------|
| Consulting Activities | | | | |
| Departments Written Internal Process Documentation | August | 120 | 15.00 | 3.32% |
| Data Quality, e-School | August | 120 | 15.00 | 3.32% |
| Payroll Process | October | 100 | 12.50 | 2.77% |
| Compliance Audits- School Operations | | | | |
| Remote and On-Site -Campus Activity Funds Audits | July | 920 | 115.00 | 25.44% |
| Remote and On-Site Attendance/ADA Reporting/Grades Changes/PEIMS | January | 920 | 115.00 | 25.44% |
| Transcripts | May | 120 | 15.00 | 3.32% |
| Performance Audits- Central Office Operations | | | | |
| Operations/2016 Bond Program (Townsend -External Audit) | ongoing | 200 | 25.00 | 5.53% |
| e-School and IT Access Control | October | 120 | 15.00 | 3.32% |
| Warehouse /Inventories (Distribution Center, Child Nutrition, Transportation, and Capital Fixed Assets) | August | 120 | 15.00 | 3.32% |
| Audit Follow-ups - Action Plans | January | 40 | 5.00 | 1.11% |
| Capital Fixed Assets | February | 120 | 15.00 | 3.32% |
| Follow up petty cash, change funds and review all District credit cards. | August | 120 | 15.00 | 3.32% |
| Total Audits and Projects | | 3020 | 377.50 | 83.52% |
| Administrative Tasks (Mtgs. Wkpaper review, Fraud Hotline) | July and ongoing | 116 | 14.50 | 3.21% |
| Risk Assessment/Annual Audit Plan | June | 120 | 15.00 | 3.32% |
| Staff Development - Trainings -TASBO/IIA/Harris County | August to June | 120 | 15.00 | 3.32% |
| Fraud Hotline - Monitor and Review Cases | July and on-going | 180 | 22.50 | 4.98% |
| Record Retention, files, Audit Website, Surveys | July and on-going | 60 | 7.50 | 1.66% |
| Total Non Audits and Projects | | 596 | 74.5 | 16.48% |
| Total for 226 days calendar (2 Non-Exempt) | | 3616 | 452 | |
| Total Work Hours | | 3616 | 452 | 100.00% |

Note: The Internal Auditor will review and adjust the plan, as necessary, in response to changes in Spring ISD's business risks, operations, programs, systems, and controls. Any significant deviation from the approved internal audit plan will be communicated to the Board throughout periodic activity reports. Due to COVID 19 many projects will be remote audits, and video conferences until it is safe to come back to campuses and central offices.



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | 2020-2021 Spring ISD Staffing Guidelines – Revised |
| RECOMMENDED ACTION | That the Board approve the revised Spring ISD Staffing Guidelines for the 2020-2021 school year. |
| EXPLANATION OF ITEM | In accordance with Board Policies DP(LOCAL) and DC(REGULATION), the Staffing Guidelines for the 2020-2021 school year are provided to the Board for approval. |
| EVERY CHILD 2020 IMPERATIVE | High Performance from Every Employee |
| EVERY CHILD 2020 COMMITMENT | N/A |
| EVERY CHILD 2020 STRATEGY | N/A |
| RESOURCE PERSONNEL | Julie Hill, Chief of Human Resources and Human Capital Accountability |
| BUDGET PROVISIONS | Funds to be included in the proposed 2020-2021 budget. |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | Yes |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | No |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |



SUPPORTING DOCUMENT – PLACEHOLDER
2020-2021 Spring ISD Staffing Guidelines – Revised
(Supporting Document will be sent prior to meeting)



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | 2020-2021 Spring ISD Compensation Manual |
| RECOMMENDED ACTION | That the Board approve the Compensation Manual for the 2020-2021 school year. |
| EXPLANATION OF ITEM | In accordance with Board Policy DEA(LOCAL), the compensation manual for all district employees is provided to the Board for approval. |
| EVERY CHILD 2020 IMPERATIVE | High Performance from Every Employee |
| EVERY CHILD 2020 COMMITMENT | N/A |
| EVERY CHILD 2020 STRATEGY | N/A |
| RESOURCE PERSONNEL | Julie Hill, Chief of Human Resources and Human Capital Accountability Pamela David, Director of Compensation and Benefits |
| BUDGET PROVISIONS | Funds are included in the proposed 2020-2021 budget. |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | Yes |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | No |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |



SUPPORTING DOCUMENT – PLACEHOLDER
2020-2021 Spring ISD Compensation Manual
(Supporting Document will be sent prior to meeting)

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | Spring Independent School District Student Code of Conduct |
| RECOMMENDED ACTION | That the Board approve the Student Code of Conduct. |
| EXPLANATION OF ITEM | The Student Code of Conduct is the District's response to the requirements of Chapter 37 of the Texas Education Code (TEC). The foundation for the District's Student Code of Conduct is the 2019 Texas Association of School Boards (TASB) Model Student Code of Conduct. The goal of the District's Student Code of Conduct is to achieve and maintain order in the schools, to teach respect towards others, and responsible behavior. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. |
| EVERY CHILD 2020 IMPERATIVE | Excellence in Every School |
| EVERY CHILD 2020 COMMITMENT | Safe and Secure Learning and Work Environments for All |
| EVERY CHILD 2020 STRATEGY | Implement Improved Safety and Security Practices in Every School |
| RESOURCE PERSONNEL | Khechara Bradford, Chief Academic Officer Imelda de la Guardia, Assistant Superintendent of Student Support Thomas Graham, Director of Student Affairs |
| BUDGET PROVISIONS | N/A |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | Yes |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | No |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |



SUPPORTING DOCUMENT – PLACEHOLDER

Spring Independent School District Student Code of Conduct
(Supporting Document will be sent prior to meeting)

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|---|
| SUBJECT | PSAT/SAT Universal Testing Contract with College Board for Grades 8-12 |
| RECOMMENDED ACTION | That the Board approve the PSAT/SAT Universal Testing Contract with College Board for Grades 8-12. |
| EXPLANATION OF ITEM | The SAT is a college readiness indicator test. The PSAT for grades 8,9, and 10 is a predictive test for future PSAT/SAT performance. The PSAT/NMSQT test is a qualifier for the National Merit Scholar. The results of SAT tests are used by any universities for entrance criteria. Finally, the PSAT test also provides an AP potential score that is used to place students in AP courses. See PSAT/SAT Project Implementation Plan. |
| EVERY CHILD 2020 IMPERATIVE | Opportunities & Choice For Every Family |
| EVERY CHILD 2020 COMMITMENT | Strong College Readiness Support Structure |
| EVERY CHILD 2020 STRATEGY | Implement Comprehensive College Preparation Program Ensure High Level Student Participation in College Entrance Exams Foster a College Bound Culture |
| RESOURCE PERSONNEL | Tiffany Dunne-Oldfield, Chief Communications Officer Jennifer Cobb, Assistant Superintendent of Research and Student Success Measures Carlos Gonzalez, Coordinator, College and Career Readiness |
| BUDGET PROVISIONS | Local operating budget |

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM Yes

DO YOU HAVE SUPPORTING DOCUMENTS Yes

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE August 2020



This proposal is confidential. Its contents, including pricing and any terms, may not be shared with any third party. Any such dissemination shall make this proposal null and void.

Company Address 250 Vesey Street
New York, New York 10281
United States

Created Date 6/29/2020
Expiration Date 6/30/2020
Quote Number 00038395

Prepared By Jill Schott
Phone 281-254-9757
Email jschott@collegeboard.org

Bill To Name Spring Independent School District
Bill To 16717 Ella Blvd
Houston, Texas 77090-4213
United States

Comments College Board is responding to the TEA RFP for college entrance examinations. If we are awarded a contract with TEA under this RFP, the contract will set the price that each district will pay College Board for the SAT without essay test for the 2020-21 administrations, and will be an amount no greater than \$37 per exam. For the SAT with essay test for the 2020-21 administrations, the amount will be no greater than \$50 per exam. We will advise you of the fee as soon as possible, no later than August 2020.

| Product | Catalog Unit Price | Unit Price | Quantity | Subtotal | Total Discount Amount | Total Price |
|---|--------------------|------------|----------|--------------|-----------------------|--------------|
| PSAT 8/9 EPP Fixed-Fee - 8th Grade | \$13.00 | \$8.00 | 2,578 | \$33,514.00 | \$12,890.00 | \$20,624.00 |
| PSAT 8/9 EPP Fixed-Fee - 9th Grade | \$13.00 | \$8.00 | 2,749 | \$35,737.00 | \$13,745.00 | \$21,992.00 |
| PSAT/NMSQT EPP Fixed-Fee - 10th Grade | \$17.00 | \$12.00 | 2,560 | \$43,520.00 | \$12,800.00 | \$30,720.00 |
| PSAT/NMSQT EPP Fixed-Fee - 11th Grade | \$17.00 | \$12.00 | 2,358 | \$40,086.00 | \$11,790.00 | \$28,296.00 |
| SAT SD Volume-Based With Essay - 11th Grade | \$68.00 | \$50.00 | 2,358 | \$160,344.00 | \$42,444.00 | \$117,900.00 |

Subtotal \$313,201.00
Total Price \$219,532.00
Shipping and Handling \$0.00
Grand Total \$219,532.00

Quoted total price does not include applicable sales taxes

Associated Contacts

| Contact Name | Email | Role |
|-----------------|------------------------|-------------------------------|
| Jennifer Cobb | jcobb@springisd.org | Primary Contact |
| Cynthia Bundage | cbundage@springisd.org | Bulk Registration Coordinator |
| Cynthia Bundage | cbundage@springisd.org | Data Contact |
| Jennifer Cobb | jcobb@springisd.org | Signatory |

Jennifer Cobb

|jcobb@springisd.org

|Billing Contact

Participating Schools

| Organization Name | AI Code | Administration | Grades Covered | Primary or make-up |
|--|---------|----------------------------------|----------------|--------------------|
| Andy Dekaney High School | 443599 | SAT School Day: March 3, 2021 | 11 | Primary |
| Spring Early College Academy At LSC North Harris | 443646 | SAT School Day: March 3, 2021 | 11 | Primary |
| Westfield High School | 443458 | SAT School Day: March 3, 2021 | 11 | Primary |
| Spring High School | 446692 | SAT School Day: March 3, 2021 | 11 | Primary |
| Carl Wunsche Senior High School | 446689 | SAT School Day: March 3, 2021 | 11 | Primary |
| Andy Dekaney High School | 443599 | PSAT/NMSQT: Fall 2020 | 10, 11 | |
| Spring Early College Academy At LSC North Harris | 443646 | PSAT/NMSQT: Fall 2020 | 10, 11 | |
| Westfield High School | 443458 | PSAT/NMSQT: Fall 2020 | 10, 11 | |
| Spring High School | 446692 | PSAT/NMSQT: Fall 2020 | 10, 11 | |
| Carl Wunsche Senior High School | 446689 | PSAT/NMSQT: Fall 2020 | 10, 11 | |
| Andy Dekaney High School | 443599 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 9 | |
| Bailey Middle School | 449673 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Bammel Middle School | 449529 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Stelle Claughton Middle School | 449389 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Dueitt Middle School | 449317 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Edwin M Wells Middle School | 449388 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Twin Creeks Middle School | 449560 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Dr Edward Roberson Middle School | 449325 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Spring Early College Academy At LSC North Harris | 443646 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 9 | |
| Westfield High School | 443458 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 9 | |
| Spring High School | 446692 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 9 | |
| Carl Wunsche Senior High School | 446689 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 9 | |
| Spring Leadership Academy | 448258 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Springwoods Village Middle School | 448257 | PSAT 8/9: Sept. 2020 - Jan. 2021 | 8 | |
| Andy Dekaney High School | 443599 | SAT School Day: March 24, 2021 | 11 | Make-Up |
| Spring Early College Academy At LSC North Harris | 443646 | SAT School Day: March 24, 2021 | 11 | Make-Up |
| Westfield High School | 443458 | SAT School Day: March 24, 2021 | 11 | Make-Up |
| Spring High School | 446692 | SAT School Day: March 24, 2021 | 11 | Make-Up |
| Carl Wunsche Senior High School | 446689 | SAT School Day: March 24, 2021 | 11 | Make-Up |



**COLLEGE BOARD'S
COLLEGE READINESS AND SUCCESS CONTRACT #: CB-00027501**

THIS AGREEMENT, including all appendices, exhibits, and schedules attached hereto (this "Agreement"), is made as of this **August 01, 2020** ("Effective Date"), by and between Spring Independent School District ("Client") and the College Board (the "College Board").

WHEREAS, the College Board shall make available, and Client may order the following College Board exams, products, and services related to the College Board's College Readiness and Success System.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

1.0 Services & Deliverables. The College Board shall furnish Client with the exams, products, licenses, services and/or deliverables (collectively, "Deliverables") in accordance with the applicable schedules, which outline the Deliverables hereunder ("Schedule"); and attached hereto and incorporated herein by this reference. If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Deliverables shall be added by an addendum signed by both parties.

2.0 Term & Termination.

2.1 Term. This Agreement shall be for a term beginning as of August 01, 2020 and, unless sooner terminated as provided herein, will expire on June 30, 2021 ("Initial Term"). Client may renew this Agreement in twelve (12) month increments ("Renewal Term"), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to the College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the "Term." If, during the Term, Client decides to have the College Board support Client's administration of a digital College Board assessment, the College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

2.2 Termination. If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then the College Board shall have the right to terminate this Agreement immediately.

2.2.1 Rights After Termination. If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Deliverables under that Schedule shall cease, and Client shall: (a) immediately cease all use of the applicable Deliverables and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, the College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

2.2.2 Partial Payment Upon Termination. Client will compensate the College Board for all services performed, products furnished, and licenses granted, including any costs associated with the initial deployment of resources in preparation for providing the Deliverables under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by the College Board.

2.2.3 Availability of Deliverables. In addition to its other rights hereunder, the College Board may cease making certain Deliverables commercially available at any time by providing Client sixty (60) days written notice. In such event, the College Board will cease furnishing such Deliverable(s) under this Agreement and the Agreement shall continue in full force and effect, except for provisions specifically affecting such Deliverable(s). The College Board will refund Client any fees paid for the unused portion of such Deliverable(s).

3.0 Fees and Payment. Client shall pay those fees set forth in each Schedule for the Deliverables furnished during the 2020-2021 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.



4.0 Taxes. Client agrees to pay any sales, use, value added or other taxes or import duties (other than the College Board's corporate income taxes) based on, or due as a result of, any fees paid to the College Board under this Agreement, unless Client is exempt from such taxes as the result of Client's corporate or government status and Client has furnished the College Board with a valid tax exemption certificate.

5.0 Representations and Warranties.

5.1 Authority. Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

5.2 College Board Services Warranty. The College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

5.3 College Board Disclaimer of Implied Warranties. EXCEPT AS PROVIDED ABOVE, THE COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES AND DELIVERABLES, AS APPLICABLE, ON AN "AS IS" AND "AS AVAILABLE" BASIS. THE COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. THE COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, THE COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE DELIVERABLES OR THE RESULTS OBTAINED THEREFROM OR THAT THE DELIVERABLES WILL SATISFY CLIENT'S REQUIREMENTS.

6.0 Limitation of Liability. TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF THE COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND THE COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY THE COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF THE COLLEGE BOARD OR THE COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO THE COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC DELIVERABLE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.0 Indemnification. Intentionally Omitted.

8.0 Ownership of Intellectual Property. Client agrees and acknowledges that all intellectual property provided under or pertaining to the Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of the College Board. Nothing in this Agreement should be interpreted to indicate that the College Board is passing its proprietary rights in and to the College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

9.0 Miscellaneous.

9.1 Cooperation. Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for the College Board to furnish the Deliverables as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

9.2 Force Majeure. No party will be responsible to the other, and such shall not be grounds to terminate this Agreement, for disruptions in usage of the Deliverables caused by acts of God, acts of terrorism, government action, curtailment of transportation facilities, Client's failure to cooperate as described in Section 9.1 (Cooperation), labor strikes, governmental



authority, or all other events beyond the reasonable control of the party claiming rights under this Section (a “Force Majeure Event”); provided that the College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). The College Board’s obligation to furnish the Deliverables shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Deliverables is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

9.3 Governing Law and Choice of Forum. This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of Texas without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Texas State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue; provided, however, that prior to the instigation of any such action (other than an action for equitable relief) a meeting shall be held at a mutually agreed upon location, attended by individuals with decision-making authority to attempt in good faith to negotiate a resolution of the dispute. If within forty-five (45) days after such meeting the parties have not succeeded in resolving the dispute, either party may proceed at law, or in equity, in a court of competent jurisdiction. Client agrees not to demand a trial by jury in any action, proceeding or counterclaim.

9.4 Notices. All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a “read-receipt” which acknowledges recipient’s opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

To College Board:

K-12 Contract Management

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

Contractsmanagement@collegeboard.org

With a copy to

Legal Department

The College Board
250 Vesey Street
New York, NY 10281
Tel: (212) 713-8000

Legalnotice@collegeboard.org

To Client:

Jennifer Cobb
Asst. Supt. of Research, Accountability & Testing
Spring Independent School District
16717 Ella Blvd.
Houston, TX 77090-4299
Tel: (281) 891-6387
Email: jcobb@springisd.org

9.5 Publicity. Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the products, services, and deliverables provided for under this Agreement.

9.6 Relationship of the Parties. The relationship of the Client and the College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. The College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and the College Board recognize and agree that the College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services and Deliverables furnished by the College Board under this Agreement, Client acknowledges and agrees that the College Board shall not be categorized as a “subrecipient” receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. The College Board shall be defined as a “vendor” that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with the College Board is that of a vendor not a subrecipient.

9.7 Third-Party Rights. Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

9.8 Survival. It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.



9.9 Amendment; Waiver. Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

9.10 Severability. The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

9.11 Order of Precedence. In the event of conflict between the terms and conditions of any Schedule and the Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule hereto, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Deliverable to ensure prompt payment for Deliverables received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that the College Board may delay and/or withhold furnishing Deliverables if Client fails to issue the Client Purchase Order for such Deliverable, as applicable, prior to the scheduled delivery date for such Deliverable.

9.12 Headings. Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in the Agreement. Acceptance or acquiescence in a course of performance rendered under the Agreement shall not be relevant to determine the meaning of the Agreement and no waiver by a party of any right under the Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.



Contract # CB-00027501

SPRING INDEPENDENT SCHOOL DISTRICT

COLLEGE BOARD

Signature

Name

Title

Date

DocuSigned by:

Jeremy Singer

Signature
BE2EE27F2DE045D...

Jeremy Singer

Name

President

Title

07/17/2020

Date



**PSAT/NMSQT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized PSAT/NMSQT¹ test to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. Additionally, earlier involvement in the PSAT/NMSQT[®] assessment will expose students to a wealth of college planning and preparation tools to get and keep them actively involved in the process, as well as provide students with the opportunity to receive national recognition and scholarships through National Merit Scholarship Corporation. This Schedule outlines how a Client sponsors the PSAT/NMSQT administration for students and what data and reports may be provided to Client through our online data portal. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT/NMSQT as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT/NMSQT and initiates students' earlier entry on the road to college.

II. SCOPE

College Board shall furnish the PSAT/NMSQT and the following materials and reports to the schools designated by Client in Section IV (List of Participating Schools):

1. Materials for Students:

- a. PSAT/NMSQT test materials (PSAT/NMSQT Student Guides and test booklets).
- b. Student Paper Score Report (one copy sent to school).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. Access to scholarship and recognition programs, offered by each of National Merit Scholarship Corporation and College Board.

2. Materials for Schools:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential[™], delivered via College Board website.
- c. SAT Suite of Assessments of Educator Guide (one copy sent to each school).
- d. PSAT/NMSQT Coordinator Manual (copies sent to schools based on their test booklet order; one per 25 tests ordered).

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Delivering SAT Practice Tools and Support. In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through College Board's collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy's guidelines.

5. Required Information. Client shall furnish College Board with: (a) a list of participating schools with their respective College Board school code as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Contact Information), incorporated by reference herein. Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools cannot be made after **September 11, 2020**. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the PSAT/NMSQT order deadline.

¹ PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation and should be so noted in all communications.



In the event that any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Schedule. Additionally, students in Participating Schools who incorrectly enter a grade or fail to enter grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.

III. PSAT/NMSQT TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT/NMSQT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT/NMSQT exam, including, without limitation, copyrights, trademarks², trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for its national assessments will be altered in any way.

2. PSAT/NMSQT Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT/NMSQT Assessment Administration. The exam shall be administered on **October 14, 2020**. The alternate exam administration is on **October 28, 2020**. Client shall comply with the published security and administration guidelines for College Board's national assessments set forth in the PSAT/NMSQT Coordinator Manual.

- a. Client Testing Delays.** Participating Schools select one of the administration dates for the PSAT/NMSQT. Should an event occur that would require Participating Schools to close for reasons beyond the reasonable control of such Participating Schools (for example, including, but not limited to, severe weather, extended power outages or a teacher's strike) (a 'PN Delay Event'), College Board will work with Client and Participating Schools to shift testing to the alternate Wednesday administration, if available. College Board will not be liable if College Board's shipping vendor is unable to timely deliver test materials to the Participating Schools for the alternate Wednesday administration, or should a PN Delay Event otherwise prevent the Participating Schools from administering the PSAT/NMSQT on the alternate Wednesday administration in accordance with the policies set forth in the PSAT/NMSQT Coordinator's Manual. College Board will use its best efforts to support the change of test date. College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by a PN Delay Event up to one week prior to the alternate Wednesday administration. Client will be liable for any additional fees associated with rush deliveries, publication reprints or incremental support incurred for deliveries within seven (7) days of the alternate Wednesday administration. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its' employees, agents, consultants, or if Client has failed to promptly inform College Board of the need for a test day change in time to allow delivery of test materials one week prior to the alternate Wednesday administration. No additional administration of the PSAT/NMSQT will be made available after the alternate Wednesday administration. Client understands that by selecting the 2nd Wednesday as their main administration date, if there is a PN Delay Event, there is no additional PSAT/NMSQT test dates. In such cases, this Agreement remains in full force and effect and Client will not be charged any unused test fees. Client's students may elect to participate in National Merit Scholarship Competition program by following the instructions for alternate entry published in the PSAT/NMSQT Student Guide.

IV. LIST OF PARTICIPATING SCHOOLS

| SCHOOL NAME | SCHOOL CODE |
|--|-------------|
| Andy Dekaney High School | 443599 |
| Carl Wunsche Senior High School | 446689 |
| Spring Early College Academy At LSC North Harris | 443646 |
| Spring High School | 446692 |
| Westfield High School | 443458 |

² PSAT/NMSQT is a registered trademark jointly owned by College Board and the National Merit Scholarship Corporation, and should be so noted in all communications.



V. FEE CALCULATION

1. Program Pricing. The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) percentage, and the assessment(s) purchased by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools³ to participate under this Agreement. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to the PSAT/NMSQT, or if multiple grades are being tested under this Schedule, Client shall receive a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite Pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

| National School Lunch Program (NSLP) Percentage | <u>Suite Pricing:</u> PSAT/NMSQT with PSAT 8/9 and SAT School Day | <u>Multi-Assessment Pricing:</u> • PSAT/NMSQT with either PSAT 8/9 or SAT School Day or P10 • At least <u>two</u> grades testing for PSAT/NMSQT |
|---|--|---|
| ≥ 0% and <50% | \$13.00 | \$14.00 |
| ≥ 50% and < 75% | \$12.00 | \$13.50 |
| ≥ 75% | \$11.00 | \$13.00 |

Clients will be charged a fixed fee based on enrollment, regardless of how many students actually take the PSAT/NMSQT assessments. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must provide College Board with the adjusted enrollment figures, and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than **October 30, 2020**.

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$17.00 per student.

3. Restrictions. No student participating under this Schedule will be assessed an individual fee for taking the PSAT/NMSQT exam. Furthermore, there are no fee waivers granted for juniors should they be covered under this Schedule.

4. Unused Tests. Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.

³ College Board acknowledges that certain high schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of the District, and schools primarily possessing students not enrolled to obtain a standard high school diploma.
Form Approved By College Board Legal January 2020



**PSAT 8/9 ASSESSMENT
EARLY PARTICIPATION PROGRAM
FIXED FEE SCHEDULE**

I. BACKGROUND

College Board owns and delivers its national standardized tests to students. College Board's Early Participation Program is an initiative to support the involvement of all students in the college-going process at an earlier age while there is still time to inform instruction and learning, and increase students' readiness for college expectations. College Board supports this initiative by providing clients with access to additional savings when clients pay to engage at least one entire grade of students in taking the PSAT 8/9® exam, as indicated on the Budget Schedule or elsewhere in this Schedule ('Participating Grade'). Shifting this financial obligation from the student to Client provides greater access for students to the PSAT 8/9 assessment and provides students early entry on the road to college. This Schedule outlines how a Client sponsors a PSAT 8/9 administration for students and what data and reports may be provided to Client through College Board's online data portal.

II. SCOPE

College Board shall furnish the following PSAT 8/9 materials and reports to the schools designated by Client in Section IV (List of Participating Schools).

1. Materials for Students:

- a. PSAT 8/9 test materials (test booklets).
- b. Student Paper Score Report (one copy sent to Participating School).
- c. Student Online Score Report, delivered via College Board website.
- d. Access to Official SAT Practice on Khan Academy; students ages 13 and older can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.
- e. If Client is administering digital testing ('Digital Testing'), students will receive online access to a digital test preview to demonstrate the navigation and tools available to students in the Digital Testing platform.

2. Materials for Schools:

- a. PSAT 8/9 test materials (test booklets).
- b. If Client is administering digital testing, Participating Schools will receive online access to the digital testing platform and download applications.
- c. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website. In order for the Participating Schools to receive all reports on the data portal, answer sheets must be returned as soon as possible after testing.
- d. Access to AP Potential™ for students in 9th grade, via College Board website.
- e. SAT Suite of Assessment Educator Guide (one copy sent to each school).
- f. PSAT 8/9 Coordinator Manual (copies sent to schools based on their test book order; one per 25 tests ordered).
- g. If Client is administering Digital Testing, PSAT 8/9 Digital Testing Coordinator Manual (copies sent to schools based on their order in the Test Ordering Site; one per 10 tests ordered).

3. Reports for District:

- a. Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b. Access to AP Potential, delivered via College Board website.

4. Required Information. Client shall furnish College Board with: (a) a list of participating schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client's contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation). Changes to the list of Participating Schools must be made no later than **one month prior to Client's selected administration date**. Participating Schools without a valid six-digit College Board school code should apply for their school code at **least six weeks before they plan to order test books**.

In the event that: (i) any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, then such schools shall not be covered under this Agreement and (ii) students in Participating Schools who incorrectly enter a grade or fail to enter a grade on their answer sheets will be incorrectly depicted in reports furnished under this Schedule, and no adjustments can be made to the reports furnished to Client under this Schedule.



III. PSAT 8/9 TERMS AND CONDITIONS

1. Ownership of Intellectual Property. Client agrees and acknowledges that the PSAT 8/9 exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the PSAT 8/9 exam, including, without limitation, copyrights, trademarks, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively ‘College Board Intellectual Property’). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures for national assessments will be altered in any way.

2. PSAT 8/9 Student Reports. College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes Client-wide training sessions, as long as the data used during training preserves the confidentiality of students. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.

3. PSAT 8/9 Test. College Board hereby grants to Client during the Term of this Agreement a limited, non-exclusive, non-transferable, non-assignable, revocable license to use the PSAT 8/9 test booklets and the digital platform for Digital Testing for the sole purpose of administering the PSAT 8/9 exam on behalf of College Board and reviewing the scores with students within the classroom of a Participating School. Unless otherwise directed by College Board in advance, Client shall destroy PSAT 8/9 test booklets upon termination of this Agreement.

Except as expressly provided herein, Client is prohibited from copying, disseminating, publishing, displaying or distributing in any form, or reproducing the PSAT 8/9 test booklets or any questions from the Digital Testing in whole or in part, without the prior written consent of College Board. Client does not gain any ownership interest in the PSAT 8/9 test booklets or Digital Testing.

4. PSAT 8/9 Assessment Administration. If Client wishes to administer the test twice to the same Participating Grade, Client should select its first testing date between September 2020 and March 2021, and its second testing date in April 2021. Client agrees to administer the PSAT 8/9 to students in the Participating Grade(s) during the testing period(s) noted in the List of Participating Schools table below.

Client shall comply with the published security and administration guidelines for College Board’s national test assessments set forth in the PSAT 8/9 Coordinator Manual. For the Digital Testing, Client shall also comply with the guidelines as published in the PSAT 8/9 Digital Testing Coordinator Manual, PSAT 8/9 Digital Testing Accommodated Manual and all relevant supplemental system requirements, installation manuals and guides.

5. Digital Testing Requirements (If Client is administering digital testing):

- a. The PSAT 8/9 Coordinator at each Participating School will complete all required College Board Digital Coordinator Training and provide training access to other supporting staff. Client will ensure compliance with training requirements for all testing staff.
- b. The PSAT 8/9 Coordinator at each Participating School will ensure the successful and accurate completion of all digital preadministration and technology setup activities. These include: a dedicated device for test coordinator(s) to monitor test activities, a proctor computer to administer the digital test in each testing room, and school-owned devices for each test-taking student with College Board Secure Browser installed. Additional information on the computers required for test day, including recommendations on battery and power source, can be found here: <https://digitaltesting.collegeboard.org/digital-preparedness/computer-requirements>. Client must further ensure that each school can meet College Board Digital Testing Requirements as outlined on the digital testing website, in the following areas:
 - **Supported Operating Systems for Student Testing:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-operating-systems>, for guidance on supported desktops, laptops and tablets for student testing.
 - **Supported Web Browsers by Operating System:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/supported-browsers>, for information on supported operating systems and corresponding web browsers for each application.
 - **Network Configuration:** Review this webpage: <https://digitaltesting.collegeboard.org/digital-preparedness/network-configuration>, for guidance on network configuration including: required bandwidth, ports and protocols, and URLs to whitelist for optimal testing experience.

Client understands that updates to the Digital Testing requirements will be posted on the Digital Testing website links outlined above.



- c. Client agrees and understands that seating policies for Digital Testing are different from those for paper and pencil testing and will ensure that Participating Schools consult College Board manuals and training and adhere to the most up-to-date Digital Testing room seating policies.
- d. Bulk Registration is required for Participating Schools electing to Digital Testing.

6. There is always a risk of disruption during paper or digital testing, including, without limitation, computer issues. College Board has endeavored to put in place procedures to allow administrators and students to recover from such disruption and complete testing. Despite such efforts, Client understands that there are situations where College Board's only option is to schedule a makeup test. This is Client's sole remedy in relation to such disruption.

7. If Client is administering the test with accommodations requiring the use of an approved assistive technology device, students should pre-test the device in the Student Digital Test Preview prior to test day to ensure operational functionality. If the digital accommodation supports within the Digital Test preview do not meet the students testing needs, Client shall arrange for alternate accommodation supports.

IV. LIST OF PARTICIPATING SCHOOLS

| DISTRICT NAME | SCHOOL NAME | SCHOOL CODE | PARTICIPATING GRADE(S) | TESTING PERIOD(S) |
|------------------------------------|--|-------------|------------------------|-----------------------------|
| Spring Independent School District | Andy Dekaney High School | 443599 | 9 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Bailey Middle School | 449673 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Bammel Middle School | 449529 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Carl Wunsche Senior High School | 446689 | 9 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Dr Edward Roberson Middle School | 449325 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Dueitt Middle School | 449317 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Edwin M Wells Middle School | 449388 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Spring Early College Academy At LSC North Harris | 443646 | 9 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Spring High School | 446692 | 9 | Sep 21, 2020 - Jan 29, 2021 |
| | Spring Leadership Academy | 448258 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| | Springwoods Village Middle School | 448257 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Stelle Claughton Middle School | 449389 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Twin Creeks Middle School | 449560 | 8 | Sep 21, 2020 - Jan 29, 2021 |
| Spring Independent School District | Westfield High School | 443458 | 9 | Sep 21, 2020 - Jan 29, 2021 |

V. FEE CALCULATION

1. **Program Pricing.** The fee calculation for this Schedule depends solely on the total enrollment figures for the Participating Grades as indicated in the College Readiness Agreement Budget Schedule ('Budget Schedule') and Client's official National School Lunch Program (NSLP) and the assessment(s) sponsored by Client. Client acknowledges that successful implementation of the Early Participation Program is contingent on Client requiring 100% of their schools⁴ to participate under this Schedule. If, during the term covered by this Schedule, College Board is furnishing other assessments to Client in addition to

⁴ College Board acknowledges that certain schools are excluded from this requirement, which include without limitation and by way of example, schools for the severely disabled, charter schools excluded from the administrative authority of Client, and schools primarily possessing students not enrolled to obtain a standard high school diploma.



PSAT 8/9, or if multiple grades are being tested under this Schedule, Client shall receive the fee calculation for testing under this Schedule represents a greater discount as set forth on the Budget Schedule. The table below details the discounts available ('Suite pricing' and 'Multi-Assessment Pricing'). For purposes of Suite pricing under this Schedule, the PSAT/NMSQT ('PN') and PSAT 10 ('P10') are considered one assessment.

| National School Lunch Program (NSLP) Percentage | Suite Pricing: | |
|---|---|--------|
| | Multi-Assessment Pricing: | |
| | • PSAT 8/9 with either PN or P10 or SAT School Day • At least <u>two</u> grades testing for PSAT 8/9 | |
| | PSAT 8/9 with SAT School Day, and PN and/or P10 | |
| ≥ 0% and <50% | \$9.00 | \$9.50 |
| ≥ 50% and < 75% | \$8.00 | \$9.00 |
| ≥ 75% | \$7.00 | \$8.00 |

Client will be charged a fixed fee based on the enrollment as noted above, regardless of how many students actually take the PSAT 8/9 assessment. The enrollment and total cost indicated in the Budget Schedule are estimates; Client will be given an opportunity to adjust and review the enrollment in the fall to determine their final fee.

2. Changes to Enrollment. If Client determines, after signing this Agreement, that the enrollment figures provided herein are incorrect by more than 5% (up or down), Client must promptly provide College Board with the adjusted enrollment figures and identify how and where College Board may confirm this information. Client shall send the updated enrollment figures and an official enrollment report or references, on official letterhead, via email (preferred method) to AssessmentsProgram@collegeboard.org or mail to: PSAT/SAT Assessments, College Board, 250 Vesey Street, New York, NY 10281 no later than:

| Administration Date | Deadline to submit updated enrollment |
|------------------------|---------------------------------------|
| Sept. 2020 – Jan. 2021 | October 30, 2020 |
| Feb. 2021 – Mar. 2021 | January 29, 2021 |
| April 2021 | |

Notwithstanding the foregoing, after the administration of the exam, College Board may request a verification of enrollment by Participating Grade from Client. If enrollment figures provided by Client based on such request, differ from those provided herein, College Board will adjust the total cost of the Schedule to account for either increases or decreases in enrollment. Additionally, in the event actual participation in a Participating Grade exceeds Client's enrollment figures indicated herein, Client shall remit payment to College Board for any additional students at the full test fee of \$13.00 per student.

3. Restrictions. No student participating under this Agreement will be assessed an individual fee for taking the PSAT 8/9 exam.

4. Unused Tests (paper and pencil). Participating Schools will not incur unused test fees for Participating Grade(s); however, unused test fees will apply for all other grades ('non-Participating Grades'). A fee of \$4 per test booklet will be charged if a Participating School is calculated to have unused tests greater than 20% of their test booklets ordered by non-Participating Grade(s). Participating Schools that use at least 80% of the tests ordered for non-Participating Grade(s) will not incur an unused test fee.



SAT SCHOOL DAY PROGRAM SCHEDULE

I. BACKGROUND

College Board owns and delivers its national standardized SAT test to students. College Board will assist Client in administering the SAT exam during a school day. Under this Schedule, ‘SAT’ will be used to refer to both the SAT (without essay) and the SAT with Essay, as applicable. This Schedule outlines how a Client sponsors a SAT School Day administration for students and what SAT data and reports may be provided to Client through our online data portal (the ‘Program’). Students who take the SAT exam in accordance with the provisions of this Schedule are herein referred to as ‘Participants’.

II. SCOPE

College Board shall furnish the following SAT School Day material and reports to the schools designated by Client in Section IV (List of ‘Participating Schools’).

1. Materials for Students:

- a.* SAT Student Guide.
- b.* SAT test materials (test booklets).
- c.* Student Online Score Report, delivered via College Board website.
- d.* Ability to send scores to colleges, scholarship programs and other designated score recipients, via College Board website.
- e.* Access to Official SAT Practice on Khan Academy; students can link their College Board and Khan Academy accounts to receive free personalized practice recommendations based on their performance.

2. Materials for Participating Schools:

- a.* Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.
- b.* Materials to support test administration.

3. Reports for District:

- a.* Access to individual student score reports and aggregate score reports, and downloadable student data file, delivered via College Board website.

4. **Delivering SAT Practice Tools and Support.** In addition to the free practice tools available at <http://sat.collegeboard.org/practice>, all students will have access to free, personalized, and focused practice resources through the College Board’s collaboration with Khan Academy. Practice materials for the SAT exam are available at the Khan Academy website (<http://satpractice.org>). Client and Participants shall use the Khan Academy practice tool and materials in accordance with Khan Academy’s guidelines.

Additional SAT Readiness products (e.g., publications) and services (e.g., Professional Development Workshops) are not included as part of the Program. Client may purchase these products and services separately.

5. **Providing Accommodations to Participants with Disabilities.** Accommodations for Participants with disabilities will be granted and administered according to College Board’s standard eligibility and administration procedures. Participants must apply for accommodations under the College Board’s Services for Students with Disabilities (SSD) program and must follow the SSD program’s published procedures, which can be found at collegeboard.org/SSD. Only College Board-approved accommodations are permitted. Any provided accommodations not previously and explicitly approved by the College Board’s SSD program will result in scores that are not valid, and that cannot be reported to colleges, scholarship programs and other designated score recipients. Client will be responsible for ensuring that an appropriate accommodations coordinator (‘SSD Coordinator’) is designated for each school to facilitate the application for and administration of approved accommodations. The ‘SSD Coordinator Form’ (used to establish an SSD Coordinator) is available at the above-referenced websites. Participants with accommodations previously approved by College Board, and who have a College Board-issued SSD code, do not need to reapply for accommodations under this Program.

6. **Required Information.** Client shall furnish College Board with: (a) a list of Participating Schools as prescribed in Section IV (List of Participating Schools); (b) a review of estimated student enrollment from a public data source as prescribed in Section V (Fee Calculation); and (c) Client’s contacts as prescribed in Section VI (Client Contact Information). Client will review the pre-populated enrollment data from public data sources and send any adjustments as prescribed in Section V (Fee Calculation for Service and Deliverables).



Changes to the list of Participating Schools must be submitted by the deadline as noted below. Participating Schools without a valid six-digit College Board school code should apply for their school code **at least six weeks** prior to the order deadline for their Primary Test Date for SAT School Day.

| Administration Date | Deadline to submit changes |
|---------------------|----------------------------|
| September 23, 2020 | August 21, 2020 |
| October 14, 2020 | September 4, 2020 |
| March 3, 2021 | January 29, 2021 |
| March 24, 2021 | February 12, 2021 |
| April 13, 2021 | March 12, 2021 |
| April 27, 2021 | March 26, 2021 |

In the event that: any of Client's schools are omitted from the List of Participating Schools or listed without valid school codes, such schools shall not be covered under this Schedule. Additionally, information relating to Participants who incorrectly enter a grade or fail to enter a grade on their answer sheets, will be incorrectly depicted in reports furnished under this Schedule, and Client acknowledges that no adjustments can be made.

7. **Training of Designated Personnel at the Participating Schools.** College Board will provide all necessary training and/or instructional materials to designated Client personnel who will act as SAT School Day Coordinators, SSD Coordinators, Proctors, and Monitors (collectively 'Designated Personnel'). The required training and/or instructional materials will be made available by College Board to Client and **must be completed two weeks before two weeks before the test administration date.**

Designated SAT School Day Coordinators are required to adhere to all of College Board's procedures, policies, and protocols related to national test administration as specified in the SAT School Day Coordinator training and instructional materials, and may be required to complete SAT School Day staff agreements. Client is responsible for ensuring compliance with all required Designated Personnel training. College Board reserves the right to cancel the administration of the Program at any Participating School where any Designated Personnel fail to complete such training prior to the scheduled test administration.

8. **SAT Student Guide distribution to Students.** Client shall ensure that copies of the SAT Student Guide are distributed to all Students **at least two weeks before test administration date.**

9. **SAT School Day Customer Service for Educators:**

College Board will provide Client with telephone customer service support for educators. Specifically, College Board will provide:

- Step-by-step assistance with College Board online tools (SSD System)
- Assistance with completing required forms (AI Request Form)
- Assistance with obtaining additional materials (Publications)
- Feedback mechanism for counselors

Standard hours of operation: Monday through Friday 9:00 a.m. to 5:00 p.m. Eastern Standard Time. Customer service for the SAT Program can also be accessed online at the following web address: <http://sat.collegeboard.org/contact>.

III. SAT SCHOOL DAY TERMS AND CONDITIONS

SAT Program

1. **SAT Ownership.** Client agrees and acknowledges that the SAT exam, and all items (questions) contained therein, including all copies thereof, all exam materials (including publications and reports) and all data, including but not limited to student scores derived from the exam and collected under this Schedule are at all times owned by College Board, which is the exclusive owner of all rights in and to the SAT exam, including, without limitation, copyrights, trademarks³, trade secrets, patents, and other similar proprietary rights, and all renewals and extensions thereof (collectively 'College Board Intellectual Property'). Nothing in this Schedule shall be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to Client or that its normal security procedures will be altered in any way.

SAT Data License

2. **SAT Data and Reporting.** College Board hereby grants Client a limited, nonexclusive, nontransferable, non-assignable right to use the score reports and individual student data for the legitimate educational purposes of internal analysis, which includes training sessions, as long as the data used during training preserves the confidentiality of students, and to incorporate it into educational data warehouse systems to improve college readiness. Client may not use or distribute the score reports externally or to third parties without the express written consent of College Board.



For the April 13, 2021 paper and pencil administration, SAT question content and answer explanations will be provided in the online system, for the Primary Test Date only.

- 2.1 The College Board grants Client a non-exclusive, limited and revocable license to use the questions and answers explanations for the sole purpose of classroom teaching and internal reporting purposes. Client understands and acknowledges that the questions and answers explanation include College Board copyrighted content and may also include third party copyrighted content for which Client may only use for the aforementioned purposes. Client acknowledge and agrees that it has no right to upload or post online, cache, reproduce, modify, display, edit, alter or enhance any portion of the SAT questions and answers or the third party content in any manner unless it has express written permission from College Board and the owner of the third party content.
- 2.2 The College Board reserves the right to revoke the above license grant if Client violates the terms of the license. In addition, the College Board shall not be liable to Client nor any third party for Client's use of the question and answers explanation (including but not limited to, any copyright infringement claims) beyond the scope of the license.

SAT Administration

3. SAT Test Dates and Participating Grade. Client agrees to administer the SAT to the following Participating Grade(s) on the Primary and Makeup Test Dates noted below:

| Participating Grade(s) | Primary Test Date | Makeup Test Date |
|------------------------|-------------------|------------------|
| 11 | March 03, 2021 | March 24, 2021 |

Participants who are absent from the Primary Test Date are eligible to take the test on the Makeup Test Date mentioned above. Client acknowledges that there are no designated or national administration makeup test dates associated with the April 27, 2021 Primary Test Date.

4. Administering the SAT. The SAT will be administered to students under standard College Board test administration and security protocols as specified in the SAT School Day Test Coordinator Manual and SAT School Day Test Coordinator training and instructional materials, unless otherwise stated in this Schedule, and will result in scores that are reportable to colleges for admissions purposes. In accordance with College Board policies, any test irregularity, including mis-administrations or security breaches, will be thoroughly investigated and may result in score cancellations. Client is responsible for making all necessary arrangements to ensure that the testing environment and the security of all test materials satisfy College Board requirements as specified in the SAT School Day Test Coordinator training and instructional materials. The test will be administered by Client-employed personnel, who will not receive additional remuneration by College Board. All Participants must test on either the designated test day or, when available, designated makeup test day. This Agreement does not guarantee that all Students targeted by Client for the Program will actually test. It is the responsibility of Client to encourage Participants to complete the program. Participants will follow the guidelines on the SAT website and in student materials sent by College Board.

IV. LIST OF PARTICIPATING SCHOOLS

| SCHOOL NAME | SCHOOL CODE | ADMINISTRATION |
|--|-------------|-------------------------------|
| Andy Dekaney High School | 443599 | SAT School Day: March 3, 2021 |
| Carl Wunsche Senior High School | 446689 | SAT School Day: March 3, 2021 |
| Spring Early College Academy At LSC North Harris | 443646 | SAT School Day: March 3, 2021 |
| Spring High School | 446692 | SAT School Day: March 3, 2021 |
| Westfield High School | 443458 | SAT School Day: March 3, 2021 |

V. FEE CALCULATION

1. Fees. Client shall pay College Board \$50.00 for each Participant for the 2020-2021 SAT with Essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT with Essay answer sheets indicate that they are not in a participating cohort.

Client shall pay College Board a fee which shall be an amount not to exceed \$37.00 for each Participant for the 2020-2021 SAT without Essay test. Client acknowledges and agrees that Participating Schools are directly responsible for the fees of students whose SAT answer sheets indicate that they are not in a participating cohort.



Client acknowledges that full cohort participation is expected of the Participating Grade(s). The enrollment and total cost indicated in the Budget Schedule are estimates.

2. Restrictions. No Participant will be assessed an individual fee for testing under this Schedule if Client has chosen SAT with Essay. If Client has chosen SAT (without Essay) and its Participating Schools have opted in for student purchased essay, such fees will be billed directly to the Participating Schools. The Budget Schedule reflects the option Client chose. SAT Subject Tests are not offered under this Agreement. Furthermore, there is no additional discount under this Schedule provided for Participants who are using fee reduction benefits.

3. Unused Tests. The unused test fee is 50% of the retail test fee for each unused test booklets and will be charged if a Participating School is calculated to have unused tests greater than 20% of their total test booklets ordered. Participating Schools that use at least 80% of the total tests ordered will not incur an unused test fee.



VI. CLIENT CONTACT INFORMATION

| | Primary ⁵ | Data Recipient ⁶ | Billing ⁷ | Bulk Registration (optional) ⁸ |
|-----------------|---|----------------------------------|---|---|
| Name: | Jennifer Cobb | Cynthia Bundage | Jennifer Cobb | Cynthia Bundage |
| Title: | Asst. Supt. of Research, Accountability & Testing | Gifted & Talented Specialist, AP | Asst. Supt. of Research, Accountability & Testing | Gifted & Talented Specialist, AP |
| Address: | 16717 Ella Blvd. | 16717 Ella Blvd | 16717 Ella Blvd. | 16717 Ella Blvd |
| City/State/Zip: | Houston, TX 77090-4299 | Houston, | Houston, TX 77090-4299 | Houston, |
| Phone: | (281) 891-6387 | 2818916185 | (281) 891-6387 | 2818916185 |
| Email: | jcobb@springisd.org | cbundage@springisd.org | jcobb@springisd.org | cbundage@springisd.org |

⁵ This is the person to whom College Board should direct primary communications.

⁶ This is the person to whom College Board should send the data/data access information for this Schedule, if different from the Primary Contact.

⁷ This is the person to whom College Board should send the invoice for this Schedule, if different from the Primary Contact.

⁸ This is the person to whom College Board should send the bulk registration information and access code for uploading the electronic file for processing.



Budget Schedule

| Product Name | Start Date | End Date | Quantity | Unit Price | Cost | Discount | Total Cost |
|---|--------------|---------------|----------|------------|--------------|-------------|--------------|
| PSAT 8/9 EPP Fixed-Fee - 8th Grade | July 1, 2020 | June 30, 2021 | 2,578 | \$13.00 | \$33,514.00 | \$12,890.00 | \$20,624.00 |
| PSAT 8/9 EPP Fixed-Fee - 9th Grade | July 1, 2020 | June 30, 2021 | 2,749 | \$13.00 | \$35,737.00 | \$13,745.00 | \$21,992.00 |
| PSAT/NMSQT EPP Fixed-Fee - 10th Grade | July 1, 2020 | June 30, 2021 | 2,560 | \$17.00 | \$43,520.00 | \$12,800.00 | \$30,720.00 |
| PSAT/NMSQT EPP Fixed-Fee - 11th Grade | July 1, 2020 | June 30, 2021 | 2,358 | \$17.00 | \$40,086.00 | \$11,790.00 | \$28,296.00 |
| SAT SD Volume-Based With Essay - 11th Grade | July 1, 2020 | June 30, 2021 | 2,358 | \$68.00 | \$160,344.00 | \$42,444.00 | \$117,900.00 |

Subtotal: \$313,201.00

Total Discount: \$93,669.00

Total Cost: \$219,532.00

COVID-19 Pandemic Contingency Plans. The parties agreed and understand that due to the Covid-19 pandemic and for reasons beyond the reasonable control of either party, either party may be prohibited from delivering its obligations and/or fulfilling its responsibilities. College Board shall solely determine whether it shall be able to fulfill its obligations to offer the assessments which are the subject of this Agreement, and Client shall solely determine whether it can administer the assessment which are the subject of this Agreement. If Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in schools in accordance with this Agreement, Client shall be relieved of its obligation to pay College Board for any assessment(s) which it cannot administer because of the COVID-19 pandemic. If Client can administer an assessment to a portion of its students but not the full cohort, College Board shall provide a revised budget schedule; provided, that Client immediately notifies College Board in writing (with email to suffice) of its inability to administer the assessment(s) in accordance with this Agreement. Any notification to College Board of Client's inability to administer College Board assessments must be provided in advance of the schedule test date(s).

If Client has received secure test material, Client agrees to safeguard such material (including by way of example, to store in a locked office and/or cabinets, to maintain the packaging seal on the boxes) and, if requested, to return such material to College Board. Client is prohibited from administering the assessment(s) on any day, or in any manner, that is not permitted by College Board and/or to use the assessment(s) for any other purpose.



College Board will work with Client to mutually agree on a back-up administration plan and date, to the extent possible; provided, that the parties failure to agree on a backup plan shall permit the parties to immediately terminate this Agreement. Client must notify College Board in writing (with email to suffice) of its request to use a published back-up administration date in advance of the originally scheduled test date. For a SAT School Day administration, the back-up administration shall be an available make-up date. For the PSAT/NMSQT, the back-up administration shall be the Alternate Test Day – Wednesday, October 28, 2020. However, if the Client had chosen to use the PSAT/NMSQT Alternate Test Day as their primary test date, there will be no available back-up administration date. If the parties agree to administer the assessment(s) on an available back-up date, College Board shall determine in its sole discretion whether to ship Client replacement tests or whether Client shall use previously shipped unused tests. College Board reserves the right to deny a change of test date if, in its sole opinion, the additional work will endanger its vendors or its employees, agents, consultants, or if Client has failed to immediately notify College Board of the need for a test day change in time to allow delivery of test materials one week prior to the back-up administration. College Board shall use commercially reasonable efforts to timely deliver such material; provided, however, College Board shall not be responsible for the failure of any third-party shipping company to deliver such material because of delays caused by COVID-19.

College Board will assume any additional costs associated with rescheduling and delivering tests to Participating Schools impacted by such delay up to one week prior to the alternate administration. College Board reserves the right, in its sole discretion, to charge for any additional fees associated with rush deliveries, publication reprints or incremental support incurred within seven (7) days of the alternate administration.

College Board reserves the right to decline to offer additional administrations beyond the published testing dates or testing windows, as may be amended by College Board.

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|--|
| SUBJECT | Memorandum of Understanding (MOU) with Texas A&M University (TAMU) |
| RECOMMENDED ACTION | The Board approve the MOU between Texas A&M University and Spring Independent School District |
| EXPLANATION OF ITEM | <p>The purpose of this memorandum of understanding is to provide practicum experience for TAMU students in Spring ISD. The practicum placements will provide:</p> <ul style="list-style-type: none"> a. learning activities which will assist TAMU students in meeting the objectives of coursework established by TAMU; and b. expanded capabilities for TAMU in providing services in accordance with the objectives of graduate education. <p>TAMU will establish practicum hours for the students and Spring ISD will review and approve. All TAMU students will follow all Spring ISD policies and procedures while participating in the practicum.</p> <p>Spring ISD will provide on-site supervision by a LSSP (Licensed Specialist in School Psychologist) for at least one hour per week. The Spring ISD LSSP will support and coach the TAMU practicum students and will complete appropriate paperwork required by TAMU for performance evaluation.</p> |
| EVERY CHILD 2020 IMPERATIVE | Reach Every Student |
| EVERY CHILD 2020 COMMITMENT | Excellence Systems of Support and Acceleration |
| EVERY CHILD 2020 STRATEGY | Implement a Tiered System of Support |
| RESOURCE PERSONNEL | <p>Mark Miranda, Executive Chief of District Operations</p> <p>Lupita Hinojosa, Chief Innovation and Equity Officer</p> <p>Margaret Sherwood, Executive Director of Special Education</p> |
| BUDGET PROVISIONS | N/A |

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM Yes

DO YOU HAVE SUPPORTING DOCUMENTS Yes

| | |
|---|-------------|
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | Yes |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |

**AGREEMENT
BETWEEN
TEXAS A&M UNIVERSITY
DEPARTMENT OF EDUCATIONAL PSYCHOLOGY
AND Spring Independent School District**

Texas A&M University, on behalf of its Department of Educational Psychology, ("TAMU") and Spring Independent School District ("Affiliate") hereby establish an affiliation for the purpose of providing practicum experience for TAMU students.

SCOPE OF PRACTICUM PLACEMENT:

Neither TAMU nor Affiliate will incur financial obligation to each other as a result of this Agreement. TAMU and Affiliate acknowledge that TAMU students will not provide services under this Agreement apart from their educational value.

TAMU AND AFFILIATE JOINTLY AGREE:

1. The purposes of the practicum placement are:
 - a. to provide learning activities which will assist TAMU students in meeting the objectives of coursework established by TAMU;
 - b. to provide expanded capabilities for TAMU in providing services in consonance with the objectives of graduate education.
2. This Agreement commences on the date of signature by the last party and continues for 5 year(s).
[NOTE: The term of this Agreement cannot extend beyond 5 years]
3. Either party may terminate this Agreement upon giving 30 days' prior written notice to the other party, except that this Agreement will remain in effect as to any TAMU student participating in the practicum at Affiliate as of the effective date of termination for so long as the parties determine such student shall remain in the practicum.
4. Each party shall provide and maintain open channels of communication relative to the practicum through designated representatives.
5. TAMU shall establish practicum hours for students subject to approval by Affiliate. TAMU acknowledges that TAMU students will be subject to all applicable Affiliate policies and procedures while participating in the practicum. TAMU shall determine beginning dates, holidays, and ending dates for the practicum assignment.
6. Each party shall strive to ensure that the educational experience provided is consistent with the curriculum requirements of TAMU and with the standards of the accrediting entity for the school or department of TAMU in which the students are enrolled.
7. The parties shall periodically review the program administered under this Agreement and, when appropriate, revise the program to meet TAMU's curriculum requirements and the standards of the accrediting entity.
8. In compliance with federal and state law, including provisions of Title IX of the Education Amendments of 1972, Sections 503 and 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1990, TAMU and Affiliate may not discriminate on the basis of race, sex, religion, color, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity in the administration of policies, programs, or activities; admission policies; or other programs or employment.

9. This Agreement does not prevent Affiliate from participating in any other program, nor does this Agreement prevent TAMU from placing TAMU students with other entities.
10. TAMU is not responsible for providing personal liability or medical insurance covering TAMU students. TAMU assumes no liability for the acts or omissions of its students arising in the course of this affiliation. TAMU students will be responsible for obtaining liability insurance coverage in an amount satisfactory to Affiliate.
11. Either TAMU or Affiliate may remove a student enrolled in the practicum if, in the opinion of either party, the student is not making satisfactory progress in the practicum, or has failed to adhere to Affiliate standards of conduct in the Affiliate's sole discretion. Any student who does not satisfactorily complete the practicum or any portion thereof may repeat the practicum at Affiliate only with the written approval of both parties.

TAMU AGREES TO:

1. Bear responsibility for academic administrative elements of the practicum.
2. Designate and assign appropriate faculty to serve as representative to Affiliate.
3. Limit the activities of TAMU faculty at Affiliate to those functions required to fulfill the terms of this Agreement, unless otherwise agreed to by Affiliate.
4. Select the TAMU student or students who shall be placed at Affiliate, subject to the approval of Affiliate.
5. Provide information reasonably requested by Affiliate related to students participating in the practicum unless prohibited by federal or state law.
6. Inform all TAMU students and personnel participating in the practicum that they are required to comply with the rules and regulations of Affiliate while on the premises of Affiliate and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Affiliate.
7. Provide Affiliate with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications when requested.

AFFILIATE AGREES TO:

1. Provide initial and updated information to TAMU on Affiliate policies and procedures, staffing, and organization related to the practicum, and provide orientation sessions to inform TAMU students and personnel concerning the rules and regulations of Affiliate.
2. Allow the use of Affiliate material in TAMU classroom discussions and assignments, subject to approval of the faculty member and subject to assurances by TAMU to maintain the confidentiality of all Affiliate material in compliance with federal and state laws.
3. Provide suitable private office space, equipment, materials, supplies, and clerical assistance necessary for accomplishment of the teaching/learning tasks.
4. Provide on-site supervision by a qualified Affiliate representative, approved by TAMU for designation as the practicum instructor, for not less than one hour per week and to provide coordination of practicum instruction and work supervision of TAMU students placed with Affiliate.
5. Comply with applicable state and federal workplace safety laws and regulations. If a TAMU student is exposed to an infectious or environmental hazard or other occupational injury while in Affiliate facilities, Affiliate, upon notice of the incident from the student, shall provide the emergency care as Affiliate provides to its employees. If Affiliate does not have the resources to provide such emergency

care, Affiliate shall refer the student to the nearest emergency facility. TAMU shall inform the student that the student will be responsible for any financial charges generated.

6. Provide reasonable time for the Affiliate representative to prepare for and conduct conferences with TAMU students, and to consult with the representative(s) of TAMU.
7. Complete appropriate paperwork for TAMU students that is required by TAMU for performance evaluation and to inform TAMU of any concerns regarding the student.
8. Maintain sole responsibility for educating students of Affiliate.
9. Obtain and maintain all licenses required for Affiliate and ensure that all Affiliate personnel are appropriately licensed.

GENERAL PROVISIONS:

1. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 ("FERPA") and the practicum, TAMU hereby designates the Affiliate as a school official with a legitimate educational interest in the educational records of the students who participate in the practicum to the extent that access to the records is required by Affiliate. Affiliate shall maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
2. Execution and Modification. This Agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by an authorized representative of each party.
3. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both parties.
4. Force Majeure. Each party shall excuse any breach of this Agreement by the other which is proximately caused by government regulation, war, strike, act of God, or other similar circumstance normally outside the control of well-managed business, provided that the other party makes diligent efforts to expeditiously remedy the breach.
5. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to Practicum Placements and supersedes all other written and oral agreements between the parties with respect to the Practicum Placements. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.
6. Governing Law. The substantive laws of the State of Texas (and not its conflicts of law principles) govern all matters arising out of or relating to this Agreement and all of the transactions it contemplates.
7. Relationship of the Parties. This Agreement does not create a partnership or joint venture between the parties. Neither party may bind the other or otherwise act in any way as the representative of the other, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. Employees of either party are not employees of the other and neither party's personnel are entitled or eligible, by reason of this contractual relationship, to participate in any benefits or privileges given or extended by the other party to its employees.
8. Provisions. Each provision of this Agreement is severable. If any provision is rendered invalid or unenforceable by statute or regulations or declared null and void by any court of competent jurisdiction, the remaining provisions will remain in full force and effect if the essential terms of this Agreement remain valid, legal, and enforceable.

9. Notice. Any notices required or permitted under this Agreement will be deemed given (a) three business days after it is sent by certified or registered mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by facsimile or email transmission with confirmation of transmission and receipt, if sent during the recipient's normal business hours and if not, on the next business day, or (d) on the date of delivery if delivered personally, and in each case, addressed to the intended recipient at the address below or such other address as the intended recipient may specify in writing:

TAMU: Texas A&M University
Department of Contract Administration
1182 TAMU
College Station, Texas 77843-1182

Affiliate: Rodney E. Watson, Ph.D.
Spring ISD-Gordon M Anderson Leadership Center
16717 Ella Blvd, Houston, TX 77090
rwatson@springisd.org

SPRING INDEPENDENT SCHOOL DISTRICT DEPARTMENT OF EDUCATIONAL PSYCHOLOGY
TEXAS A&M UNIVERSITY

Rodney E. Watson, Ph.D. Superintendent

Dean, College of Education and Human Development

DATE

DATE

Practicum Supervisor
Name (printed)

DATE

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|--|
| SUBJECT | Ratification/Approval of the Operation Connectivity Interlocal Acquisition Agreement with Region IV |
| RECOMMENDED ACTION | That the Board ratify and approve the Operation Connectivity Interlocal Acquisition Agreement with Region IV. |
| EXPLANATION OF ITEM | <p>Operation Connectivity is a joint effort among Governor Greg Abbott, the Texas legislature, and TEA to connect Texas's 5.5 million public school students with a device and reliable internet connection. The program will provide matching funds for districts to facilitate purchases of necessary devices and hotspots.</p> <p>The Board has approved purchasing devices and District administration began the process to ensure all deadlines and requirements were met. Because the program involves an interlocal agreement with Region IV, the Board must ratify the agreement for it to be effective.</p> |
| EVERY CHILD 2020 IMPERATIVE | Reach Every Student |
| EVERY CHILD 2020 COMMITMENT | Excellent Curriculum and Instruction |
| EVERY CHILD 2020 STRATEGY | Continuously Monitor Curriculum Implementation |
| RESOURCE PERSONNEL | Ann Westbrooks, Chief Financial Officer Mark Miranda, Executive Chief of District Operations |
| BUDGET PROVISIONS | N/A |

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM Yes

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE August 2020

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|--|
| SUBJECT | Taxpayer Refunds |
| RECOMMENDED ACTION | That the Board ratify refunds exceeding \$500. |
| EXPLANATION OF ITEM | Section 31.11 the Property Tax Code requires the governing body of a taxing unit to approve refunds exceeding \$500. Refunds result from taxpayer overpayments, settlement of lawsuits which typically decreases a taxpayer's property value, or from tax roll errors subsequently corrected by the Harris County Appraisal District. The attached list of refunds has been researched by the district's tax office. |
| EVERY CHILD 2020 IMPERATIVE | Engaged Stakeholders In Every Community |
| EVERY CHILD 2020 COMMITMENT | Culture of High Community Engagement |
| EVERY CHILD 2020 STRATEGY | Engage Businesses as Job Partners and Job-Market Consultants |
| RESOURCE PERSONNEL | Ann Westbrooks, Chief Financial Officer Dorset Neeley, Tax Assessor-Collector |
| BUDGET PROVISIONS | Not applicable |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | Yes |
| IS ITEM A CONSENT AGENDA ITEM | Yes |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | Yes |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6000



Dorset Neeley, Tax Assessor and Collector

Tax Office

dneeley@springisd.org

Jurisdiction: Spring Independent School District

| Account Number | Name | Year | Amount | Type of Refund |
|------------------|---|------|------------|-------------------|
| 118-464-001-0002 | GG Properties LLC | 2019 | \$1,900.04 | Adjustment Refund |
| 043-209-002-0318 | Equity Quest Treaschwig LLP | 2019 | \$802.23 | Adjustment Refund |
| 105-969-000-0048 | Dwight & Melanie Cole | 2019 | \$1,198.08 | Adjustment Refund |
| 098-390-000-0228 | Edward J Sr & Violanda Turpin | 2019 | \$786.50 | Adjustment Refund |
| 114-431-005-0001 | Joseph Wilke & Brianne Murphy | 2019 | \$946.06 | Adjustment Refund |
| 042-168-000-0064 | John Barry & Cora Shevchuk | 2019 | \$684.97 | Adjustment Refund |
| 106-203-000-0004 | John Barry & Cora Shevchuk | 2019 | \$658.54 | Adjustment Refund |
| 115-124-005-0023 | Carlos Sandoval | 2019 | \$786.50 | Adjustment Refund |
| 119-186-001-0040 | Larry & Sandra Powell | 2019 | \$648.03 | Adjustment Refund |
| 121-625-003-0024 | J C Patton | 2019 | \$1,452.67 | Adjustment Refund |
| 120-209-004-0018 | Jeremy & Kristen Parquet | 2018 | \$505.36 | Adjustment Refund |
| 116-005-011-0124 | Pauline Simmons | 2018 | \$560.62 | Adjustment Refund |
| 107-550-000-0001 | Aldine Investor LLC | 2019 | \$5,507.87 | Adjustment Refund |
| 068-059-005-0009 | Bencel Enterprises Inc. | 2019 | \$1,026.17 | Adjustment Refund |
| 110-443-000-0004 | Tony & Crystal Brzowski | 2019 | \$500.50 | Adjustment Refund |
| 119-158-002-0003 | Randy & Myracle Cleveland | 2018 | \$731.67 | Adjustment Refund |
| 119-158-002-0003 | Randy & Myracle Cleveland | 2019 | \$677.96 | Adjustment Refund |
| 107-773-000-0015 | Debra Sue & David D'Avion | 2017 | \$830.50 | Adjustment Refund |
| 107-773-000-0015 | Debra Sue & David D'Avion | 2018 | \$830.50 | Adjustment Refund |
| 107-773-000-0015 | Debra Sue & David D'Avion | 2019 | \$840.46 | Adjustment Refund |
| 115-093-005-0008 | Louis III & Leticia Rubio | 2019 | \$537.81 | Adjustment Refund |
| 137-963-005-0017 | Delisa Scott | 2019 | \$564.84 | Adjustment Refund |
| 126-494-001-0006 | Tommy Davis | 2019 | \$957.33 | Adjustment Refund |
| 108-227-000-0005 | GWB Timberdale LLC | 2019 | \$3,848.13 | Adjustment Refund |
| 042-168-000-0051 | Holly Lake Estates AASSN | 2019 | \$1,443.04 | Adjustment Refund |
| 088-287-000-0009 | Cecil & Rita Johnson | 2019 | \$1,154.84 | Adjustment Refund |
| 115-594-006-0009 | Mohammad Khan & Linda Dorman | 2019 | \$798.63 | Adjustment Refund |
| 138-405-002-0007 | Kwabena Kwarteng | 2019 | \$1,433.85 | Adjustment Refund |
| 108-585-000-0008 | Clyde McDowell | 2019 | \$1,129.21 | Adjustment Refund |
| 095-058-000-0032 | May Prakonekham & Brandon Rajvongthong | 2019 | \$1,187.47 | Adjustment Refund |
| 043-081-000-0012 | RDP Skyline Investments LLC | 2019 | \$688.85 | Adjustment Refund |
| 230-224-6 | Serenity Dental | 2019 | \$2,338.52 | Adjustment Refund |
| 121-188-005-0015 | William & Marion Spence | 2019 | \$786.50 | Adjustment Refund |
| 108-586-000-0026 | Archie Eubanks | 2019 | \$1,521.15 | Adjustment Refund |
| 125-108-003-0030 | Frank Ogbor | 2019 | \$738.34 | Adjustment Refund |
| 114-595-008-0048 | Patrizia Schaumberg | 2019 | \$786.50 | Adjustment Refund |
| 128-192-003-0059 | Thomas & Cheryl Nadeau | 2019 | \$786.50 | Adjustment Refund |
| 123-772-001-0017 | Wilma Smith | 2019 | \$786.50 | Adjustment Refund |
| 114-486-002-0013 | Teodoro & Wendy Salinas | 2019 | \$767.11 | Overpayment |
| 123-331-001-0017 | Select Portfolio Servicing | 2019 | \$1,058.76 | Overpayment |
| 121-563-003-0019 | Capital Title Of Texas | 2019 | \$509.35 | Overpayment |
| 107-093-000-0027 | Nell Richter | 2019 | \$808.17 | Overpayment |
| 115-656-006-0010 | Select Portfolio Servicing | 2019 | \$1,790.92 | Overpayment |
| 114-595-006-0021 | SP Real Estate Management & Home Buyers LLC | 2019 | \$1,696.00 | Overpayment |
| 110-449-000-0005 | Ruth Edna Cassidy | 2019 | \$4,014.00 | Overpayment |
| 044-193-2 | Nantucket Square | 2019 | \$715.00 | Overpayment |

| | | | | |
|------------------|--|------|-------------|-----------------|
| 213-776-0 | American Rent-All | 2019 | \$773.95 | Overpayment |
| 220-437-4 | North Freeway Hyundai | 2019 | \$18,552.37 | Overpayment |
| 102-949-4 | Northwest Diagnostic Clinic | 2019 | \$9,080.32 | Overpayment |
| 066-436-6 | Rochem Technical Services USA Ltd. | 2019 | \$1,086.05 | Overpayment |
| 043-014-001-0057 | Faye Etta Norton | 2019 | \$1,097.54 | Overpayment |
| 045-172-000-0057 | Starmount Properties LLC | 2019 | \$4,000.00 | Overpayment |
| 076-845-6 | Mobile Mini Texas Limited Partnership | 2019 | \$598.05 | Overpayment |
| 108-209-000-0022 | Bryan Edward & Melinda Davis | 2019 | \$1,203.75 | Overpayment |
| 114-505-004-0054 | Select Portfolio Servicing | 2019 | \$1,836.54 | Overpayment |
| 114-745-008-0001 | Nantucket Square Homeowners Association Inc. | 2019 | \$715.00 | Overpayment |
| 118-447-001-0001 | Best Storage Northgate LP | 2019 | \$2,647.48 | Overpayment |
| 118-961-003-0011 | Nathan & Tracie Perez | 2019 | \$3,445.85 | Overpayment |
| 123-046-001-0002 | Amirali Virani | 2019 | \$3,175.57 | Overpayment |
| 114-745-007-0004 | Pura Peralta | 2019 | \$717.00 | Overpayment |
| 042-185-000-0855 | Digio Properties LLC | 2019 | \$2,864.25 | HCAD Litigation |
| 135-981-001-0001 | Spencer Ashton | 2019 | \$1,190.96 | HCAD Litigation |
| 041-093-000-0271 | Troy & Lisa Walker | 2019 | \$3,509.84 | HCAD Litigation |
| 041-093-000-0240 | Ltd. Walker Trustee | 2019 | \$2,328.43 | HCAD Litigation |
| 133-031-001-0001 | Mariposa Ella Blvd LP | 2018 | \$8,088.78 | HCAD Litigation |
| 114-585-000-0018 | Cole RT Houston TX LLC | 2017 | \$839.62 | HCAD Litigation |
| 135-137-001-0005 | Speedy Stop Food Store LLC | 2019 | \$5,247.40 | HCAD Litigation |
| 135-137-001-0003 | CVS Pharmacy Inc. | 2019 | \$3,997.71 | HCAD Litigation |
| 131-539-001-0001 | PBH Northgate LLC | 2019 | \$18,094.82 | HCAD Litigation |
| 123-260-001-0001 | Wal-Mart Stores East Inc. MS 0555 | 2019 | \$14,705.53 | HCAD Litigation |
| 214-315-0 | Gelco Fleet Trust | 2018 | \$1,056.33 | HCAD Litigation |
| 115-017-000-0001 | Rama Venetian Apartments LLC | 2019 | \$15,982.71 | HCAD Litigation |
| 138-031-000-0002 | Doc 2255 East Mossy Oak Drive Mob LLC | 2019 | \$35,550.74 | HCAD Litigation |
| 116-308-000-0001 | 17270 Houston Properties LLC | 2019 | \$7,025.38 | HCAD Litigation |
| 043-014-000-0165 | H & S Hoke LLC | 2019 | \$5,005.00 | HCAD Litigation |
| 114-785-004-0024 | QVT LP | 2018 | \$981.50 | HCAD Litigation |
| 114-785-001-0001 | Schiller Reinvestments LLC | 2018 | \$3,923.04 | HCAD Litigation |
| 114-769-000-0014 | Schiller Properties Inc. | 2018 | \$3,749.75 | HCAD Litigation |
| 116-256-002-0013 | Yakky Properties LLC | 2019 | \$3,122.19 | HCAD Litigation |
| 115-496-001-0003 | Sams Real Estate Business Trust MS 0555 | 2019 | \$9,953.94 | HCAD Litigation |
| 104-585-5 | Tops Specialty Hospital | 2018 | \$1,442.68 | HCAD Litigation |
| 045-172-000-0116 | A K Texas Venture Capital | 2019 | \$1,863.48 | HCAD Litigation |
| 114-769-000-0013 | SPO LLC | 2019 | \$30,030.00 | HCAD Litigation |
| 118-876-001-0002 | Anson Logistics Assets LLC | 2019 | \$16,301.64 | HCAD Litigation |
| 119-945-000-0001 | S2 Legacy LLC | 2019 | \$31,374.20 | HCAD Litigation |
| 135-883-002-0001 | CP Residential LP | 2019 | \$61,264.39 | HCAD Litigation |
| 118-003-001-0001 | Weingarten Nostat Inc. | 2019 | \$13,129.44 | HCAD Litigation |
| 133-286-001-0001 | Weingarten Nostat Inc. | 2019 | \$1,719.47 | HCAD Litigation |
| 133-286-001-0002 | Weingarten Nostat Inc. | 2019 | \$1,501.77 | HCAD Litigation |
| 122-162-001-0001 | Extra Space Properties Ten LLC | 2019 | \$3,575.00 | HCAD Litigation |
| 119-280-001-0001 | Denton Buildings LP | 2018 | \$14,126.20 | HCAD Litigation |
| 119-280-001-0001 | Denton Buildings LP | 2019 | \$3,003.00 | HCAD Litigation |
| 126-138-001-0001 | HTG Properties Inc. | 2019 | \$1,372.20 | HCAD Litigation |
| 115-865-001-0024 | Progressive Casualty Insurance Company | 2019 | \$3,231.80 | HCAD Litigation |
| 121-169-001-0001 | Common Source Inc. | 2018 | \$2,016.77 | HCAD Litigation |

| | |
|----------------------------|---------------------|
| REFUNDS GRAND TOTAL | \$436,821.98 |
|----------------------------|---------------------|

Date

Rhonda Newhouse
Board President



SCHOOL BOARD AGENDA ITEM SUMMARY

| | |
|------------------------------------|--|
| SUBJECT | Report of Cooperative Purchases Exceeding \$50,000 |
| RECOMMENDED ACTION | That the Board review the report to be aware of purchasing cooperative orders processed during the period referenced in the report. |
| EXPLANATION OF ITEM | This report lists the purchases exceeding \$50,000 that were made by the District through one or more authorized purchasing cooperatives. Texas Education Code 44.031(a) names interlocal contracts as an authorized purchasing method, and Government Code Chapter 791 (Interlocal Cooperation Contracts) encourages local governments, including school districts, to contract with one another and with agencies of the state to increase the efficiency and effectiveness of its operations. |
| EVERY CHILD 2020 IMPERATIVE | Excellence in Every School |
| EVERY CHILD 2020 COMMITMENT | Operational Excellence Across Every School and Every Department |
| EVERY CHILD 2020 STRATEGY | Improve Decision Making Through Trustworthy Data |
| RESOURCE PERSONNEL | Ann Westbrook, Chief Financial Officer Phillip Ellison, Executive Director of Procurement Services |
| BUDGET PROVISIONS | Not applicable |

| | |
|--|-------------|
| IS ITEM ON BOT WORK SESSION AGENDA | Yes |
| IS ITEM ON BOT REGULAR MEETING AGENDA | No |
| IS ITEM A CONSENT AGENDA ITEM | N/A |
| DO YOU HAVE SUPPORTING DOCUMENTS | Yes |
| IS THERE A PRESENTATION | No |
| WHEN WILL THE PRESENTATION BE MADE | N/A |
| DOES ITEM REQUIRE BOARD SIGNATURE | No |
| DOES ITEM REQUIRE PUBLIC HEARING | No |
| MEETING DATE | August 2020 |

Spring Independent School District

16717 Ella Blvd. • Houston, Texas 77090 • Tel. 281.891.6465



Cooperative Purchases \$50,000 and Over

Procurement Services Period: May 14 – July 15, 2020

| PO Date | PO No. | Vendor Name | Requestor | Description | PO Amount | Cooperative |
|-----------|----------|--------------------------------|-------------------------|---|------------|-----------------------------------|
| 5/19/2020 | P2007496 | School Specialty Inc. | Planning & Construction | Furniture & Installation for Westfield H.S. – 9 th Grade Center** | \$ 582,062 | Omnia Partners |
| 5/19/2020 | P2007497 | School Specialty Inc. | Planning & Construction | Instructional Materials for Pre-K for All Elementary Campuses & Bammel M.S.** | \$ 152,716 | Omnia Partners |
| 5/21/2020 | P2007526 | Sterling Structures Inc. | Planning & Construction | Fire Suppression System for Gordon Anderson Leadership Center** | \$ 61,272 | Choice Partners |
| 5/21/2020 | P2007528 | Daniel Office Products | Distribution Center | Medical Disposable Blue Mask | \$ 102,000 | Central Texas Purchasing Alliance |
| 5/22/2020 | P2007547 | Floors 2 Adore | Planning & Construction | Walkway Cover for Bus Area at Spring Leadership Academy | \$ 83,435 | Choice Partners |
| 5/22/2020 | P2007551 | School Specialty Inc. | Planning & Construction | Furniture & Installation for Dekaney H.S. – 9 th Grade Center** | \$ 555,767 | Omnia Partners |
| 5/22/2020 | P2007552 | Sterling Structures Inc. | Planning & Construction | Westfield H.S. & Southridge Parking Expansion** | \$ 65,000 | Choice Partners |
| 5/22/2020 | P2007553 | GTS Technology Solutions, Inc. | Planning & Construction | Storage Cabinet, Gumdrop Case & Optical Mouse for Pre-K Chromebooks** | \$ 66,699 | TIPS |

* Blanket Purchase Order for anticipated annual spend.

**Bond Related Expenditures

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|-----------|----------|--------------------------------|-------------------------|---|--------------|-----------------|
| 5/22/2020 | P2007554 | GTS Technology Solutions, Inc. | Planning & Construction | Chromebooks for Pre-K** | \$ 328,944 | DIR |
| 5/27/2020 | P2007598 | GTS Technology Solutions, Inc. | Technology | Gumdrop Cases | \$ 159,772 | TIPS |
| 5/27/2020 | P2007600 | School Specialty Inc. | Planning & Construction | Furniture & Installation for Spring H.S. – 9 th Grade Center** | \$ 529,642 | Omnia Partners |
| 5/27/2020 | P2007602 | Cengage Learning | Distribution Center | Textbooks | \$ 1,076,900 | BuyBoard |
| 5/28/2020 | P2007611 | Frog Street Press, LLC | Planning & Construction | Instructional Materials for Pre-K** | \$ 89,100 | Choice Partners |
| 5/28/2020 | P2007614 | High Point Sanitary Solutions | Distribution Center | Hand Sanitizer, Face Shields & Multipurpose Wipes | \$ 159,090 | Choice Partners |
| 5/29/2020 | P2007642 | Lexia Learning System, LLC | C&I - Dyslexia | Reading & Literacy Student License Subscription | \$ 65,775 | BuyBoard |
| 5/29/2020 | P2007643 | Layer3 Communications | Planning & Construction | Wireless System for Dekaney H.S. – 9 th Grade Center** | \$ 73,367 | DIR |
| 5/29/2020 | P2007644 | Layer3 Communications | Planning & Construction | Telecommunications System for Dekaney H.S. – 9 th Grade Center** | \$ 53,536 | DIR |

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Cooperative Purchases \$50,000 and Over

Procurement Services Period: May 14 – July 15, 2020

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|-----------|----------|-----------------------------|-------------------------|--|------------|-----------------|
| 5/29/2020 | P2007646 | Layer3 Communications | Planning & Construction | Wireless System for Spring H.S. – 9 th Grade Center** | \$ 90,541 | DIR |
| 5/29/2020 | P2007647 | Layer3 Communications | Planning & Construction | Telecommunications System for Spring H.S. – 9 th Grade Center** | \$ 53,834 | DIR |
| 6/1/2020 | P2007676 | Floors 2 Adore | Planning & Construction | Marquee & Signage for Community Engagement Center | \$ 58,046 | Choice Partners |
| 6/4/2020 | P2007762 | Layer3 Communications | Technology | Wireless Support, Licensing & Maintenance | \$ 73,446 | DIR |
| 6/4/2020 | P2007763 | SHI Government Solutions | Technology | License Renewal for Adobe Software Suite | \$ 86,400 | BuyBoard |
| 6/4/2020 | P2007766 | Dell Computer Corporation | Technology | Laptops for Staff | \$ 50,496 | DIR |
| 6/5/2020 | P2007813 | Sterling Structures Inc. | CTE | Playground Equipment, Labor & Materials for Westfield H.S. | \$ 175,000 | Choice Partners |
| 6/8/2020 | P2007850 | Promaxima Manufacturing LTD | Athletics | Athletic Equipment for Dekaney H.S. | \$ 54,215 | BuyBoard |
| 6/8/2020 | P2007851 | Microshare Inc. | Technology | ContentKeeper Mobile Filtering License | \$ 56,350 | TIPS |

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|-----------|----------|----------------------------------|-----------------------------|---|------------|-----------------|
| 6/12/2020 | P2007929 | Carahsoft Technology Corporation | Communications | Qualtrics Survey & Data Analysis Software | \$ 82,895 | DIR |
| 6/16/2020 | P2007952 | Galls LLC | Police | Equipment for District Police Officers | \$ 51,999 | BuyBoard |
| 6/16/2020 | P2007953 | High Point Sanitary Solutions | Operations | Hand Sanitizer & Wipes | \$ 288,693 | Choice Partners |
| 6/17/2020 | P2007969 | Education Advanced, Inc. | Office of School Leadership | Staffing & Master Scheduling Implementation, Training, Setup & Integration Subscription | \$ 159,676 | BuyBoard |
| 6/17/2020 | P2007976 | Longhorn Bus Sales | Transportation | Student Transportation Bus | \$ 252,592 | BuyBoard |
| 7/1/2020 | P2100002 | ALC Schools, LLC | Transportation | Transportation for Homeless Students* | \$ 100,000 | Omnia Partners |
| 7/1/2020 | P2100013 | Blackboard Connect, Inc. | Communications | Blackboard Connect K-12 Mass Notifications Services | \$ 146,281 | Choice Partners |
| 7/1/2020 | P2100015 | Goolsbee Tire Service Inc. | Transportation | Tires* | \$ 100,000 | Choice Partners |
| 7/1/2020 | P2100017 | Kyrish Truck Center of Houston | Transportation | Bus Labor & Parts* | \$ 270,000 | BuyBoard |

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|----------|----------|-------------------------------|-------------------------|---|------------|----------------|
| 7/1/2020 | P2100022 | Longhorn Bus Sales | Transportation | Bus Labor & Parts* | \$ 65,000 | BuyBoard |
| 7/2/2020 | P2100062 | K 12 Insight | Communications | K 12 Insight Subscription | \$ 103,500 | Omnia Partners |
| 7/2/2020 | P2100063 | Thomas Bus Gulf Coast GP Inc. | Transportation | Bus Labor & Parts* | \$ 220,000 | BuyBoard |
| 7/2/2020 | P2100065 | Layer3 Communications | Technology | Internet Monitoring & Mitigation System | \$ 120,496 | DIR |
| 7/6/2020 | P2100135 | Dell Computer Corporation | Planning & Construction | Mobile Data Terminals** | \$ 58,323 | DIR |
| 7/6/2020 | P2100140 | Dell Computer Corporation | Planning & Construction | Desktop Computers for Westfield H.S. – 9 th Grade Center** | \$ 151,738 | DIR |
| 7/6/2020 | P2100146 | Dell Computer Corporation | Planning & Construction | Laptops with Dell Services, Optical Mouse & Briefcase for Westfield H.S. – 9 th Grade Center** | \$ 55,599 | DIR |
| 7/6/2020 | P2100143 | Dell Computer Corporation | Planning & Construction | Desktop Computers for Westfield H.S. – 9 th Grade Center** | \$ 54,996 | DIR |
| 7/6/2020 | P2100147 | Dell Computer Corporation | Planning & Construction | Desktop Computers for Spring H.S. – 9 th Grade Center** | \$ 109,393 | DIR |

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|-----------|----------|--------------------------------|-------------------------|---|--------------|-----------------|
| 7/6/2020 | P2100151 | Dell Computer Corporation | Planning & Construction | Desktop Computers for Dekaney H.S. – 9 th Grade Center** | \$ 139,740 | DIR |
| 7/6/2020 | P2100152 | Dell Computer Corporation | Planning & Construction | Laptops with Dell Services, Optical Mouse & Briefcase for Dekaney H.S. – 9 th Grade Center** | \$ 55,449 | DIR |
| 7/6/2020 | P2100153 | Dell Computer Corporation | Planning & Construction | Desktop Computers for Dekaney H.S. – 9 th Grade Center** | \$ 53,378 | DIR |
| 7/6/2020 | P2100158 | Automated Logic - Houston | Planning & Construction | HVAC System Maintenance for Various Campuses | \$ 80,010 | Choice Partners |
| 7/6/2020 | P2100165 | McKenna Contracting Inc. | Maintenance | Material, Labor & Equipment for District Wide Playgrounds | \$ 75,012 | BuyBoard |
| 7/9/2020 | P2100217 | Hunton Trane Services | Planning & Construction | Mechanical Select Maintenance for District Chillers for Various Locations | \$ 164,732 | Choice Partners |
| 7/9/2020 | P2100221 | GTS Technology Solutions, Inc. | Bailey M.S. | Chromebooks, Google Chrome & Yes Basic Charging Cart | \$ 76,464 | DIR |
| 7/9/2020 | P2100240 | High Point Sanitary Solutions | Distribution Center | Latex & Nitrile Gloves | \$ 65,680 | Choice Partners |
| 7/14/2020 | P2100283 | Thomas Bus Gulf Coast GP Inc. | Planning & Construction | Diesel & Wheelchair Student Transportation Bus** | \$ 1,424,720 | BuyBoard |

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Procurement Services Period: May 14 – July 15, 2020

| PO Date | PO No. | Vendor Name | Requestor | Description | PO Amount | Cooperative |
|-----------|----------|---------------------------------|------------|---|--------------|-----------------|
| 7/14/2020 | P2100285 | GTS Technology Solutions, Inc. | Technology | Gumdrop Cases | \$ 124,568 | TIPS |
| 7/14/2020 | P2100286 | GTS Technology Solutions, Inc. | Technology | Chromebooks, Google Chrome License & Accidental Damage Protection | \$ 3,455,139 | DIR |
| 7/15/2020 | P2100293 | Waste Management of Texas, Inc. | Operations | Trash Pick-Up* | \$ 368,186 | Choice Partners |

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→**Bond Related Expenditures