



**BOARD OF TRUSTEES
REGULAR BOARD MEETING
7:00 PM, AUGUST 11, 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 11, 2020, beginning at 7:00 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. Opening Remarks

A. Superintendent of Schools

5

The Superintendent will make remarks and announcements.

B. Board of Trustees

6

Any Board member may make a comment during this portion of the agenda, without prior posting being required.

III. Recognitions

A. Elementary and Secondary Teachers of the Year

7

The Board will recognize the Elementary and Secondary Teachers of the Year.

IV. Board of Trustees

A. Appointment of One Delegate and One Alternate for the 2020 TASB Delegate Assembly

8

The Board will discuss appointing one delegate and one alternate to serve as Spring ISD's representatives at the 2020 TASB Delegate Assembly.

B. Board Governance Committee Update	10
The Board Governance Committee will provide an update on its legislative priorities.	
V. Executive Chief of District Operations	
A. Resolution of the Board Extending Start-of-School Transition Period	
The Board will consider adopting the Resolution of the Board Extending Start-of-School Transition Period.	
B. Waiver Allowing 40% Campus Hybrid Instruction for 9th-12th Grade Students	
The Board will consider approving the Waiver Allowing 40% Campus Hybrid Instruction for 9th-12th Grade Students.	
VI. Chief Academic Officer	
A. Spring Independent School District Student Code of Conduct	11
The Board will consider approving the Student Code of Conduct.	
VII. Consent Agenda	
The Board will consider approving the Consent Agenda items that were discussed in detail at the August 6, 2020 Board Work Session.	
A. Review and Approval of Minutes from the Following Meetings:	
1. June 4, 2020 Board Work Session	78
2. June 9, 2020 Regular Meeting	82
3. June 23, 2020 Special Called Session	88
4. June 29, 2020 Special Called Session	92
5. June 30, 2020 Special Called Session	94
B. Order for and Notice of Trustee Election on November 3, 2020	97
The Board will consider approving the Order and Notice of Trustee Election.	
C. Internal Audit - Year End Progress Report FY 2019/2020, District Risk Analysis FY 2020/2021 and Internal Audit Plan FY 2020/2021	104
The Board will consider approving the Internal Audit –Year End Progress Report FY 2019/2020 and Internal Audit Plan FY 2020/2021.	
D. 2020-2021 Spring ISD Staffing Guidelines – Revised	128
The Board will consider approving the revised Spring ISD Staffing Guidelines for the 2020-2021 school year.	
E. 2020-2021 Spring ISD Compensation Manual	154
The Board will consider approving the Compensation Manual for the 2020-2021 school year.	
F. PSAT/SAT Universal Testing Contract with College Board for Grades 8-12	211
The Board will consider approving the PSAT/SAT Universal Testing Contract with College Board for Grades 8-12.	
G. Memorandum of Understanding (MOU) Between Texas A&M University and Spring Independent School District	233
The Board will consider approving the MOU between Texas A&M University and Spring Independent School District.	
H. Ratification/Approval of the Operation Connectivity Interlocal Acquisition Agreement with Region IV	239
The Board will consider approving the Operation Connectivity Interlocal Acquisition Agreement with Region IV.	

I. Taxpayer Refunds

247

The Board will consider ratifying taxpayer refunds.

VIII. **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
 - 1. The Board will deliberate on the ratification of a temporary construction easement for Harris County
- 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**

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

X. **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.

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

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Trustee Remarks
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Board of Trustees 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	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	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

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Elementary and Secondary Teachers of the Year
RECOMMENDED ACTION	None.
EXPLANATION OF ITEM	The Board will recognize the Elementary and Secondary Teachers of the Year.
EVERY CHILD 2020 IMPERATIVE	High Performance From Every Employee
EVERY CHILD 2020 COMMITMENT	Culture of High Performance
EVERY CHILD 2020 STRATEGY	Reward Contributions That Go Above and Beyond
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations
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	No
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

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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.

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Board Governance Committee Update – Legislative Priorities
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The Board Governance Committee will provide an update on its legislative priorities.
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	Justine Durant, Trustee and Governance Committee Lead Winford Adams, Jr., Trustee and Governance Committee Member Rodney E. Watson, Superintendent Jeremy Binkley, General Counsel
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	No
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
MEETING DATE	August 2020

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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

Student Code of Conduct Revisions Outline

2019 – 2020	Action Taken	2020-2021 Revisions	Pg. #
<p>We acknowledge that we have been offered the option to receive a paper copy of the Spring Independent School District Student Code of Conduct for the 2019–20, school year or to electronically access it on the district’s website at http://www.springisd.org/codeofconduct. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code. We have chosen to:</p> <ul style="list-style-type: none"> • Receive a paper copy of the Student Code of Conduct. • Accept responsibility for accessing the Student Code of Conduct on the district’s website. 	Revision	<p>Due to the current COVID-19 pandemic we acknowledge that we will electronically access or download a copy of the Spring Independent School District Student Code for the 2020-21 school year on the district’s website at http://www.springisd.org/codeofconduct, or request a paper copy from the Department of Student Affairs at 281-891-6193. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.</p>	ii
<p>Student Code of Conduct</p> <p>Hardcopy Distribution</p>	Revision	REMOVED	iii
<p>Addition of: Transmissible Pathogens</p>	Addition	<p>Transmissible Pathogen Spread</p> <p>The following provisions have been outlined to promote the safety of students and staff during on-campus learning while addressing the COVID-19 pandemic.</p> <p>Each student is expected to:</p> <ul style="list-style-type: none"> • Adhere to social-distance procedures when applicable. • Maintain PPE (Personal Protective Equipment), including masks and/or face shields, and utilize 	5-6

Student Code of Conduct Revisions Outline

		<p>6 feet social distancing protocols. (See glossary).</p> <ul style="list-style-type: none">• Wash their hands often with soap and water for at least 20 seconds especially after using the restroom, after blowing their nose, coughing, or sneezing.• Always cover their mouth and nose with a tissue when coughing or sneezing or use the inside of their elbow.• Throw used tissues in a trashcan or appropriate designated receptacle. <p>Intentional Infection</p> <p>Students shall not:</p> <ul style="list-style-type: none">•Cough, sneeze, spit, or expel (or otherwise cause contact of) any form of bodily fluids or secretions onto another student or staff member.•Purposefully interfere with the usage of another students Personal Protective Equipment (PPE) equipment. (See glossary.)•Remove their PPE masks or covering with the intention to eject fluids on another student or staff member.•Intentionally encroach in another person's social distance perimeter.•Display PPE equipment that contains profane, abusive, or disruptive materials.	
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Student Code of Conduct Revisions Outline

		<p>Failure to wear appropriate PPE shall be considered a dress code violation and discipline shall be assigned in accordance with the guidelines in this document.</p> <p>Intentionally, knowingly, or recklessly coughing, sneezing, spitting, or expelling (or otherwise causing contact of) any form of bodily fluids or secretions onto another person may be considered Assault as defined by the Texas Penal Code 22.01(a) (A person commits an assault if the person intentionally, knowingly or recklessly causes bodily injury to another, threatens another with imminent bodily injury, or causes physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive). In the case of such conduct, the following steps shall be taken:</p> <ul style="list-style-type: none">o Notify a campus administrator.o The administrator shall remove the students quickly to investigate the incident.o Students shall be taken to the school nurse or, appropriate medical personnel if at a school sponsored event, for an evaluation.o The school nurse or appropriate medical personnel shall inform the campus administrator of the evaluation results. Based on the nurse's evaluation, address the student with caution and adhere to	
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Student Code of Conduct Revisions Outline

		<p>contagious protocol for potentially highly contagious individuals.</p> <p>o Notify parents/guardians of each student involved in the alleged incident.</p> <p>o The campus administrator shall investigate the allegation to determine whether the conduct was performed intentionally, knowingly, or recklessly.</p> <p>o If the investigation determines that the conduct was performed intentionally, knowingly, or recklessly, the administrator shall recommend disciplinary action at an appropriate level based on the guidelines within this document.</p> <p>o A student who removes his or her mask in violation of PPE and/or social distancing guidelines immediately prior to engaging in conduct described by this paragraph shall be presumed to have acted intentionally for disciplinary purposes.</p>	
Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;	Revision	Tobacco products; cigarettes; e-cigarettes; vaping pen , and any component, part, or accessory for an e-cigarette or vaping device ;	8

Student Code of Conduct Revisions Outline

<p>Notification</p> <p>The campus behavior coordinator shall promptly notify a student’s parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student’s parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.</p>	<p>Revision</p>	<p>Notification</p> <p>The campus behavior coordinator shall promptly notify a student’s parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student’s parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. In cases where remote learning is required the campus behavior coordinator will contact the parent regarding previous or current discipline matters.</p>	<p>12</p>
<p>For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.</p>	<p>Revision</p>	<p>For purposes of DAEP, elementary classification shall be kindergarten–grade 5 (ages 6 and higher) and secondary classification shall be grades 6–12.</p>	<p>17</p>
<p>E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe, or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.</p>	<p>Addition</p>	<p>E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe, vaping device or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.</p>	<p>36</p>

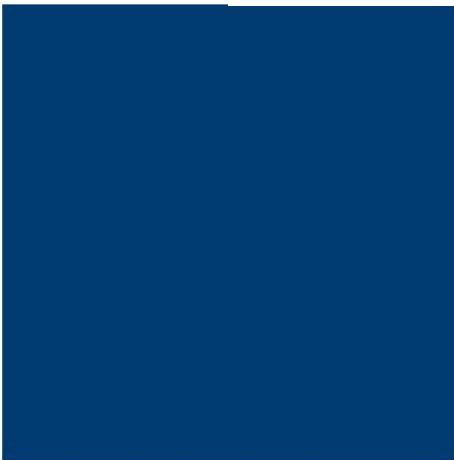
Student Code of Conduct Revisions Outline

Glossary Addition	Addition	Personal Protective Equipment , commonly referred to as "PPE", is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. Personal protective equipment may include items such as masks, gloves, or safety glasses.	39
Level 1 Teacher Intervention:	Addition	Level 1 Teacher Intervention: Failure to follow social distancing procedures or properly utilize PPE equipment when required.	45
Level 3: Targeted Intervention, Restitution, Suspension, or Optional Removal to a Disciplinary Alternative Education Program (DAEP):	Addition	Level 3: Targeted Intervention, Restitution, Suspension, or Optional Removal to a Disciplinary Alternative Education Program (DAEP): <i>Intentional infection, attempted infection, or spread of pathogens.</i>	49



Code of Conduct

2020-2021 Academic School Year



ACKNOWLEDGMENT

Student Code of Conduct Electronic Distribution

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

I urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, I encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

The student and parent should sign this page in the space provided below, and return the page to the student's school.

Thank you.

Dr. Rodney E. Watson

Due to the current COVID-19 pandemic we acknowledge that we will electronically access or download a copy of the Spring Independent School District Student Code for the 2020-21 school year on the district's website at <http://www.springisd.org/codeofconduct>, or request a paper copy from the Department of Student Affairs at 281-891-6193. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____

Grade level: _____

Please sign this page, remove it, and return it to the student's school. Thank you.

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DRAFT

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the Office of School Leadership at 281-891-6000.

Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the Spring ISD Board of Trustees and developed with the advice of the district-level committee. This Code provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. It remains in effect during summer school and at all school-related events and activities outside the school year until an updated version adopted by the board becomes effective for the next school year.

In accordance with state law, the Code shall be posted at each school campus or shall be available for review at the office of the campus principal. Additionally, the Code shall be available at the office of the campus behavior coordinator and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the authority of the district to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
2. During lunch periods in which a student is allowed to leave campus;
3. While the student is in attendance at any school-related activity, regardless of time or location;
4. For any school-related misconduct, regardless of time or location;
5. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as provided by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
10. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
11. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at <https://www.springisd.org/SpringISD> and at <https://www.springisd.org/codeofconduct>.

Additionally, as a district of innovation, Spring ISD is exempt from the requirement to designate a campus behavior coordinator. Accordingly, the term "campus behavior coordinator" as used in this Student Code of Conduct shall mean any appropriate campus-based administrator.

Threat Assessment and Safe and Supportive School Team

The campus behavior coordinator or other appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal or campus behavior coordinator and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

To ensure sufficient security and protection of students, staff, and property, the board employs police officers and, as necessary, security personnel. In accordance with law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL). District security personnel assist with additional safety needs and do not perform law enforcement duties. They perform duties such as monitoring entries, operating metal detectors, and other monitoring functions.

"Parent" Defined

Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 21, for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes, regularly and on time.
- Prepare for each class; take appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 15, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 24, and **Expulsion** on page 26, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed in that section on page 14. Please see Appendix A for a non-exclusive list of conduct violations and the corresponding level of consequences.

Transmissible Pathogen Spread

The following provisions have been outlined to promote the safety of students and staff during on-campus learning while addressing the COVID-19 pandemic.

Each student is expected to:

- Adhere to social-distance procedures when applicable.
- Maintain PPE (Personal Protective Equipment), including masks and/or face shields, and utilize 6 feet social distancing protocols. (See glossary).
- Wash their hands often with soap and water for at least 20 seconds especially after using the restroom, after blowing their nose, coughing, or sneezing.
- Always cover their mouth and nose with a tissue when coughing or sneezing or use the inside of their elbow.
- Throw used tissues in a trashcan or appropriate designated receptacle.

Intentional Infection

Students shall not:

- Cough, sneeze, spit, or expel (or otherwise cause contact of) any form of bodily fluids or secretions onto another student or staff member.
- Purposefully interfere with the usage of another student's Personal Protective Equipment (PPE) equipment. (See glossary.)
- Remove their PPE masks or covering with the intention to eject fluids on another student or staff member.
- Intentionally encroach on another person's social distance perimeter.
- Display PPE equipment that contains profane, abusive, or disruptive materials.

Failure to wear appropriate PPE shall be considered a dress code violation and discipline shall be assigned in accordance with the guidelines in this document.

Intentionally, knowingly, or recklessly coughing, sneezing, spitting, or expelling (or otherwise causing contact of) any form of bodily fluids or secretions onto another person may be considered Assault as defined by the Texas Penal Code 22.01(a) (*A person commits an assault if the person intentionally, knowingly or recklessly causes bodily injury to another, threatens another with imminent bodily injury, or causes physical contact with another when the person knows or should reasonably believe that the other will regard the contact as offensive*). In the case of such conduct, the following steps shall be taken:

- Notify a campus administrator.
- The administrator shall remove the students quickly to investigate the incident.
- Students shall be taken to the school nurse or, appropriate medical personnel if at a school sponsored event, for an evaluation.
- The school nurse or appropriate medical personnel shall inform the campus administrator of the evaluation results. Based on the nurse's evaluation, address the student with caution and adhere to contagious protocol for potentially highly contagious individuals.
- Notify parents/guardians of each student involved in the alleged incident.
- The campus administrator shall investigate the allegation to determine whether the conduct was performed intentionally, knowingly, or recklessly.
- If the investigation determines that the conduct was performed intentionally, knowingly, or recklessly, the administrator shall recommend disciplinary action at an appropriate level based on the guidelines within this document.
- A student who removes his or her mask in violation of PPE and/or social distancing guidelines immediately prior to engaging in conduct described by this paragraph shall be presumed to have acted intentionally for disciplinary purposes.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.

- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student’s consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 24.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition or Ammunition “look-alike”;
- A hand instrument designed to cut or stab another by being thrown;

- Knuckles;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; [vaping pen](#), and any component, part, or accessory for an e-cigarette or [vaping device](#);
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 24. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 17 and **Expulsion** on page 26 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student's parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.
- Unauthorized entrance or permitting the unauthorized entrance of an individual or individuals into a Spring ISD campus or facility.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code.

These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

Discipline Management Techniques

Discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.

- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 15.
- Placement in a DAEP, as specified in **DAEP** on page 17.
- Placement and/or expulsion in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 24.
- Expulsion, as specified in **Expulsion** on page 26.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Corporal punishment is prohibited by Board Policy. Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain.
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.

- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. [In cases where remote learning is required the campus behavior coordinator will contact the parent regarding previous or current discipline matters.](#) A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On Line at the following address: <https://pol.tasb.org/Home/Index/598>.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

Removal from the School Bus

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

To ensure the safety of everyone on the bus, bus riders are expected to:

- Refrain from loud talking and use of profanity.
- Go to their assigned seat immediately upon entering the bus and be seated facing the front of the bus.
- Refrain from extending any part of their bodies out of the bus window.
- Refrain from touching or hanging onto the bus before boarding or after leaving.
- Board the bus only with objects limited to a size that can be transported on their laps.
- Not bring animals or glass containers on the bus.
- Refrain from bringing prescription or non-prescription medications on the bus. (For exceptions, such as authorized medications for asthmas or anaphylactic procedures, see Board Policy FFAC)
- Dispose of materials only after leaving the bus or before entering the bus – never throwing items out of the window of the bus.
- Ride their assigned bus unless the provisions for an exception have been met, which are listed under Transportation Changes.

- Board and leave the bus only at their designated bus stop unless provisions for an exception have been met.
- Remain 10 feet from the bus loading location until it is time to load the bus.
- Refrain from possession or use of tobacco or other prohibited substances on buses.
- Not eat, drink, or chew gum on the bus.
- Follow the Student Dress and Grooming Code while riding the bus.
- Not bring electronic devices unless student assumes all risks and the use of which is approved by the principal or bus driver.
- Keep sports equipment in a backpack that can fit on the student's lap.
- Wear campus-required school ID badges while on the bus.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for a behavior that violates this Code to maintain effective discipline in the classroom.

Formal Removal

A teacher may also initiate a formal removal from class if:

1. The student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach his or her class or with the student's classmates' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

When a student has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, aggravated sexual assault, murder, capital murder, or criminal attempt to commit murder or capital murder, the student may not be returned to the teacher's class without the teacher's consent.

When a student has been formally removed by a teacher for any other conduct, the student may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for any behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the alleged misconduct. The student shall have the opportunity to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 (ages 6 and higher) and secondary classification shall be grades 6–12.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any one of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in

Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 26.) (See **glossary** for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 26.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 26.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:

- The student receives deferred prosecution (see **glossary**),
- A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
- The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the campus behavior coordinator.

Conference

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and the teacher, in the case of a teacher removal.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in the DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

If the student is placed in the DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation, at no cost to the student. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The standard duration of a student's placement in DAEP is 45 days for secondary students and 30 days for elementary students. This period may be extended or reduced based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who commit offenses requiring placement in a DAEP at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or

2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL) and FOC(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address:

<https://pol.tasb.org/Policy/Code/598?filter=FOC>

Appeals shall begin at Level One with the campus principal.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

The district shall provide transportation to students in a DAEP from designated DAEP bus stop locations, unless he or she is a student with a disability who is entitled to transportation in accordance with the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty, or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the placement shall be in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the placement may be in DAEP or JJAEP for one semester or the placement may be in a regular classroom. The placement may not be in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Student

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 17)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.

- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for "under the influence.")
- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.

- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.)
Note: A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
 - A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the campus behavior coordinator or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or other administrator may place the student in:

- Another appropriate classroom.
- In-school suspension.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.
4. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the Chief of School Leadership and Student Support Services or designee authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the Chief of School Leadership and Student Support Services shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student has violated the district's Code in a way that requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

DRAFT

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a) 65 years of age or older, or
 - b) A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - a) Any vegetation, fence, or structure on open-space land; or
 - b) Any building, habitation, or vehicle:
 - 1) Knowing that it is within the limits of an incorporated city or town,
 - 2) Knowing that it is insured against damage or destruction,
 - 3) Knowing that it is subject to a mortgage or other security interest,
 - 4) Knowing that it is located on property belonging to another,
 - 5) Knowing that it has located within it property belonging to another, or
 - 6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - a) Recklessly damages or destroys a building belonging to another, or
 - b) Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages, or

deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe, [vaping device](#) or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Firearm silencer is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code; or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a) Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b) Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c) Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury; and
 - d) Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another.

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or

maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

Hit list is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Personal Protective Equipment commonly referred to as "PPE", is equipment worn to minimize exposure to hazards that cause serious workplace injuries and illnesses. Personal protective equipment may include items such as masks, gloves, or safety glasses.

Possession means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
 - a) An explosive weapon;
 - b) A machine gun;
 - c) A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device;
6. An improvised explosive device; or
7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Section 37.121(d) of the Education Code are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Article 15.27 of the Code of Criminal Procedure.

Self-defense is the use of force against another to the degree a person reasonably believes the force is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a) Public lewdness under Penal Code 21.07;
 - b) Indecent exposure under Penal Code 21.08;
 - c) Criminal mischief under Penal Code 28.03;
 - d) Hazing under Education Code 37.152; or
 - e) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete school work as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

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APPENDIX A

The purpose of this Appendix is to provide additional guidance regarding disciplinary infractions and the consequences available to campus administrators. For each disciplinary level, a list of potential infractions is provided. Such lists, however, are not intended to be exhaustive. Consequences may be assigned for disciplinary infractions that do not fall within those listed in this Appendix. To the extent the information in this Appendix conflicts with the Student Code of Conduct, the terms of the Student Code of Conduct shall govern.

The Student Code of Conduct identifies offenses and provides disciplinary options available to the teacher or administrator. Discipline consequences shall be progressively administered so that each level has an increasing degree of intervention designed to promote student self-discipline unless Board policy, state law, or the Student Code of Conduct specifies otherwise.

Level 1: Teacher Intervention

- Violations of classroom rules or procedures established by the teacher.
- Failure to follow social distancing procedures or properly utilize PPE equipment when required.
- General misbehavior on the school bus or at a school bus stop.
- Failure to participate in classroom activities.
- Failure to bring required classroom materials or assigned work to class.
- Failure to follow entrance, cafeteria, or dismissal rules.
- Failure to deliver or return written communication between home and school.
- Unexcused tardiness.
- Chewing gum or consuming food/candy.
- Inappropriate use of an electronic telecommunication device during the school day.
- Disclosure or sharing of individual computer-account passwords.
- Dress code violations.
- General misbehavior such as eating in class, horseplay, making excessive noise, pushing/shoving or running in halls.
- Lying or giving of false information either verbally or in writing to a school staff member.
- Littering of school grounds.
- Any other act that disrupts the classroom or interrupts the operation of the class.

Level 1 Consequences:

Students engaging in Level 1 offenses may receive any of the following discipline management techniques appropriate for the situation as determined by the classroom teacher, including, but not limited to:

- Informal restorative practices such as affective statements/questions, circle process, peer mediation.
- Detention (Before/After School, Lunch or Recess).
- Time out in the classroom.
- Verbal correction.
- Grooming correction.
- Teacher Student Parent Conference.
- Temporary removal to another classroom not to exceed 30 minutes.
- Temporary or permanent seat change.
- Restitution.
- Behavior contracts.
- Tracking contracts (homework, attendance, tardiness).
- Telephone call, email, or note to parent.
- Loss of privileges.
- Repeated Level 1 offenses can become Level 2 infractions as determined by the campus administrator if they continue to occur after a parent conference has been held.

Level 2: Administrative Intervention

- Repeated Level 1 violations after a parent conference has been held with the teacher.
- Encouraging or promoting a fight or assault.
- Confronting another student which creates a disruption.
- Failing to serve teacher level detention.
- Skipping school
- Campus uniform violation.
- Cheating or copying the work of other students.
- Leaving the classroom without permission of school personnel.
- Cutting class or skipping school.
- Possession of matches or other flammable materials.

- Possession of medication prescribed to the student; or possessing or using a non-prescription drug, natural and/or homeopathic-like substance, dietary supplements, or energy pills (student's own).
- Possessing toys and other items that create a nuisance.
- Possession of an obviously fake weapon which can or does cause disruption on school property.
- Inappropriate display of affection, which should be enforced equitably without regard to sexual orientation, gender identity or gender expression.
- Posting or distributing unauthorized publications on school grounds.
- Selling unauthorized goods on school grounds.
- Failure to abide by rules and regulations at extracurricular activities or at co-curricular activities such as field trips.
- Being present in unauthorized areas before during or after school or at a school sponsored event.
- Possession of pepper spray or mace.
- Cafeteria disturbance that causes a crowd to gather or run.
- Use or operation of paging devices, laptops, cell phones, tablets, beepers, smart watches, or any other type of personal device with Wi-Fi or carrier-based internet connectivity on school campuses or at functions during school hours. Such devices may be used at a time and place as determined by the individual campus. In addition to disciplinary action, the unauthorized use of cell phones or paging devices will result in confiscation. The principal or another administrator will notify the parent and company of the serial number and of intent to dispose of the device after 30 days. A \$15 administrative fee payable to the district will be charged if the device is claimed within the 30 days. Devices not claimed will be sent to Property Management for disposal.
- Possession of personal music devices at school, with final determination of the limits made at the individual campus level.
- Accessing materials and sites on the internet that are deemed to be inappropriate by the district.
- Sending, forwarding, or displaying to other students inappropriate electronic communications, including communications containing offensive language, untruthful statements, junk email, chain letters, or jokes if such communication or display is performed by: 1) using the district's Information Technology resources or the district's

network; or 2) using personal devices/accounts, if it is determined that the communications have a material and substantial interference with school activities or with the rights of students.

- Inappropriately using instructional materials including computers and computer systems.
- Selling, distributing, possessing or using substances or items portrayed as being drugs (without regard to amount).
- Failure to follow social distancing procedures or properly utilize PPE equipment when required.
- Profanity, vulgar language, or obscene gestures, written or spoken, not directed at any person.
- Disruptive or non-compliant behavior on a school bus or at a school bus stop, including throwing objects out of buses or at vehicles.
- Any other acts that interfere with the orderly educational process in the classroom or the school.

Level 2 Consequences:

In addition to verbal and written notification to a parent or guardian, students engaging in Level 2 offenses may receive any of the following discipline consequences for the situation as determined by the campus administrator, including, but not limited to:

- Restorative Practices
- Administrative Warning
- Verbal and Written Reprimand
- Administrator and Parent Conference
- Parent or Guardian Shadowing
- Administrative Behavior Contract
- Administrative Tracking Contract (homework, attendance, tardiness)
- Conduct Penalty
- Grade Penalty (only for academic dishonesty in accordance with DIA(LOCAL))
- Administrative Detention (Before/After School, Lunch, Recess or Saturday)
- Exclusion from extracurricular activities
- Counselor Referral
- Item confiscation
- Loss of bus privileges (5-day maximum)
- Assigned seat on bus indefinitely

- Correct uniform violation
- Time out in the classroom
- Verbal Correction
- Restitution
- Loss of privileges
- In School Suspension (2-day maximum)
- Out of School Suspension (1-day maximum)
- Repeated Level 2 offenses can become Level 3 infractions as determined by the campus administrator, if they continue to occur after a parent conference has been held.

Level 3: Targeted Intervention, Restitution, Suspension, or Optional Removal to a Disciplinary Alternative Education Program (DAEP)

- Repeated Level 2 violations after a parent conference has been held with the administrator.
- *Intentional infection, attempted infection, or spread of pathogens.*
- Mutual Combat (fighting).
- Display of disrespect toward school personnel or campus visitors.
- Gambling.
- Substantial disruption - any acts of serious misconduct that disrupt the school environment in the hallways, gym, cafeteria, on a school bus, and/or in school where large crowds naturally occur.
- Failure to comply with reasonable requests of school personnel and/or defiance of the authority of school personnel.
- Directing profanity, vulgar language or obscene gestures toward visitors, other students or school personnel.
- Behavior symptomatic of or associated with gangs or cults.
- Using lighters or matches.
- Using a laser pointer.
- Truancy.
- Repeated cutting class or skipping school (more than three instances).
- Engaging in behavior which contains the elements of a criminal offense that does not constitute a mandatory removable or expellable offense.

- Engaging in sexual acts.
- Indecent/unsolicited sexual proposal/sexual harassment.
- Harassment/dating violence, including threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health.
- Exposing or attempting to expose one's undergarments or those of another ("sagging") or other forms of nudity.
- Knowingly making a false report against a staff member that is later determined to be unsubstantiated at the conclusion of any investigation initiated as a result of the report.
- Interfering with school activities, including trespassing, boycotting, and group demonstrations; falsifying a report; or making a false alarm 9-1-1 call.
- Planning, organizing, instigating, or participating in an activity that causes substantial disruption of the education program, including, but not limited to, gang/cult activity.
- Hazing, which means any intentional, knowing, or reckless act directed against a student by one person alone or acting with others that endangers the mental or physical health or the safety of a student for the purpose of being initiated into, affiliating with, holding office in, or maintaining membership in any organization or general classification of students whose members are or include other students.
- Use, possession or distribution of tobacco products, including, tobacco paraphernalia and/or e-cigarettes, and any component, part or accessory for an e-cigarette device or other nicotine delivery device, or any substance for consumption containing nicotine.
- Improper use of over-the-counter medication, vitamins, or other chemicals.
- Selling, giving, or delivering to another person a prescription or non-prescription medication
- Attempting to sell or purchase a prohibited substance through verbal or written communication without being in possession.
- Failure or refusal to cover up any tattoo that is obscene, vulgar, or gang-related while on campus or at a school related activity.
- Possessing, distributing, or creating pornographic or sexually-oriented material or material that promotes violence or other illegal activities.

- Using or possessing any instrument that might reasonably be used to cause bodily harm, but has not been used to cause or threaten bodily harm.
- Using or possessing fireworks or any other pyrotechnic device that may be used to disrupt the educational process including “poppers” and “stink bombs.”
- Extortion, which is defined as obtaining money or information from another by coercion or intimidation of a value less than \$1,500.
- Engaging in behavior that contains the elements of misdemeanor theft. This includes extortion, acquisition of property by threat, and receiving or concealing stolen property.
- Tampering with, changing, or altering records or documents by any method, including, but not limited to forgery, computer access or other electronic means.
- Engaging in behavior that contains the elements of misdemeanor criminal mischief.
- Damaging, destroying, disabling, or altering school computer hardware and/or software by any method including, but not limited to, the use of computer software viruses or other electronic means.
- Any verbal abuse of others, including slurs, name calling, or derogatory statements to another person because of that person's race, color, religion, national origin, disability, physical/personal appearance, sexual orientation, and gender identity and/or gender expression.
- Harassment/dating violence, including threatening to cause harm or bodily injury to another student, engaging in sexually intimidating conduct, causing physical damage to the property of another student, subjecting another student to physical confinement or restraint, or maliciously taking any action that substantially harms another student's physical or emotional health.
- Bullying (see glossary).
- Cyberbullying (see glossary).
- Tampering with a fire extinguisher, an automated external defibrillator (AED), or the storage cabinet for one of these items.
- Refusal to cooperate in, or interference with, a metal detector safety search.
- “Sexting” or using a cell phone or other personal communication device to send messages or other communications or possessing messages or other communications containing images reasonably interpreted as indecent or sexually suggestive while at school or at a school-related function.

- Assisting directly or indirectly with the promotion of any behavior prohibited by the Student Code of Conduct.
- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact under Penal Code 22.01(a)(3) and which may include causing bodily injury by recklessly or intentionally pointing a laser pointer or laser pen at another student or a staff member. (See **glossary**.)

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may**, but is not required to, place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Level 3 Consequences:

In addition to verbal and written notification to a parent or guardian, students engaging in Level 3 offenses may receive any of the following discipline consequences for the situation as determined by the campus administrator, including, but not limited to:

- Restorative Practices.
- Community Service that is age appropriate, adult supervised and only with written parental consent.
- Parent or Guardian Shadowing.
- Required administrator/student/parent conference.
- Administrative Behavior Contract.
- Administrative Attendance Tracking Contract.
- Conduct Penalty.

- Administrative Extended Detention (Before/After School, Lunch, Recess or Saturday).
- Exclusion from extracurricular activities.
- Counselor Referral.
- Item Confiscation.
- Loss of bus privileges for the up to one school year.
- Assigned seat on bus indefinitely.
- Restitution and/or restoration.
- Loss of privileges (i.e., cell phone banned from campus, computer usage, etc.).
- In School Suspension (3-day maximum).
- Out of School Suspension (3-day maximum).
- Optional Referral to a Disciplinary Alternative Education Program.
- Repeated Level 3 offenses can become Level 4 infractions as determined by the campus administrator if they continue to occur after a parent conference has been held.
- Any other appropriate disciplinary actions determined by the administration.

Level 4: Mandatory DAEP Placement

A student **shall** be removed to a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 26.) (See **glossary** for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 26.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.

- Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in selling, giving, delivering, possessing using or being under the influence of designer drugs, synthetic marijuana, synthetic cannabinoids (e.g. “K2” and “Spice”), stimulants (e.g. “bath salts”), or analogs of any controlled substance, regardless of whether currently scheduled or classified as an illegal drug under state or federal law.
- Discharges or sprays mace or pepper spray, which results in a class, bus, event or school disturbance.
- Possession of BB guns, pellets guns or air rifles.
- Possession of a knife or other object that is designed to cut and that is determined to have been possessed by the student for use as a weapon.
- Possession of replicas of guns that are sufficiently similar in appearance to a real gun such that, if pointed at or shown to another person, a reasonable person may believe the student to be in possession of a firearm.
- Possession of a TASER, electric stun gun, or other protective device designed to administer an electric shock with intent to do harm.
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 26.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 - The student receives deferred prosecution (see **glossary**),
 - A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 - The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.
- Engages in burglary of a Spring ISD facility.
- Defaces of school property with graffiti or other means that results in a loss or destruction to property pursuant to Penal Code 28.08.
- Obtains unauthorized access to District or other databases, including student, faculty, or District data files pursuant to Penal Code 33.02. In addition to any criminal penalties, students may have their computer privileges suspended or revoked.
- Creates or distributes a "hit list," in which a student makes a list of people to be harmed by means of a firearm, knife, or any other object to be used with the intent to cause bodily harm.

Level 5: Expulsion- Placement in the Juvenile Justice Alternative Education Program (JJAEP)

A student age 10 or older who commits a second Level 4 Offense or succeeding violation of the Student Code of Conduct may be expelled.

For disciplinary infractions resulting in either discretionary or mandatory expulsion, please see pages 29 through 35 of the Student Code of Conduct.

DRAFT



**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 of Curriculum and Instruction
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. 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. Upon review of the plan offered, it was determined that the District's plan is not aligned with the benefit offered by most school districts. Therefore, we are seeking the board members' guidance and approval regarding renewal options.

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 Westbrooks 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 of Curriculum and Instruction
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 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
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 of Curriculum and Instruction
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



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

Spring Independent School District

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



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 21, 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 Nắm Bù Phieáu cho Cuộc Bầu Cử ngày 3 tháng Mười một, 2020*		Nhà chạ ñồõng 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**

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>.

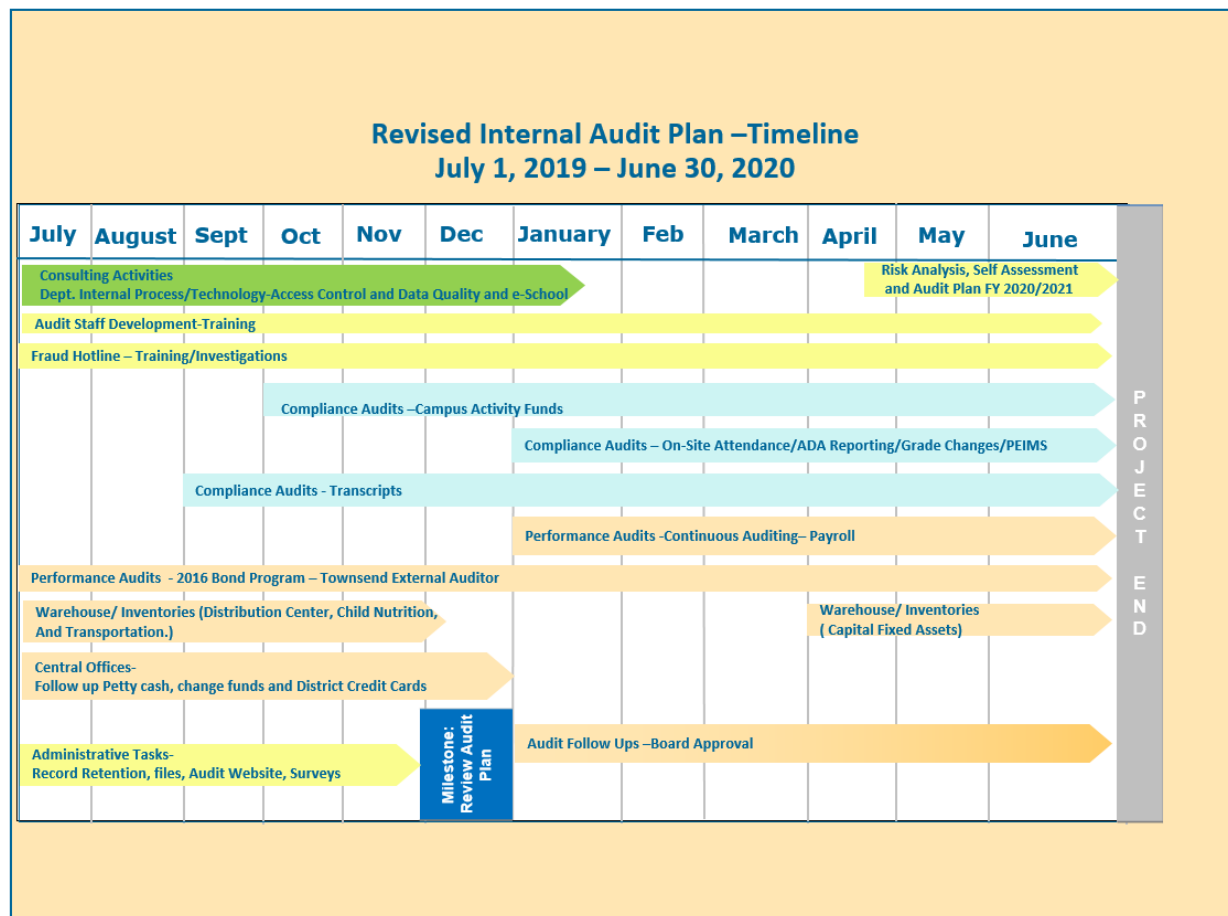
Respectfully submitted,

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.

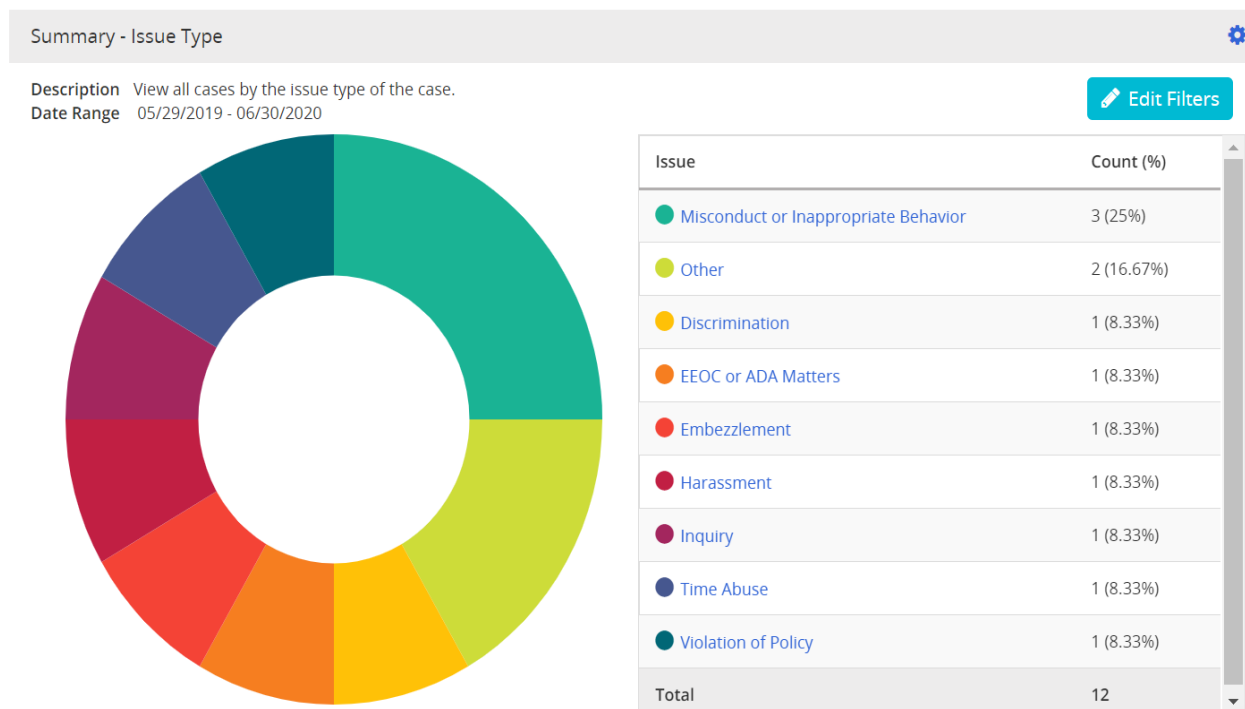
*** Consulting and non-audit services were not issued reports only verbal communication**

FRAUD HOTLINE REPORTING

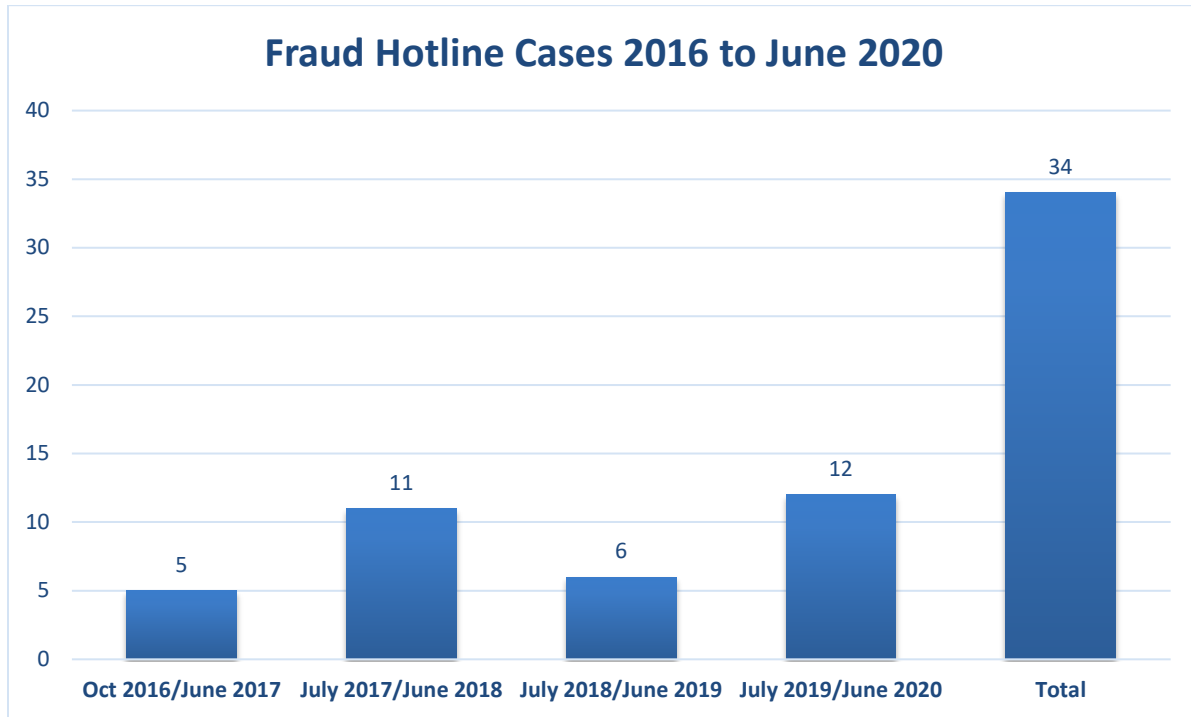
Spring Independent School District has established an anonymous reporting hotline Ethics Point NAVEX Global, to address accounting and auditing fraud. This third party provider will provide the community and employees with an easy and risk-free way to anonymously report any activities that may involve 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

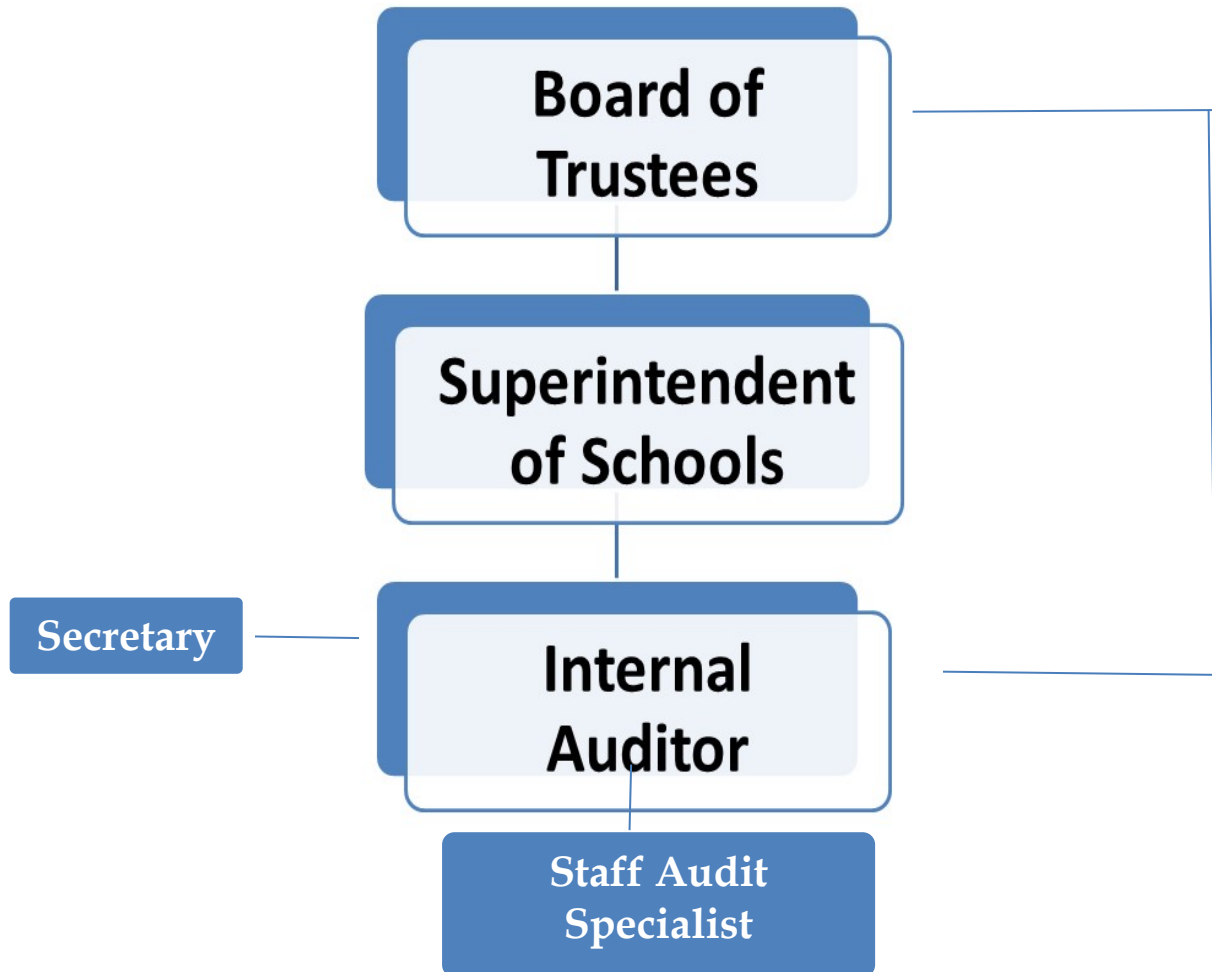
- **Staff Size:** The organization chart, shown on page 12, consists of the organization structure as of June 30 2020.
- **Staff Experiences and Certifications:** The internal audit staff consists of highly qualified and skilled audit professionals with certifications including Certified Internal Control 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

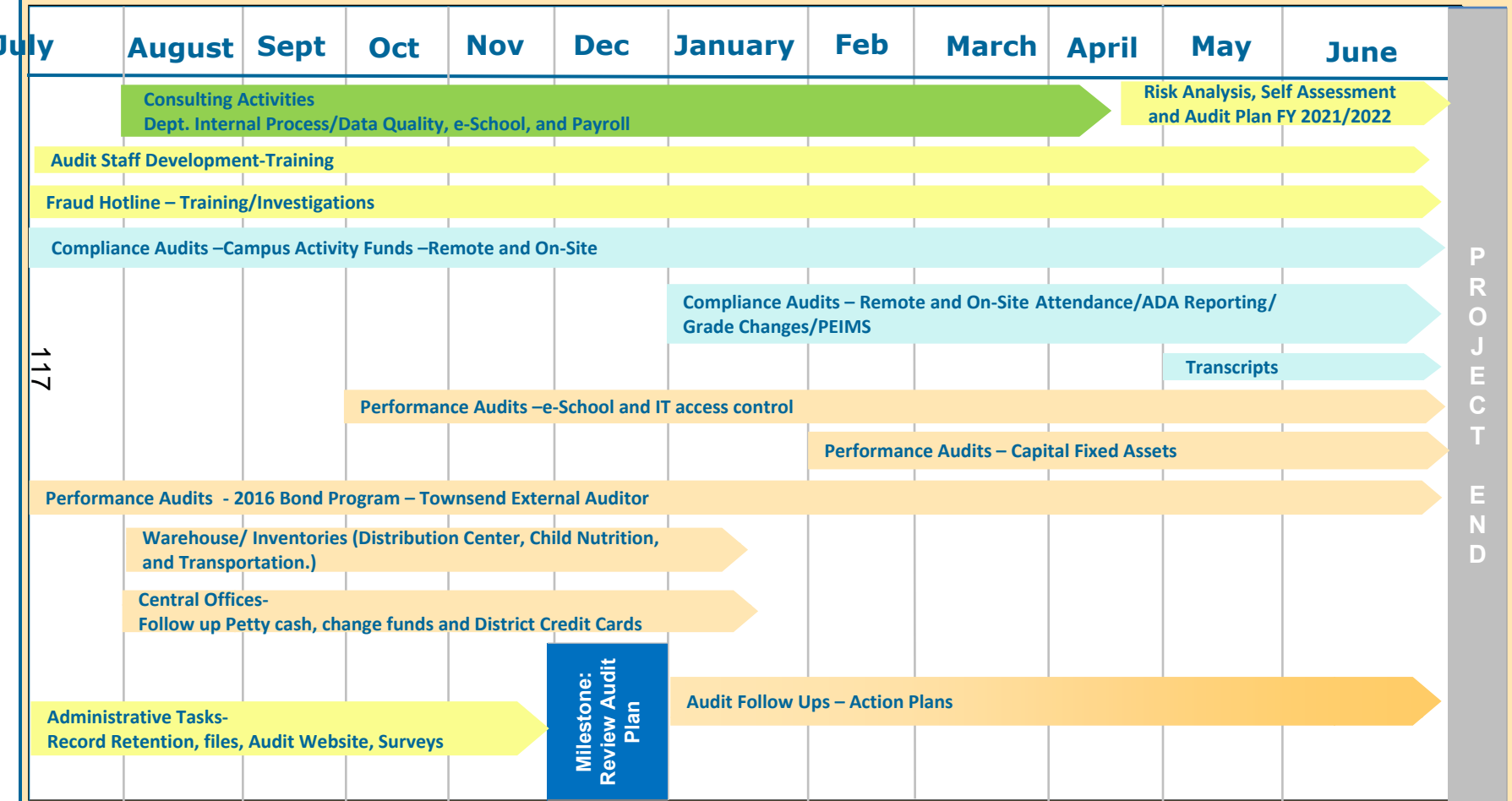




INTERNAL AUDIT

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

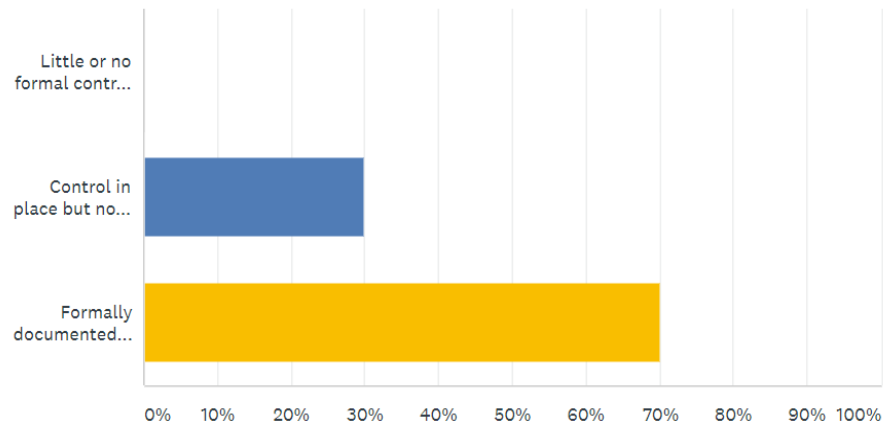
Audit Plan FY 2020/2021 -High Risk Areas

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

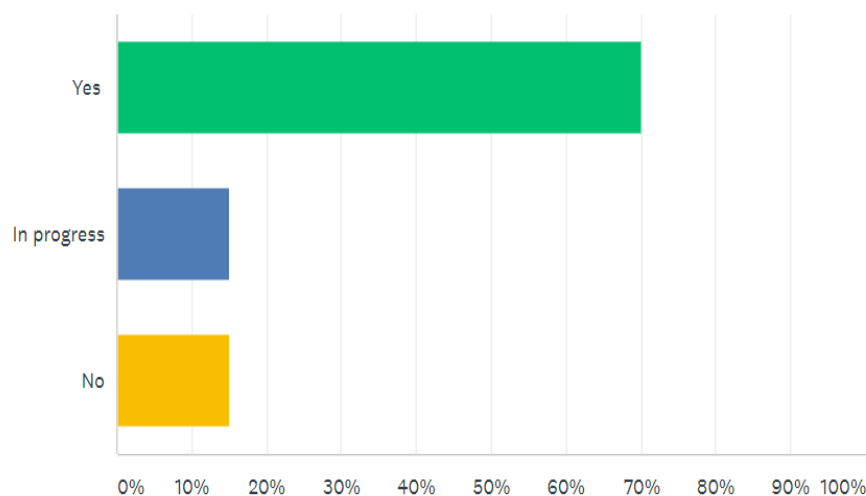
Answered: 20 Skipped: 0



- ☐ 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?

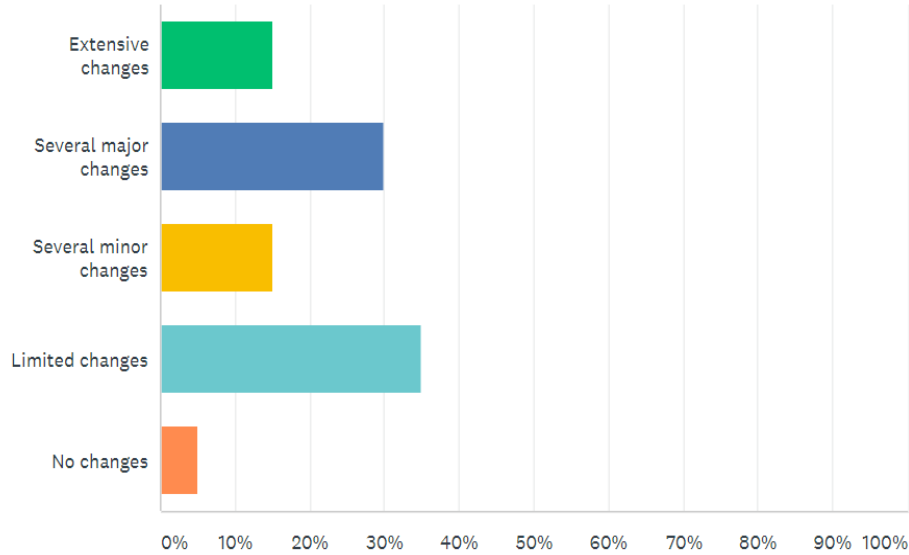
Answered: 20 Skipped: 0



INTERNAL AUDIT

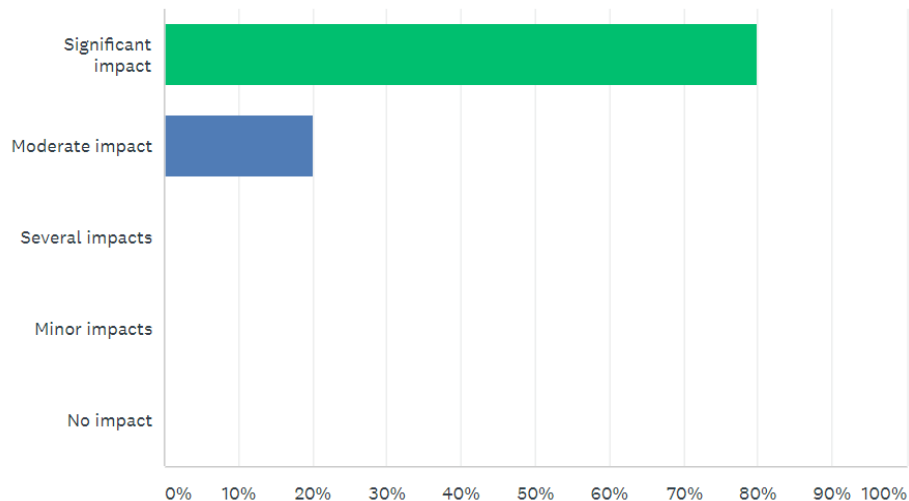
How would you describe the changes in Area/Management/Systems?

Answered: 20 Skipped: 0



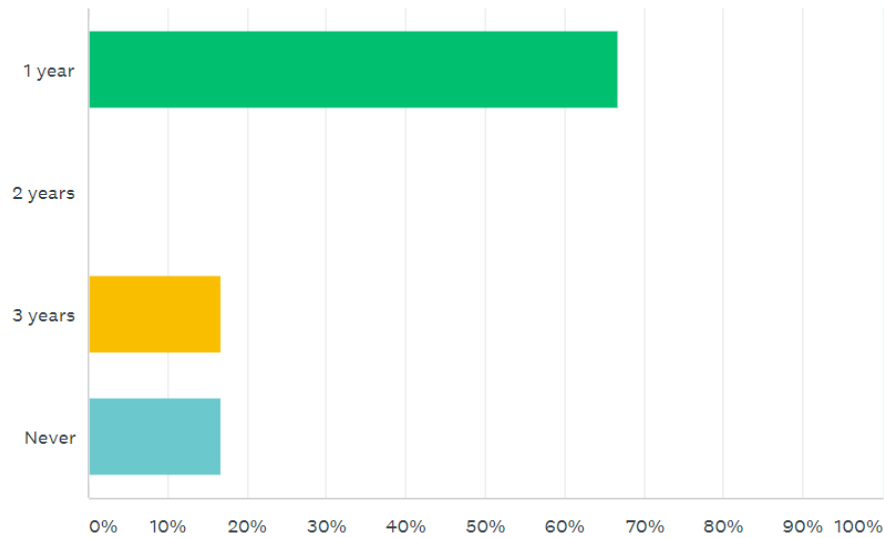
How does your Department/function impact the District Image/Reputation?

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



STAFFING GUIDELINES

2020-2021

UPDATED AUGUST 11, 2020

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**ELEMENTARY SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Principal		1.0
Assistant Principal	0-899	1.0
	900+	2.0
COUNSELOR	0-900	1.0
	901+	2.0
TESTING COORDINATOR	500+	testers
TEACHER		
Pre-Kindergarten-Grade 4	22	1.0
Grade 5	25	1.0
Art/Music/PE (see formula page 3)	35	1.0
Bilingual (Pre-Kindergarten-Grade 4)	22	1.0
Bilingual Grade 5	25	1.0
ENGLISH AS A SECOND LANGUAGE (ESL)	(\$1100 per ESL student)	
LIBRARY MEDIA SPECIALIST	(.5 funded with Title 1)	1.0
LICENSED VOCATIONAL NURSE		1.0
STATE COMP ED		
Student Support Specialist		1.0
TITLE PROGRAMS		
Digital Learning Coach		1.0
Literacy Coach/Math Coach/Academic		1.0

**ELEMENTARY SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>PAYGRADE</u>	<u>ALLOCATION</u>
CLERICAL STAFF		
Clerk-Attendance/Registrar	PG 4	1.0
Clerk-General Office/Receptionist	PG 3	1.0
Secretary-Principal ES	PG 6	1.0
Clerk-Student Info Mgmt. System (SIMS)	PG 5	1.0
 AIDE-LIBRARY	 PG 2	 2.0
 AIDE-TEACHER	 PG 1	 2.0
 AIDE-PRE-K Per teacher	 PG 1	 1.0
 AIDE-BILINGUAL PRE-K Per teacher	 PG 1	 1.0

STAFFING CONSIDERATIONS:

BILINGUAL

Bilingual allocations are staffed as a separate group at the same general education ratios.

ART/MUSIC/PE TEACHER

The following formula is used to compute the number of teachers allocated: Grades K-5 total enrollment divided by 6 periods divided by 35 students per class = number of teachers. (Minimum 3 teachers)

GRADES PRE-K-5

In computing original teacher allocation for a grade level, the optimum enrollment per grade level allowed is an average of 22 in Pre-Kindergarten-Grades 4 and an average of 25 students in Grade 5. In some cases, additional analysis may be warranted. These formulas apply after the school year begins by the 30th day enrollment is taken.

After the 30th day of enrollment, a teacher may be added when the average class size on a grade level reaches 24 students, provided the enrollment holds for 15 days. (This parameter does not apply after January 31st).

At the beginning of the school year, when balancing staff among schools, a teacher may be reassigned when each class in a grade level is below 22 students, provided the average class size in a grade level does not exceed 22 students.

**MIDDLE SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Principal		1.0
Associate Principal		1.0
Assistant Principal		2.0
COUNSELOR		3.0
LIBRARY MEDIA SPECIALIST	(.5 is funded with Title 1)	1.0
REGISTERED NURSE		1.0
REGISTRAR		1.0
TEACHER		
Regular Classroom	*28:1	1.0
LOTE		1.0
STATE COMPENSATORY EDUCATION:		
Math Interventionist		1.0
ELA Interventionist		2.0
Student Support Specialist		1.0
At Risk Associate Principal		1.0
CAREER & TECHNICAL EDUCATION (CTE)		2.0
TITLE PROGRAMS		
Digital Learning Coach		1.0
Literacy Coach/Math Coach/Academic Specialist		1.0
ENGLISH AS A SECOND LANGUAGE (ESL)	(\$1100 per ESL student)	
TESTING COORDINATOR		1.0
<u>CLERICAL STAFF</u>		
Clerk-Attendance MS	PG 4	1.0
Receptionist-Campus MS	PG 3	1.0
Secretary-Principal MS	PG 6	1.0
Aide-Clerical I	PG 1	1.0
Clerk-Student Info Mgmt. System (SIMS)	PG 5	1.0
Secretary-Asst Principal	PG 4	3.0
AIDE-LIBRARY/MEDIA SPECIALIST	PG 2	1.0
AIDE-POSITIVE BEHAVIOR INTERVENTION (PBIA)	PG 3	1.0

*State Compensatory Education funding is used to reduce the student/teacher ratio to 28:1.

**ROBERSON MIDDLE SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATIONS</u>
ADMINISTRATOR		
Principal		1.0
Associate Principal		1.0
Assistant Principal		2.0
COUNSELOR		3.0
LIBRARY MEDIA SPECIALIST	(.5 funded with Title I)	1.0
REGISTERED NURSE		1.0
TESTING COORDINATOR		1.0
SPECIAL PROGRAMS COORDINATOR	(funded with State Comp Ed)	1.0
REGISTRAR		1.0
TEACHERS		
Regular Classroom	*28:1	1.0
LOTE		1.0
STATE COMPENSATORY EDUCATION		
ELA Interventionist		1.0
Math Interventionist		1.0
Student Support Specialist		1.0
PERFORMING AND VISUAL ARTS		
Head Choir Director		1.0
Guitar Teacher		1.0
Assistant Guitar Teachers		1.0
Dance		2.0
Piano Teacher		1.0
Assistant Piano Teacher		1.0
ENGLISH AS A SECOND LANGUAGE (ESL) (\$1100 per ESL student)		
TITLE PROGRAMS		
Digital Learning Coach		1.0
Literacy Coach/Math Coach/Academic Specialist		1.0
CAREER AND TECHICAL EDUCATION		
Teachers		7.0

*State Compensatory Education funding is used to reduce the student/teacher ratio to 28:1.

**ROBERSON MIDDLE SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>PAY GRADE</u>	<u>ALLOCATION</u>
CLERICAL STAFF		
Clerk-Attendance MS	PG 4	1.0
Receptionist-Campus MS	PG 3	1.0
Secretary-Principal MS	PG 6	1.0
Secretary-Asst Principal	PG 4	3.0
Clerk-Student Info Mgmt. System (SIMS)	PG 5	1.0
AIDE-LIBRARY/MEDIA SPECIALIST	PG 2	1.0
AIDE-CLERICAL I	PG 1	1.0
AIDE-POSITIVE BEHAVIOR INTERVENTION (PBIA)	PG 3	1.0

SPRING LEADERSHIP ACADEMY STAFFING GUIDELINES
2020-2021

<u>POSITION</u>	<u>PAYGRADE</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Principal		1.0
Associate Principal		1.0
COUNSELOR		1.0
ACADEMIC ADVISOR		1.0
REGISTERED NURSE		1.0
REGISTRAR		1.0
LIBRARY MEDIA SPECIALIST	(.5 funded with Title I)	1.0
TEACHER		
Regular Classroom	*28:1	1.0
PE		1.0
Art		1.0
PVA Elective		1.0
LOTC Instructor		1.0
STATE COMPENSATORY EDUCATION		
Regular Classroom Teacher	*28:1	16.0
Student Support Specialist		1.0
TITLE PROGRAMS		
Digital Learning Coach		1.0
Literacy Coach/Math Coach/Academic Specialist		1.0
CAREER & TECHNICAL EDUCATION (CTE)		
Teachers		2.0
ENGLISH AS A SECOND LANGUAGE (ESL)	(\$1100 per ESL student)	
TESTING COORDINATOR		1.0
CLERICAL STAFF		
Clerk-Attendance MS	PG 4	1.0
Secretary-Principal MS	PG 6	1.0
Secretary-Asst Principal	PG 4	1.0
Aide-Library/Media Specialist	PG 2	1.0
Aide-Positive Behavior Intervention (PBIA)	PG 3	1.0

*State Compensatory Education funding is used to reduce the student/teacher ratio to 28:1.

SPRINGWOODS VILLAGE MIDDLE SCHOOL STAFFING GUIDELINES
2020-2021

<u>POSITION</u>	<u>PAYGRADE</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Principal		1.0
Associate Principal		1.0
COUNSELOR		2.0
IB COORDINATOR		1.0
REGISTERED NURSE		1.0
REGISTRAR		1.0
LIBRARY MEDIA SPECIALIST	(.5 funded with Title I)	1.0
TEACHER		
Regular Classroom		16.00
LOTE		1.0
Band		2.0
Choir		2.0
STATE COMPENSATORY EDUCATION		
Math Interventionist		1.0
ELA Interventionist		1.0
Student Support Specialist		1.0
TITLE PROGRAMS		
Digital Learning Coach		1.0
Literacy Coach/Math Coach/Academic Specialist		1.0
CAREER & TECHNICAL EDUCATION (CTE)		
Teachers		2.0
ENGLISH AS A SECOND LANGUAGE (ESL)	(\$1100 per ESL student)	
TESTING COORDINATOR		1.0
CLERICAL STAFF		
Clerk-Attendance MS	PG 4	1.0
Receptionist-Campus MS	PG 3	1.0
Secretary-Principal MS	PG 6	1.0
Aide-Clerical II	PG 4	2.0
Aide-Library/Media Specialist	PG 2	1.0
Aide-Positive Behavior Intervention (PBIA)	PG 3	1.0

HIGH SCHOOL STAFFING GUIDELINES 2020-2021

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Principal		1.0
Asst./Assoc. Principal	350:1	1.0
COUNSELOR		
Regular	382:1 (includes 1 lead counselor)	1.0
College Connections		1.0
LIBRARY MEDIA SPECIALIST		1.0
REGISTERED NURSE	0-1999	1.0
	2000+	2.0
REGISTRAR		1.0
TITLE PROGRAMS		
Digital Learning Coach		1.0
TEACHER		
Classroom	33:1	1.0
LOTE		1.0
HSA Teacher		5.0
ROTC		
Retired Officer		1.0
Retired NCO	(additional staff as allotted by U.S. Armed Forces)	*1.0
STATE COMPENSATORY EDUCATION (SCE)		
Instructional Specialist – Math/Science		1.0
Instructional Specialist – ELA/Social Studies		1.0
ELA Interventionist		1.0
Math Interventionist		1.0
Teacher of At Risk Students		5.0
Student Support Specialist		1.0
Credit Recovery		1.0
At-Risk Counselor		1.0
At-Risk Associate Principal		1.0
CAREER AND TECHNICAL EDUCATION (CTE)		
Teacher		24.0
Counselor		1.0
Academy Specialist		1.0

**HIGH SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
ENGLISH AS A SECOND LANGUAGE (ESL)	(\$1100 per ESL student)	
TESTING COORDINATOR		1.0
ATHLETICS		
Athletic Coordinator		1.0
Trainers		2.0
<u>CLERICAL STAFF</u>		
Secretary-Asst Principal	PG 4	5.0
Clerk-Budget	PG 5	1.0
Clerk-Student Info Mgmt. System (SIMS)	PG 5	1.0
Secretary-Counselor HS	PG 4	1.0
Receptionist-Campus HS	PG 3	1.0
Assistant Registrar	PG 4	1.0
Secretary-HS	PG 7	1.0
Associate Principal Secretary-HS	PG 4	1.0
 AIDE-LIBRARY/MEDIA SPECIALIST	 PG 2	 1.0
 AIDE-CLERICAL II	 PG 4	 5.0
 AIDE-POSITIVE BEHAVIOR INTERVENTION (PBIA)	 PG 3	 1.0
 HALL MONITOR	 PG 1	 5.0

**NINTH GRADE CENTER STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>		<u>ALLOCATION</u>
ADMINISTRATOR		
Associate Principal (transferred)		1.0
Assistant Principal (one transferred)		2.0
COUNSELOR		
Regular		1.0
LICENSED VOCATIONAL NURSE		1.0
TEACHER (transferred)		
Regular		
(24-31 dependent on programming)		
Career and Technical Education (CTE)		
(7-12 dependent on programming)		
TESTING COORDINATOR		1.0
<u>CLERICAL STAFF</u>		
Secretary-Assoc Principal	PG 6	1.0
Secretary-Asst Principal (transferred)	PG 4	2.0
Clerk-Registration	PG 4	1.0
Clerk-Attendance	PG 4	1.0
Receptionist-Campus HS	PG 3	1.0
AIDE-LIBRARY/MEDIA SPECIALIST	PG 2	1.0
AIDE-POSITIVE BEHAVIOR INTERVENTION (PBIA)	PG 3	1.0
HALL MONITOR	PG 1	1.0

**CARL WUNSCHER HIGH SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Principal		1.0
Associate Principal for Instruction		1.0
Associate Principal for Administration		1.0
Assistant Principal		3.0
COUNSELOR		
Lead		1.0
College Connection		1.0
Regular		3.0
ACADEMY COORDINATOR		1.0
LIBRARY MEDIA SPECIALIST		1.0
REGISTERED NURSE		1.0
REGISTRAR		1.0
TESTING COORDINATOR		1.0
TITLE PROGRAMS		
Digital Learning Coach		1.0
TEACHER		
Regular Classroom	33:1	1.0
Physical Education		1.0
LOTE		1.0
STATE COMPENSATORY EDUCATION:		
ELA Interventionist		1.0
Math Interventionist		1.0
Instructional Specialist – Math/Science		1.0
Instructional Specialist – ELA/Social Studies		1.0
Student Support Specialist		1.0

**CARL WUNSCHER HIGH SCHOOL STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
ENGLISH AS A SECOND LANGUAGE (ESL)	(\$1100 per ESL student)	
CAREER AND TECHNICAL EDUCATION (CTE)		
Academy Specialist		1.0
Teacher		28.0
HSA Teacher		4.0
<u>CLERICAL STAFF</u>		
Secretary-Asst Principal	PG 4	4.0
Clerk-Budget	PG 5	1.0
Clerk-Student Info Mgmt. System (SIMS)	PG 5	1.0
Receptionist-Campus HS	PG 3	1.0
Secretary-High School	PG 7	1.0
Aide-Positive Behavior Intervention (PBIA)	PG 3	1.0
Aide-Library/Media Specialist	PG 2	1.0
Clerk-Attendance-HS	PG 4	3.0
Aide-Clerical II	PG 4	1.0

**SPRING EARLY COLLEGE ACADEMY STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Principal		1.0
Associate Principal		1.0
COUNSELOR		1.0
REGISTERED NURSE		1.0
REGISTRAR		1.0
STATE COMP ED		
Student Support Specialist		1.0
TITLE PROGRAMS		1.0
Digital Learning Coach		
TEACHER		16.0
ENGLISH AS A SECOND LANGUAGE (ESL)	(\$1100 per ESL student)	
CAREER AND TECHNICAL EDUCATION (CTE)		
Teacher		2.0
HSA Teacher		1.0
CLERICAL STAFF		
Secretary	PG 6	1.0
Receptionist-Campus HS	PG 3	1.0
Administrative Asst.	PG 4	1.0

**VIRTUAL LEARNING PROGRAM STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>PAY GRADE</u>	<u>ALLOCATION</u>
ADMINISTRATOR		
Administrator		1.0
EDUCATIONAL TECHNOLOGIST		1.0
COUNSELOR		1.0
WEB MASTER		1.0
LEARNING SPECIALIST		2.0
TEACHER		
Regular Classroom		12.0
HSA Teacher		6.0
ESL Teacher		1.0
INSTRUCTIONAL SPECIALIST		1.0
CLERICAL STAFF		
Secretary	PG 6	1.0
Clerk-Registration	PG 4	1.0

**SPECIAL EDUCATION STAFFING GUIDELINES
2020-2021**

Position	Student Enrollment Average	Teacher Allocation	Para Allocation
Inclusion/Co-Teach HS	20*	1.0	1.0
Inclusion/Co-Teach MS	20**	1.0	1.0
Inclusion/Co-Teach ES	15***	1.0	1.0
Resource/High School	6 students/period Reading and Math	2.0	0
Resource/Middle School	6 students/period	1.0	0
Resource/Elementary School	6 students/session when inclusion numbers exceed 20	1.0	0
Adaptive Behavior	8	1.0	2.0
Community Academic Structured Education (CASE)	9	1.0 Add teacher at 10 th student	1.0 Add para at 7 th student
Homebound	20-24 contact hours	1.0	
PASS Elementary/Secondary	14	1.0 Add teacher at 15 th Student	1.0 Add para at 11 th student
Pre-K/ECSE Blended	Pre-K-16/ECSE-6	1.0/1.0 See note below for additional staff	0.5 for full-day/1.0 See note below for additional staff
ECSE Self-Contained	9	1.0 Add teacher at 10 th student	1.0 Add para at 7 th student
+Structured Integrated Learning Classroom (SILC)	14	1.0 Add teacher at 15 th student	1.0 Add para at 11 th student
Compliance Specialist	350	1.0	

ALL SPECIAL EDUCATION STAFFING GUIDELINES ARE SUBJECT TO ADJUSTMENTS BASED ON INDIVIDUAL NEEDS OF STUDENTS.

*Each high school is minimally staffed with 1 teacher and 2 paraprofessionals for up to 20 students. Add a teacher for every 20 students and an additional paraprofessional at 121 students (one paraprofessional is added for every 8 teachers) based on contact hours.

**Each middle school is minimally staffed with 1 teacher and 1 paraprofessional for up to 20 students. Add a teacher for every 20 students and an additional paraprofessional at 121 students based on contact hours.

***Each elementary school is minimally staffed with 2 teachers and 1 paraprofessional. Add an additional paraprofessional at 25 students. Add an additional inclusion teacher at 30 students or add a resource teacher when inclusion student numbers are between 20-39 and the number of students receiving resource time is above 15 students. Add a fourth inclusion teacher at 45 students.

+SILC and PASS at the middle school level will combine to provide one inclusion behavior support program. Early Childhood Special Education (ECSE) Self Contained is a half-day program. ECSE Blended will participate in the full-day Pre-K program. The maximum number of students for a Pre-K/ECSE Blended program is 22.

The Compliance Specialist is a 197-day position. Each Compliance Specialist will serve up to 350 students. This position has no assigned teaching responsibilities and will be responsible for all aspects of special education compliance, including the support of preparing draft ARD/IEP paperwork, reviewing documents before archiving the IEP, and may lead the IEP meeting. This position will serve as the liaison between the district and campus, will indirectly report to special education, and will be hired by a collaborative team of campus and district leaders.

**PERFORMING AND VISUAL ARTS STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>STUDENT ENROLLMENT</u>	<u>ALLOCATION</u>
Middle School Band Director	0-175	1.0
	176+	2.0
Middle School Choir Director	0-175	1.0
	176+	2.0
High School Band Director	0-175	1.0
	176-250	2.0
	251+	3.0
High School Choir Director	0-175	1.0
	176-300	2.0
	301+	3.0
High School		
Percussion Teacher		1.0
Color Guard		1.0
Drill Team		1.0

**POLICE DEPARTMENT STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>ALLOCATION</u>
PROFESSIONAL	
Chief	1.0
Lieutenant	2.0
Mgr.-Police Telecomms.	1.0
Sergeants	5.0
Corporals	6.0
PARAPROFESSIONAL	
Executive Assistant to Chief	1.0
Clerk-Police	1.0
Specialist-Police Division	1.0
CLASSIFIED	
Dispatchers	7.0
Crossing Guards	25.0
Lead Dispatcher	1.0
Patrol Officers	44.0
Detective	3.0
Canine	2.0

**TRANSPORTATION DEPARTMENT STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>FORMULA</u>	<u>ALLOCATION</u>
Director-Transportation	1.0	1.0
Asst Dir-Transportation	1.0	1.0
Transportation Administrator	3.0	3.0
Shop Supervisor-Transportation	2.0	2.0
Route Manager	13.0	13.0
Specialist-Supplemental Services	2.0	2.0
Partsman	2.0	2.0
Mechanics	(1 per 42 vehicles)	
Mechanic I	5.0	5.0
Mechanic II	4.0	4.0
Mechanic III	6.0	6.0
Lead Trainer-Transportation	1.0	1.0
Route Manager	1 per 20 routes	13.0
Bus Driver		263.0
Auxiliary Bus Driver	10% of Bus Drivers	25.0
Bus Attendant	SPED Services Needs	71.0
Transportation Dispatcher	3.0	3.0
Paraprofessionals		
Secretary-Dir Transportation	1.0	1.0
Clerk-Shop Transportation	1.0	1.0
Payroll Clerk-Transportation	1.0	1.0
Specialist-Video System-Transportation	1.0	1.0
Manager-Childcare Transportation	1.0	1.0
Aide-Childcare Transportation	4.0	4.0

**OPERATIONS DEPARTMENT STAFFING GUIDELINES
2020-2021**

<u>FACILITY</u>	<u>BLDG. COORD.</u>	<u>* OPR.</u>	<u>** NIGHT LOCKUP/FT</u>
Dekaney High School	1.0	2.0	2.0
Spring High School	1.0	2.0	5.0
Westfield High School	1.0	2.0	3.0
Wunsche High School		1.0	2.0
Bailey Middle		1.0	1.0
Bammel Middle		1.0	1.0
Cloughton Middle		1.0	1.0
Dueitt Middle		1.0	1.0
Roberson Middle		1.0	1.0
Spring Leadership Academy		1.0	1.0
Springwoods Village Middle		1.0	1.0
Twin Creeks Middle		1.0	1.0
Wells Middle		1.0	1.0
Anderson Elementary		1.0	1.0
Bammel Elementary		1.0	1.0
Beneke Elementary		1.0	1.0
Booker Elementary		1.0	1.0
Burchett Elementary		1.0	1.0
Clark Primary		1.0	1.0
Clark Intermediate		1.0	1.0
Cooper Elementary		1.0	1.0
Eickenroht Elementary		1.0	1.0
Heritage Elementary		1.0	1.0
Hirsch Elementary		1.0	1.0
Hoyland Elementary		1.0	1.0
Jenkins Elementary		1.0	1.0
Lewis Elementary		1.0	1.0
Link Elementary		1.0	1.0
Major Elementary		1.0	1.0
Marshall Elementary		1.0	1.0
McNabb Elementary		1.0	1.0
Meyer Elementary		1.0	1.0
Northgate Elementary		1.0	1.0
Ponderosa Elementary		1.0	1.0
Reynolds Elementary		1.0	1.0
Salyers Elementary		1.0	1.0
Smith Elementary		1.0	1.0
Thompson Elementary		1.0	1.0
Winship Elementary		1.0	1.0
Transportation		1.0	1.0
Richey Academy			1.0

* OPR = Building Operator ** FT = Floor Technician

**OPERATIONS DEPARTMENT STAFFING GUIDELINES
2020-2021**

<u>DISTRICT-WIDE</u>	<u>ALLOCATION</u>
Director-Operations	1.0
Custodian Lead Person (PM Supervisor)	3.0
Secretary-Dir Operations	1.0
Clerk-Payroll/Rental-Operations	1.0
Pest Control Technician	1.0
Equipment Repairman-Operations	1.0
Laundry-Delivery Custodian	1.0
Custodians	205.0

**MAINTENANCE DEPARTMENT STAFFING GUIDELINES
2020-2021**

BUILDING MECHANIC

<u>Facility</u>	<u>Day Shift</u>	<u>Night Shift</u>
Elementary School	13.5	0.0
Middle School	6.0	0.0
High School	5.0	4.0

POSITION

ALLOCATION

DISTRICT

Dir-Maintenance	1.0
Carpenter	1.0
Foreman-Electrician	1.0
Foreman-HVAC	1.0
Foreman-Plumber	1.0
Facility Safety Manager	1.0
Energy Management Technician	1.0
Buyer II-Maintenance	1.0
Lead Painter	1.0
Courier	1.0
Painter/Carpenter Helper	4.0
A/V Technician	1.0
Locksmith	1.0
Locksmith Apprentice	1.0
Building Mechanic	1.0
Plumber-Journeyman	2.0
Electrician-Journeyman	4.0
Carpenter-Journeyman	1.0
HVAC Mechanic	2.0
Technician-HVAC	2.0
Technician-Fire Alarm	1.0
Secretary-Maintenance	1.0
Clerk-Maintenance	1.0

**CHILD NUTRITION SERVICES STAFFING GUIDELINES
2020-2021**

<u>POSITION</u>	<u>ALLOCATION</u>
MANAGER	
Elementary School	1.0 per campus
Middle School	1.0 per campus
High School	2.0 per campus
Ninth Grade Center	1.0 per campus
Wunsche/Early College	1.0 per campus
CHILD NUTRITION SPECIALIST	
Elementary	12.0 per campus
Middle School	20.0 per campus
High School	33.0 per campus
Ninth Grade Centers	9.0 per campus
Wunsche High School	20.0 per campus
Early College Academy	2.0 per campus
Part-time Specialists	26.0
DISTRICT	
Director	1.0
Assistant Director	1.0
Coordinator-CNS Operations	1.0
Coordinator-Nutrition and Menu Planning	1.0
Area Supervisor-CNS	6.0
CNS Supervisor-Maintenance and Equipment	1.0
CNS Manager-Vending	1.0
CNS Manager Trainee	7.0
CNS Manager-Catering	3.0
CNS Lead Driver	1.0
CNS Trainer	2.0
CNS Vending Specialist	3.0
CNS Maintenance Technician	3.0
CNS Computer Technician	1.0
Administrative Bookkeeper-CNS	2.0
Secretary-Dir CNS	1.0
Secretary-CNS Supervisor	1.0
Clerk-CNS Personnel	1.0
Clerk-CNS Federal Programs	1.0
Clerk-CNS Purchasing	1.0
Receptionist-CNS	2.0



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



COMPENSATION PLAN 2020-2021

COMPENSATION PHILOSOPHY

The most valuable attribute of our District is our people. Our comprehensive compensation program is designed to hire, build, motivate, and retain the best talent to help cultivate the ideal work environment for our staff and students.

In alignment with our district core values, we will strive to communicate openly about the goals of the district and the design of the compensation plan. The compensation process is intended to be fair and simple so that all employees understand the goals and the outcome of the process.

STRATEGIC COMPENSATION

As part of the strategic compensation initiative, employees are eligible to receive incentives and supplements aimed at offering a competitive compensation plan, incentivizing employee retention and rewarding high student achievement. These incentives may include attendance bonuses, annual one-time retention supplements, and performance bonuses all based upon established eligibility criteria and available funding.

Spring Independent School District is an equal opportunity employer. The Board of Trustees and its agents, officers and employees shall not discriminate on the basis of gender, race, disabling conditions, age, color, religion, national origin, military status, or any other legally protected status in making decisions regarding employees.

TEACHER

SALARY SCHEDULE

2020-2021

**SPRING INDEPENDENT SCHOOL DISTRICT
2020-21 CLASSROOM TEACHER-MEDIA SPEC-NURSE
ENTRY SCHEDULE**

Years of Experience	Step	Bachelor's Degree	Master's Degree	Doctorate Degree
0	1	56,500	57,500	58,500
1	2	56,700	57,700	58,700
2	3	56,900	57,900	58,900
3	4	57,100	58,100	59,100
4	5	57,300	58,300	59,300
5	6	57,500	58,500	59,500
6	7	57,700	58,700	59,700
7	8	57,900	58,900	59,900
8	9	58,100	59,100	60,100
9	10	58,300	59,300	60,300
10	11	58,500	59,500	60,500
11	12	58,700	59,700	60,700
12	13	58,900	59,900	60,900
13	14	59,377	60,377	61,377
14	15	59,937	60,937	61,937
15	16	60,503	61,503	62,503
16	17	61,077	62,077	63,077
17	18	61,652	62,652	63,652
18	19	62,236	63,236	64,236
19	20	62,825	63,825	64,825
20	21	63,420	64,420	65,420
21	22	64,021	65,021	66,021
22	23	64,628	65,628	66,628
23	24	65,241	66,241	67,241
24	25	65,860	66,860	67,860

Salary scale is for new hires only

Current employees will receive the increase approved by the Board of Trustees.

SPRING INDEPENDENT SCHOOL DISTRICT IMPLEMENTATION OF THE TEACHER SALARY SCHEDULES

INITIAL PLACEMENT OF NEW TEACHER ON ENTRY SALARY SCALE

Salaries are determined individually based on each person's creditable years of experience and credentials. If the entering teacher has more than 25 years of experience, the teacher will be placed at 25 years.

EXTENDED CONTRACT

Positions on a teacher salary scale

The base salaries listed on the salary schedule are paid for 187 calendar days. Positions that are contracted to work more than 187 days may compute their total base salary by dividing the annual base salary by 187 and multiplying by the number of days in the work calendar. Refer to the 2020-2021 Work Calendar for the number of days worked for each position. (See Stipend Salary Schedule for the length of stipend assignments and number of extra days paid.)

CREDIT FOR EXPERIENCE

Credit is given year for year for all previous teaching experience verified by the Texas Education Agency. In order to receive credit for a year of experience, a teacher must have taught at least 90 full days or 180 half days during that school year.

A teacher will not be paid for any years of experience until the signed service record(s) have been filed and approved in Human Resources. As soon as the service record(s) are approved, the salary is adjusted retroactive to the beginning of the current school year. Service records must be received on or before March 1st of each year in order to receive credit and retroactive pay.

Teachers who resign but return within six months of the resignation date will receive the same base salary plus the district increase.

Adjustments will be made on an individual basis to ensure that the teacher is not paid below the state minimum for years of experience.

CREDIT FOR EXPERIENCE-NURSES

Credit is given for all previous nursing experience that can be verified. If the nursing years were acquired in a school district, a teaching service record will be required. If nursing experience was acquired in a hospital or physician's office, a verification letter on company letterhead must be submitted with the following information: actual position, dates worked (to and from dates), a signature and contact number for verification. Information will be reviewed and credit for experience will be granted by Human Resources.

CREDIT FOR ADVANCED DEGREE(S)

A new teacher with a master's or doctorate degree in an appropriate field of study will receive the appropriate adjustment per the salary schedule for master's or doctorate degree.

If a teacher is awarded a higher degree after he/she has viewed the electronic annual notice of pay letter located in the employee's staff portal, an official transcript showing the date the degree was conferred and bearing the seal of the college or university conferring the degree, should be submitted to the Office of Human Resources and Human Capital Accountability by way of e-script directly from the university, postal mail or interoffice from the employee. The teacher will be awarded the appropriate salary increase based on the degree acquired. If the new teacher receives the higher degree in August, December or May, the salary shall be adjusted after the transcript is received, retroactive to the date the degree was conferred. Employees have 90 days from date of conferment to submit transcripts in order to receive retroactive pay for the academic year.

Credit is given for the advanced degree during the term of the contract year in which the conferred degree was submitted to Human Resources.

STATE MINIMUM SALARY SCHEDULE 2020-2021

Years of Experience Credited	Monthly Salary	Annual Salary (10 Month Contract)
0	3,366	33,660
1	3,439	34,390
2	3,510	35,100
3	3,583	35,830
4	3,735	37,350
5	3,888	38,880
6	4,041	40,410
7	4,183	41,830
8	4,317	43,170
9	4,444	44,440
10	4,563	45,630
11	4,677	46,770
12	4,785	47,850
13	4,885	48,850
14	4,981	49,810
15	5,071	50,710
16	5,157	51,570
17	5,237	52,370
18	5,314	53,140
19	5,386	53,860
20 and Over	5,454	54,540

TEACHER STIPEND

AND

SUPPLEMENTAL PAY

SCHEDULE

2020-2021

SPRING INDEPENDENT SCHOOL DISTRICT IMPLEMENTATION OF THE TEACHER STIPEND SCHEDULE

I. STIPENDS

Teachers who are assigned stipend duties (see Stipend Salary Schedule) may be eligible for a stipend amount as defined in the stipend salary schedule. Additional duties and responsibilities defined under the stipend criteria may be removed if the employee's performance is not satisfactory. The stipend assignment is not a contract assignment, carries no property interest and may be terminated with approval of the Superintendent or designee. If the stipend assignment is terminated, the stipend pay is also terminated.

Stipends are determined yearly based on certification and student enrollment; therefore, neither past nor future needs can be calculated, assumed, or predicted based on prior stipends granted. Future stipends cannot be assumed or predicted.

Employees will receive written communication noting the discontinuation of any stipend that is deemed to no longer be an essential need in furthering the mission of the Spring Independent School District no later than June 30th.

Principals must work with the Human Resources Department to ensure that employees serving in the same or similar roles receive the same stipend pay.

The Stipend Schedule is established to provide employees a stipend to compensate for one or more of the following responsibilities:

- Assigned services rendered beyond regular classroom teaching duties.
 - Additional time and expertise required to perform additional duties.
- A. The schedule provides an entry and maximum for athletic and performing and visual arts stipend amounts, not a range, to allow for differences in performance levels, expertise in the assigned field, and years of experience in the assigned areas and the required number of work days. An employee will be moved from entry to maximum at the recommendation of the appropriate director/supervisor/principal.
 - B. The schedule has a set amount for all other stipends. Employees are given the stipends per director/supervisor/principal approval.
 - C. Staff members required to work additional days beyond the regular teacher calendar are paid for extra days according to the Stipend Schedule.
 - D. Payment for assignments are included in the regular paycheck as provided for in the Stipend Schedule. There are some instances where the stipend amount will be paid out in a lump sum based on the job description criteria.

- E. These non-contractual assignments may be modified or discontinued at the discretion of the Superintendent or his designee at any time for any reason or no reason, at which time the stipend/supplemental compensation and additional days will be adjusted or discontinued.

II. IDENTIFIED SHORTAGE AREAS

Staff members in identified shortage areas may vary from year to year. If the employee elects to decline this assignment, the stipend will end.

Staff members in identified shortage areas will receive the stipend as follows:

- A. Employees must be assigned to be teaching in the designated shortage area (Teacher of Record) and hold a valid Texas standard certificate for the designated shortage area.
- B. Employees holding a valid Texas Certificate or license for the assignment will receive the stipend in the regular paycheck. Employees unable to complete the semester may be eligible to have payments prorated for days worked.
- C. Employees on a permit, license or who hold a probationary certificate through an Alternative Certification Program (ACP), shall receive the stipend upon completion of all requirements for the Standard Certificate, verified with the submission of necessary documentation once the standard certification has been posted. If requirements are completed and submitted at the end of the school year by June 30th, the employee shall be paid for each semester completed.
- D. To be eligible for the full stipend per day, a teacher shall teach 100% of the day (must be Teacher of Record) in the shortage area. To be eligible for half stipend per day, the teacher shall teach 50% of the day (must be Teacher of Record).
- E. Employees who qualify in two shortage areas will receive the highest stipend amount rather than multiple stipends.
- F. Employees are only allowed to receive one shortage area stipend.

STIPEND SCHEDULE EFFECTIVE JULY 1, 2020

ACADEMIC		
District Lead Counselor	ALL	2,500
Librarian Coordinator	ALL	5,000
Campus Webmaster	ES	1,000
GT Coordinator	ES	1,001
Team Leader-ES	ES	1,500
Computer Liaison - Elementary	MS	800
Computer Liaison - Secondary	MS	1,011
Department Chair	MS	2,500
Math Club-MS	MS	525
Nat Jr Honor Society-MS	MS	850
Student Activity Sponsor	MS	796
Student Council-MS	MS	527
Team Leader-MS	MS	1,500
Academic Team-HS	HS	2,500
Art Club-HS	HS	525
Department Chair	HS	2,500
Foreign Language Club	HS	525
Literary Magazine-HS	HS	1,200
Nat Honor Society-HS	HS	1,000
Newspaper-HS	HS	2,000
ROTC	HS	18,098
Science Olympiad Coach	HS	1,000
Senior Class Sponsor-HS	HS	2,000
Student Council-HS	HS	2,000
Team Leader-HS	HS	1,500
UIL Academic Coord-HS	HS	750
UIL Coach-HS	HS	697
Yearbook-HS	HS	3,000
ATHLETICS		
Field Maintenance	ALL	4,000
Asst Football Coach-MS	MS	6,963
Asst Track Coach-MS	MS	2,624
B Team Basketball Coach-MS	MS	1,906
B Team Volleyball Coach-MS	MS	1,919
Cheerleader Sponsor-MS	MS	3,675
Head Basketball Coach 7th-MS	MS	2,564
Head Basketball Coach 8th-MS	MS	3,200
Head Cross Country Coach-MS	MS	2,650
Head Football Coord-MS	MS	9,196
Head Track Coach-MS	MS	2,800
Head Volleyball Coach-MS	MS	2,879
Intramural Coach-MS	MS	2,116
1st Asst Football Varsity Coach-HS	HS	10,326
Asst Baseball Coach-HS	HS	5,486
Asst Basketball Coach-HS	HS	7,053
Asst Cheerleader Sponsor-HS	HS	9,230
Asst Football Coach-HS	HS	8,808

Asst Football Varsity Coach-HS	HS	10,009
Asst Golf Coach-HS	HS	4,746
Asst Soccer Coach-HS	HS	5,412
Asst Softball Coach-HS	HS	5,302
Asst Swim Coach-HS	HS	5,414
Asst Tennis Coach-HS	HS	5,438
Asst Track Coach-HS	HS	5,418
Asst Volleyball Coach-HS	HS	6,944
Football Coord-Def Varsity-HS	HS	9,729
Football Coord-Off Varsity-HS	HS	9,879
Head Baseball Coach-HS	HS	7,792
Head Basketball Coach-HS	HS	10,955
Head Cheerleader Sponsor-HS	HS	10,103
Head Cross Country Coach-HS	HS	5,326
Head Golf Coach-HS	HS	7,470
Head Soccer Coach-HS	HS	7,373
Head Softball Coach-HS	HS	7,407
Head Swim Coach-HS	HS	8,157
Head Tennis Coach-HS	HS	7,497
Head Track Coach-HS	HS	6,651
Head Volleyball Coach-HS	HS	10,667
Trainer-HS	HS	14,392

MISCELLANEOUS

Police Rank Supplement - 1833	ALL	1,833
Police Rank Supplement - 2500	ALL	2,500

PERFORMING ARTS

Asst Band Director-MS	MS	6,326
Asst Choral Director-MS	MS	4,871
Drama-MS	MS	1,675
Head Band Director-MS	MS	11,497
Head Choral/Music-MS	MS	6,399
Speech-MS	MS	1,590
1st Asst Band Director-HS	HS	16,637
2nd Asst Band Director-HS	HS	15,596
Asst Choral Director-HS	HS	8,278
Asst Drill Team-HS	HS	5,839
Debate-HS	HS	6,579
Drama-HS	HS	6,188
Drill Team-HS	HS	12,671
Head Band Director-HS	HS	22,226
Head Choral Director-HS	HS	11,857
Speech-HS	HS	7,418

These numbers represent the stipend amounts for the above positions
effective July 1, 2020

**SPRING INDEPENDENT SCHOOL DISTRICT
STIPEND SCHEDULE
SPED and MISCELLANEOUS**

POSITION	AMOUNT
SPECIAL EDUCATION	
Speech Therapist	
Bachelor-TEA certified	\$1,050
Bachelor-Licensed	\$2,100
Masters-No CCC-TEA certified	\$3,100
Masters-CCC	\$4,150
Speech Language Pathologist Supervisor	\$500

ALL LEVELS/MISC

District Lead Counselor	\$5,000
District Librarian Coordinator (1)	\$5,000
ACP Mentor Teacher	set by university/program
Cooperating Teacher - Student Teacher	\$100 per semester-full time assignment \$50 per semester- partial assignment
In-School Suspension (ISS) (all levels, as needed-teachers)	\$30/hour
Screening - Pre-K/K/ESL/ Bilingual (elementary)	\$20/hour
Duties that do not require direct service with students	\$20/hour
Tutor-Direct Service with students (instructional interaction only)	\$30/ho

SPRING INDEPENDENT SCHOOL DISTRICT STIPEND PAY SCHEDULE

ESL Teacher PK-5 -Elementary (5-14 ELLs)	\$1000 per year \$500 1 st Semester-December \$500 2 nd Semester-June
ESL Teacher – PK-5 Elementary (15 or more ELLs)	\$1500 per year \$750 1 st Semester-December \$750 2 nd Semester-June
ESL Teacher – 6-12 Secondary (5-49 ELLs)	\$1000 per year \$500 1 st Semester-December \$500 2 nd Semester-June
ESL Teacher – 6-12 Secondary (50 or more ELLs)	\$2000 per year \$1000 2 nd Semester-December \$1000 2 nd Semester-June
Campus Arts Integration Liaison (CAIL)	\$1200 per year \$600 1 st Semester-December \$600 2 nd Semester -June
Campus Testing Coordinator	\$1500 per year \$750 1 st Semester-December \$750 2 nd Semester-June
Campus Instructional Technology-Elementary	\$1000 per year \$500 1 st Semester-December \$500 2 nd Semester-June
Campus Instructional Technology-Secondary	\$1500 per year \$750 1 st Semester-December \$750 2 nd Semester-June
CTE Coach-Advertisement and Statistics	\$200 per game
CTE Coach-Cameras	\$200 per game
CTE Coach-Graphics	\$200 per game

**SPRING INDEPENDENT SCHOOL DISTRICT
IDENTIFIED SHORTAGE AREA STIPENDS**

IDENTIFIED SHORTAGE AREAS	AMOUNT
Bilingual (<i>elementary only</i>)	\$4,200
LOTE (Language Other Than English)	\$3,000
Math (<i>secondary only</i>)	\$3,000
Science (<i>secondary only</i>)	\$3,000
Special Education	
Adaptive Behavior	\$2,000
Structured Learning (PPCD)	\$2,000
CASE	\$2,000
Visually Impaired	\$2,000
Speech Language Assistant	\$2,000
Speech Language Pathologist	\$4,000
Bilingual Speech Language Assistant	\$4,000
Bilingual Speech Pathologist	\$5,000
Diagnostician/LSSP	\$4,500
Bilingual Diagnostician/LSSP	\$5,000
Lead Nurse	\$2,000

ADMINISTRATIVE

INSTRUCTIONAL

SALARY SCHEDULE

2020-2021

IMPLEMENTATION OF ADMINISTRATIVE INSTRUCTIONAL AND MANAGEMENT SALARY SCHEDULES

INITIAL PLACEMENT OF NEW EMPLOYEES ON PAY SCALE

Salaries are determined by each person's direct or related years of experience and credentials with the exception of the positions with a fixed salary:

- Chief
- Officer
- Assistant Superintendent
- Executive Director
- Principal

STIPENDS

Diagnosticians, Licensed Specialists in School Psychology, Speech Language Assistants/Pathologists, and District Lead Counselors are the only professionals paid on the administrative pay schedule who receive stipends for their roles. The stipends are paid over 24 pay periods and paid each year once the Board approves continuation of the stipends. (See Stipend Salary Schedule)

CAR ALLOWANCES

Car allowances are established based on the need per the position. Car allowances are only extended to exempt employees. When a position becomes vacant, assessment of the need for a car allowance can be evaluated at that time. For staffed positions to receive a car allowance, the department must show evidence of need by submitting the mileage driven by the incumbent during the previous year to the Chief of Human Resources and Human Capital Accountability and the Chief of Financial Services for final approval.

CELL ALLOWANCES

Factors for departments to consider when submitting the request for cell phone allowance. The request must include the need to keep in contact with the employee, the critical level of need for immediate communication, and the impact to school operations when the individual cannot be reached and be submitted to the Chief of Human Resources and Human Capital Accountability and the Chief of Financial Services for final approval.

SIGN ON BONUS RELOCATION REIMBURSEMENT

The Superintendent of Schools has the discretion to offer a one-time sign-on bonus or relocation reimbursement not to exceed \$5,000. If the employee leaves before one year of service is completed, 50% of the amount must be repaid. For relocation reimbursement, the receipts must be provided prior to the funds being paid.

PROMOTION/RECLASSIFICATION

Professional or administrative staff promoted, or whose positions are reclassified, will be placed on the salary schedule at the appropriate pay grade.

NON-DUTY DAYS

The number of non-duty days shall be based on the difference between the number of annual work days established in the respective work calendar, the number of holidays scheduled on the respective work calendar, and the number of contract days specified in the employee's annual contract.

Employees on leave are not able to use non-duty days while on an approved leave i.e. FML, TDL or TML. The payroll administrator will use the available leaves days when paying employees for days to be used on leave.

Non-duty days for exempt employees shall be used during the employment year and shall not be carried forward from one year to the next. Exempt employees may request the use of non-duty days beyond the employment year. Such requests must be made on or before June 30th and must be approved by the Superintendent or designee. Use of non-duty days beyond the contract year may only occur during July and August.

FLOATING DAYS

Cabinet members receive a fixed number of floating days that may be used at any time during the year over and above other paid time off. Such days do not accrue and are not paid out at the time of separation from the district.

Directors or above hired after July 15th will receive up to 5 floating days, depending on their start date.

CREDIT FOR ADVANCED DEGREE(S) ONLY GIVEN TO THOSE ON TEACHER SALARY SCALE

Employees who are not on the teacher salary scale are not eligible for additional compensation once a higher degree is conferred. Only employees on the teacher salary scale receive additional compensation for advanced degree(s)

2020-2021 Administrative / Instructional Pay Plan
Spring ISD

Pay Grade	Job Title	Calendars	Minimum	Midpoint	Maximum	
1			Daily	\$265.66	\$320.00	\$374.34
	Registrar	226	187 Days	49,678	59,840	70,002
	Specialist-Campus Academic	226	226 Days	60,039	72,320	84,601
	Speech Language Pathologist Assistant	187				
2			Daily	\$310.75	\$374.40	\$438.05
	Academic Advisor	203	187 Days	58,110	70,013	81,915
	Academy Leader	187	189 Days	58,732	70,762	82,791
	Assistive Technology Facilitator	226	192 Days	59,664	71,885	84,106
	ASAP-Learning Specialist	197	195 Days	60,596	73,008	85,420
	Athletic Trainer	207	196 Days	60,907	73,382	85,858
	Behavior Specialist -Mental Health	187	197 Days	61,218	73,757	86,296
	Behavior Specialist Sped	187	198 Days	61,529	74,131	86,734
	Behavior Specialist Sped ID	187	203 Days	63,082	76,003	88,924
	Behavior Specialist-RTI	187	206 Days	64,015	77,126	90,238
	Campus Testing Coordinator	187,192,203	207 Days	64,326	77,500	90,676
	Color Guard	195	212 Days	65,879	79,373	92,867
	Coordinator- Research and Program Evaluation	226	219 Days	68,054	81,994	95,933
	Coordinator-Special Programs	197	226 Days	70,230	84,614	98,999
	Counselor-ES	187				
	Counselor-HS	212				
	Counselor-MS	196, 203				
	Counselor-Substance Abuse	203				
	CTE Academy Specialist	189, 195				
	Curriculum Specialist	226				
	Development Specialist Coach-CTE	212				
	Development Specialist Coach-ELL	197				
	Digital Learning Coach-SCE	197				
	Development Specialist-Sped	197				
	Digital Learning Coach-Title	197				
	Diagnostician	198				
	ELL Specialist	187				
	Facilitator-Prof Dev Title	197, 226				
	HS-Science Curriculum Coach	187				
	IEP Specialist-Idea B	197				
	In Home Parent Trainer	198				
	Instructional Specialist-TI	187				
	Lead Counselor-HS	219				
	Lead Nurse	195				
	Learning Specialist (Vir)	187				

Literacy Coach-TI	187
LSSP	198
Math Coach-SCE	187
Program Coord-Intl Baccalaureate	203
Program Facilitator-Sped	192
Speech Language Pathologist (SLP)	192
SLP Assistive Tech-Comm Coach	192
SLP Bilingual Assessment	192
SLP Idea B	192
SLP PPCD Assessment	192
Specialist GT	226
Specialist-Academic Completion	197
Specialist-CTE Program P1	226
Specialist-CTE Program P2	226
Specialist-CTE Technology	226
Specialist-Eng Learners Secondary	226
Specialist-IEP	197
Specialist-Instruct Prog-TI	197
Specialist-Orientation/Mobility	187
Specialist-Spanish Lang Art	226
Specialist-Sped Instructional Resource	226
Specialist-Sped Compliance	197
Specialist-Transition	206
Student Support Specialist	197
TLC Coordinator	187

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Audiologist	192
Coordinator-Arts Integration	226
Coordinator-Sped Compliance	226
Coordinator-Site 21st CCLC	226
Coordinator-504/Dyslexia	226
Coordinator-College and Career Readiness	226
Coordinator-CTE	226
Coordinator-Data Quality & Online Assessment	226
Coordinator-Educational Diagnostician	226
Coordinator-Homebound/ESY	226
Coordinator-LSSP	226
Coordinator-Mental Health	226
Coordinator-Multilingual	226
Coordinator-Parent Practice	226
Coordinator-PE	226
Coordinator-Pregnancy Related Services	226
Coordinator-P-Tech	226
Coordinator-RTI (Academic)	226
Coordinator-SLP	226
Coordinator-Special Education	226

Daily	\$329.39	\$396.86	\$464.33
192 Days	63,243	76,197	89,151
211 Days	69,501	83,737	97,974
226 Days	74,442	89,690	104,939

Coordinator-Student Assessment	226
Coordinator-Technology	226
Coordinator-Transition 18+	226
Coordinator-Visual Art	226
Lead Development Specialist	226
Specialist-Instructional Technology	226

4	
Asst Dir-Performing and Visual Arts	226
Asst Principal-ES	207
Asst Principal-HS	212
Dir-Project-21st CCLC	226
Dir- Advanced Academics	226
Dir-Instructional Technology	226
Dir-Research & Data Analysis	226
Program Manager LOTE	226
School Data and Assessment Manager	226
Virtual School and ASAP School Administrator	226

Daily	\$349.16	\$420.67	\$492.18
207 Days	72,276	87,079	101,881
212 Days	74,022	89,182	104,342
226 Days	78,910	95,071	111,233

5	
Assoc Principal-MS	226
Coordinator-HS Athletic	226
Dir-Accountability	226
Development Specialist-Principal	226
Dir-Guidance and Counseling	226
Dir-Multilingual Programs	226
Dir-Sped Accountability and Assessment	226
Dir-Sped Services and Support	226

Daily	\$394.55	\$475.36	\$556.17
226 Days	89,168	107,431	125,694

6	
Assoc Principal-HS	226
Asst Dir-Athletics	226
Dir-Career and Technology Education	226
Dir-Curriculum and Instruction ES, MS, HS	226
Dir-Mental Health and Related Services	226
Dir-Performing and Visual Arts	226
Principal ES	226

Daily	\$434.01	\$522.90	\$611.79
226 Days	98,086	118,175	138,265

7	
Dir-Athletics	226
Exec Dir-Professional Learning	226
Exec Dir-Special Education	226
Exec Dir-Teacher Development	226
Exec Dir-Workforce Development	226
Principal MS	226
Principal Resident	226
Project Mgr-Add'l Day School Year (ADSY) Grant	226

Daily	\$464.39	\$559.50	\$654.62
226 Days	104,952	126,447	147,944

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Principal HS	226
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Daily	\$515.47	\$621.05	\$726.63
226 Days	116,496	140,357	164,218

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Asst Supt-Curriculum Instruction	226
Asst Supt-HS	226
Asst Supt-PK-8	226
Asst Supt-Research and Student Success Measures	226
Asst Supt-Student Support Services	226

Daily	\$572.18	\$689.37	\$806.56
226 Days	129,313	155,798	182,283

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Chief Academic Officer	226
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Daily	\$606.51	\$730.73	\$854.95
226 Days	137,071	165,145	193,219

ADMINISTRATIVE

MANAGEMENT

SALARY SCHEDULE

2020-2021

**2020-2021 Administrative Management Pay Plan
Spring ISD**

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum	
1							
	Advisor-Special Populations	226	Daily		\$219.95	\$265.00	\$310.05
	Area Supervisor-CNS	226	226	Days	49,709	59,890	70,071
	Buyer I	226					
	Coord-Support Serv-Work Order Adm	226					
	Graphic Artist	226					
	Specialist-Access Control	226					
	Specialist-Finance	226					
	Specialist-Grant Data & Compliance	226					
	Specialist-Parent Engagement	226					
2							
	Analyst-Fed and State Compliance	226	Daily		\$241.95	\$291.50	\$341.06
	Analyst-Human Resources Info	226	226	Days	54,681	65,879	77,080
	Asst Tax Collector	226	260	Days	62,907	75,790	88,676
	Buyer II-Maintenance	260					
	Communications Specialist	226					
	Coordinator-Accounting-CTE	226					
	Coordinator-Data	226					
	Coordinator-ER Mgmt & Safety	226					
	Coordinator-Project	226					
	Coordinator-Service Desk	226					
	Dietician	226					
	District Investigator	226					
	Recruiter-Substitutes	226					
	Specialist-Contract	226					
	Specialist-Electronic Media	226					
	Specialist-Marketing	226					
	Specialist-Staff Audit	226					
3							
	Accountant	226	Daily		\$290.33	\$349.80	\$409.27
	Budget Analyst	226	198	Days	57,485	69,260	81,035
	Coordinator-Accounting-SPED	226	226	Days	65,615	79,055	92,495
	Coordinator-CNS Operations	226					
	Coordinator-Compensation	226					
	Coordinator-Financial Services	226					
	Coordinator-Instruct Materials	226					
	Coordinator-Master Scheduler	226					
	Coordinator-Multimedia	226					
	Coordinator-Nutrit and Menu Plan	226					

Coordinator-Parent Engage LIFT 6	226
Coordinator-Title I Compliance	226
HR Business Partner-Other Ops	226
HR Bus Partner-Police, Tech, Subs	226
HR Business Partner-Schools	226
HR Generalist-CNS Talent Acquisition	226
HR General-Other Ops, Police, Tech	226
HR Generalist-Schools	226
Manager-Emergency Mgmt & Safety	226
Manager-Energy	226
Manager-Facility Safety	226
Manager-Records	226
Specialist-Family Engagement	226
Specialist-Web	226
State Reporting Analyst	226
Supervisor-Accounts Payable	226
Supervisor-Chef and Production	226
Supervisor-Payroll	226
Transportation Administrator	226

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Asst Dir-CNS	226
Asst Dir-Transportation	226
Dir-Maintenance	226
Internal Auditor	226
Manager-Benefits	226
Manager-Budget	226
Manager-Employee Relations	226
Manager-HR Business Services	226
Manager-Police Telecommunications	226
Manager-Talent and Acquisition	226
Police Lieutenant	240
Project Manager	226
Senior Accountant	226

Daily		\$316.46	\$381.28	\$446.10
226	Days	71,520	86,169	100,819
240	Days	75,950	91,507	107,064

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Dir-Distribution Services	226
Dir-Nursing	226
Dir-Parent Engagement	226
Dir-Performance Management	226
Dir-Purchasing	226
Dir-Safety and Risk Management	226
Dir-Strategic Innovation	226
Dir-Student Information System	226

Daily		\$363.93	\$438.47	\$513.01
226	Days	82,248	99,094	115,940

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Dir-Accounting	226
Dir-Applications Support	226

Daily		\$436.71	\$526.16	\$615.61
226	Days	98,696	118,912	139,128

Dir-Board Services	226
Dir-Child Nutrition	226
Dir-Community Engagement	226
Dir-Compensation and Benefits	226
Dir-Data Management & Compliance	226
Dir-Finance	226
Dir-Financial Information System	226
Dir-Financial Operations	226
Dir-Infrastructure	226
Dir-Operations	226
Dir-Strategic Innovation	226
Dir-Student Affairs	226
Dir-Technical Support Services	226
Dir-Transportation	226
Tax Collector	226

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Asst General Counsel	226
Exec Dir-Community Engagement	226
Exec Dir-Family Engagement	226
Exec Dir-Performance Management	226
Exec Dir-Planning and Construction	226
Exec Dir-Procurement	226

Daily	\$502.22	\$605.08	\$707.94
226 Days	113,502	136,748	159,994

8

Asst Supt-Fed & State Compliance	226
Asst Supt-Communications	226
Asst Supt-Human Capital Acctbilty	226
Asst Supt-Human Resources	226
General Manager-Operations	226

Daily	\$532.35	\$641.38	\$750.41
226 Days	120,311	144,952	169,593

9

Chief of Police	226
Officer-Information Technology	226

Daily	\$564.28	\$679.86	\$795.44
226 Days	127,527	153,648	179,769

10

Chief of Financial Services	226
Chief of HR and Human Capital	226
Chief of Innovation and Comms	226
Chief Innovation and Equity Officer	226
Executive Chief of District Operations	226
General Counsel	226

Daily	\$606.51	\$730.73	\$854.95
226 Days	137,071	165,145	193,219

INFORMATION

TECHNOLOGY

SALARY SCHEDULE

2020-2021

IMPLEMENTATION OF INFORMATION TECHNOLOGY SALARY SCHEDULE

INITIAL PLACEMENT OF NEW EMPLOYEES ON PAY SCALE

Salaries are determined by each person's direct or related years of experience and credentials.

SIGN ON BONUS /RELOCATION REIMBURSEMENT

The Superintendent of Schools has the discretion to offer a one-time sign-on bonus or relocation reimbursement not to exceed \$5,000. If the employee leaves before one year of service is completed, 50% of the amount must be repaid. For relocation reimbursement, the receipts must be provided prior to the funds being paid.

CREDIT FOR EXPERIENCE

Credit is given year for year for the experience in the actual position.

CREDIT FOR ADVANCED DEGREE (S) ONLY GIVEN TO THOSE ON TEACHER SALARY SCALE

Employees who are not on the teacher salary scale are not eligible for additional compensation once a higher degree is conferred. Only employees on the teacher salary scale receive additional compensation for advanced degree(s).

CAR ALLOWANCES

Car allowances are established based on the need per the position. Car allowances are only extended to exempt employees. When a position becomes vacant, assessment of the need for a car allowance can be evaluated at that time. For staffed positions to receive a car allowance, the department must show evidence of need by submitting the mileage driven by the incumbent during the previous year to the Chief of Human Resources and Human Capital Accountability and the Chief of Financial Services for final approval.

CELL ALLOWANCES

Factors for departments to consider when submitting the request for cell phone allowance. The request must include the need to keep in contact with the employee, the critical level of need for immediate communication, and the impact to school operations when the individual cannot be reached and be submitted to the Chief of Human

Resources and Human Capital Accountability and the Chief of Financial Services for final approval.

PROMOTION/RECLASSIFICATION

Professional staff promoted, or whose positions are reclassified, will be placed on the salary schedule at the appropriate pay grade.

NON-DUTY DAYS

The number of non-duty days shall be based on the difference between the number of annual work days established in the respective work calendar, the number of holidays scheduled on the respective work calendar, and the number of contract days specified in the employee's annual contract.

Employees on leave are not able to use non duty days while on an approved leave i.e. FML, TDL or TML. The payroll administrator will use the available leaves days when paying employees for days to be used on leave.

Non-duty days for exempt employees shall be used during the employment year and shall not be carried forward from one year to the next. Exempt employees may request the use of non-duty days beyond the employment year. Such requests must be made on or before June 30th and must be approved by the Superintendent or designee. Use of non-duty days beyond the contract year may only occur during July.

2020-2021 Information Technology Pay Plan
Spring ISD

Pay Grade	Job Title	Calendars			Minimum	Midpoint	Maximum
1							
Technician-Service Desk Support			260	Hourly	\$19.09	\$23.00	\$26.91
			260 Days		39,707	47,840	55,973
2							
Educational Technologist			226	Hourly	\$25.13	\$30.28	\$35.43
Technician I-Audio Video Support			226	226 Days	45,435	54,746	64,057
3							
Specialist-Campus Technology			226	Hourly	\$30.10	\$36.26	\$42.42
Specialist-Security Camera			226	226 Days	54,421	65,558	76,695
Specialist-Telecomms Support			226				
4							
Campus Support Manager			226	Daily	\$284.10	\$342.29	\$400.48
Data Security Analyst			226	226 Days	64,207	77,358	90,508
Financial Information System Analyst			226				
Student Services Analyst			226				
Webmaster			226				
5							
Specialist-Network Infrastructure			226	Daily	\$326.71	\$393.63	\$460.55
Specialist-Systems Engineer			226	226 Days	73,836	88,960	104,084
Specialist-Telecomms Infrastructure			226				
6							
Senior Financial Info System Analyst			226	Daily	\$365.92	\$440.87	\$515.82
Senior Information Security Engineer			226	226 Days	82,698	99,637	116,575
Senior Programmer Analyst			226				
Senior Programmer			226				
Senior Systems Engineer			226				
Senior Technology Analyst			226				

PARAPROFESSIONAL

SALARY SCHEDULE

2020-2021

SPRING INDEPENDENT SCHOOL DISTRICT IMPLEMENTATION OF THE PARAPROFESSIONAL SALARY SCHEDULE

INITIAL PLACEMENT OF NEW EMPLOYEES

Salaries are determined by each person's direct or related years of experience and credentials. If a new hire entering a paraprofessional position has more than 15 years of experience, the paraprofessional may be placed at the midpoint on the salary schedule.

CREDIT FOR EXPERIENCE

Service records and resumes will be reviewed and verified for work history. Salary will be based on each person's direct and related years of experience and credentials.

A paraprofessional will not be paid for any state years of experience until the signed service record(s) have been filed and approved in the Office of Human Resources and Human Capital Accountability. As soon as the service record(s) are approved, the salary is adjusted retroactive to the beginning date of employment. The employee must submit service records on or before the last day of the semester hired to receive retroactive pay at the beginning of the following semester.

Employees who resign but return within six months of the resignation date will receive the same base salary as when they left the district, if in the same position.

CREDIT FOR ADVANCED DEGREE(S) ONLY GIVEN TO THOSE ON TEACHER SALARY SCALE

Employees who are not on the teacher salary scale are not eligible for additional compensation once a higher degree is conferred. Only employees on the teacher salary scale receive additional compensation for advanced degrees.

PROMOTION/RECLASSIFICATION

Paraprofessional staff promoted, or whose positions are reclassified, will be placed on the salary schedule at the appropriate pay grade.

If an instructional paraprofessional who has worked directly in the classroom becomes a teacher, and holds an educational certificate, up to two years of credit may be applied to the teacher salary.

NON-DUTY DAYS

Non-duty days only apply to non-exempt employees on work schedules of 226 days or higher.

The number of non-duty days shall be based on the difference between the number of annual work days established in the respective work calendar, the number of holidays scheduled on the respective work calendar, and the number of contract days specified in the employee's annual contract.

Employees on leave are not able to use non duty days while on an approved leave i.e. FML, TDL or TML. The payroll administrator will use the available leaves days when paying employees for days to be used on leave.

Non-duty days for non-exempt employees shall be used during the employment contract year and may not be carried forward past June 30th. Supervisors will work with nonexempt employees to ensure that non-duty days are used during the contract year.

Unused non-duty days

Non-duty days must be used by June 30th of each year or the non-exempt employee will lose them.

OVERTIME PAY

Paraprofessional employees cannot work overtime unless requested and approved by their supervisor.

Paraprofessional employees shall be paid one and one-half times their regular hourly rate for overtime in excess of 40 hours worked per week.

If overtime is worked in a week in which any paid absence occurs, the employee shall be paid at the regular rate until he/she has actually worked 40 hours.

When non-exempt/hourly employees perform two or more jobs at different pay rates on a regular basis, a weighted average rate must be calculated to determine the regular and overtime pay rates.

CHANGE IN PAY GRADE

A paraprofessional employee who elects to accept a position at a lower pay grade will have their salary adjusted based on the new pay grade. Adjustments will also be made if the number of days worked changes.

2020-2021 Paraprofessional Pay Plan
Spring ISD

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
1			Hourly	\$11.90	\$14.00	\$16.10
	Aide-Bilingual	187	187 Days	17,802	20,944	24,086
	Aide-Clerical I	187				
	Aide-Early Childhood Sped-Bilingual (ECSE)	187				
	Aide-Early Childhood Sped (ECSE)	187				
	Aide-English as a Second Language	187				
	Aide-Pre-Kindergarten	187				
	Aide-Pre-K Bilingual	187				
	Aide-Teacher	187				
	Hall Monitor	187				
2			Hourly	\$12.61	\$14.84	\$17.07
	Aide-Child Care Transportation	187	187 Days	18,865	22,201	25,537
	Aide-Electives	187	189 Days	19,066	22,438	25,810
	Aide-Library Media Specialist	189				
	Aide-Special Education	187				
3			Hourly	\$13.37	\$15.73	\$18.09
	Aide-Deafblind Intervener	187	187 Days	20,002	23,532	27,063
	Aide-Discipline Alternative Ed Program	187	195 Days	20,857	24,539	28,220
	Aide-Early Learning Academy	187	207 Days	22,141	26,049	29,957
	Aide-Office Flexed	187	226 Days	24,173	28,440	32,707
	Aide-PASS program	187				
	Aide-PBIA Program	187				
	Clerk-Clinic	187				
	Clerk-ESL	187				
	Clerk-General Office ES	187, 195				
	Clerk-Police	207				
	Clerk-Shop Transportation	226				
	Clerk-Special Education IEP	187				
	Clerk-Transportation	226				
	Receptionist-Admin Building	226				
	Receptionist-Campus ES	195				
	Receptionist-Campus HS	195, 226				
	Receptionist-Campus MS	195				
	Receptionist-CNS	187				
	Receptionist-Community Engagement	226				
	Receptionist-Police Command	226				
	Receptionist-Special Services	226				
	Specialist-Braille	187				

4	
Admin Asst	207
Aide-18+	187
Aide-Adaptive Behavior	187
Aide-CASE Program	187
Aide-Clerical II	187
Aide-Early Child Sped-Self Contained (ECSE)	187
Aide-EC Sped-Self Contained Bil (ECSE)	187
Aide-SILC	187
Assoc Principal Secretary-HS	226
Asst-Registrar	219
Clerk-Attendance/Registration	201
Clerk-Attendance-HS	195
Clerk-Attendance-MS	207
Clerk-CNS Personnel	226
Clerk-Records	226
Coordinator-Travel	226
Home Instructor I	187
Manager-Child Care Transportation	187
Secretary-Asst Principal	195
Secretary-CNS Supervisor	207
Secretary-Counselor HS	195
Sped Resources Specialist-SERS	226
Student Information Mgmt. System-SIMS	226
Vocational Trainer	187

Hourly		\$14.17	\$16.67	\$19.17
187	Days	21,198	24,938	28,678
195	Days	22,105	26,005	29,905
201	Days	22,785	26,805	30,825
207	Days	23,466	27,606	31,746
219	Days	24,826	29,206	33,586
226	Days	25,619	30,139	34,659

5	
Clerk-Athletics	207
Clerk-Budget	226
Clerk-CNS Federal Programs	207
Clerk-Human Resources	226
Clerk-Multilingual Programs Data	226
Clerk-Payroll/Rental-Operations	226
Clerk-Performing/Visual Art	226
Clerk- CNS Purchasing	226
Clerk-Safety & Risk Management	226
Clerk-Student Info Management System	226
Clerk-Translator/Interpreter	207
Mail Clerk	226
Receptionist-Admin Building Lead	226
Registration Clerk VH/EC	226

Hourly		\$15.02	\$17.67	\$20.32
207	Days	24,873	29,262	33,650
226	Days	27,156	31,947	36,739

6	
Home Instructor II	187
Secretary-Academics Dept	226
Secretary-Assoc Principal-Ninth Grade Ctr	226
Secretary-Dir Accountability & Assessment	226

Hourly		\$15.92	\$18.73	\$21.54
187	Days	23,816	28,020	32,224
226	Days	28,783	33,864	38,944
240	Days	30,566	35,962	41,357

Secretary-Dir CNS	226
Secretary-Dir Communications	226
Secretary-Dir Counseling	226
Secretary-Dir CTE	226
Secretary-Dir Multilingual	226
Secretary-Dir Nursing	226
Secretary-Dir Operations	240
Secretary-Dir Performing Arts	226
Secretary-Dir Project 21st CCLC	226
Secretary-Dir Safety & Risk	226
Secretary-Dir Special Education	226
Secretary-Dir Transportation	226
Secretary-Internal Auditor	226
Secretary-Maintenance	240
Secretary-Principal ES	226
Secretary-Principal MS	226
Secretary-Tax Office	226
Payroll Clerk-Transportation	226

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LVN	195
Accounting Coordinator-Athletics	226
Accounts Payable Clerk	226
Admin CNS Bookkeeper	226
Bookkeeper-Tax Office	226
Clerk-Sped Management System (SEMS)	226
Secretary-Dir Academic Support	226
Secretary-Dir Athletics	226
Secretary-High School	226
Secretary-Exec Dir	226
Secretary-Exec Dir Special Education	226
Secretary-School Health Related Services	226
Specialist-Benefits and Leaves	226
Specialist-Certification	226
Specialist-Compensation	226
Specialist-Construct & Energy Accounting	226
Specialist-Distribution	226
Specialist-Employee Relations & Investig	226
Specialist-Fixed Assets	226
Specialist-Federal and State Compliance	226
Specialist-Human Capital Accountability	226
Specialist-HR Records	226
Specialist-Payroll Benefits	226
Specialist-Payroll Classified/Substitutes	226
Specialist-Payroll Data Entry	226
Specialist-Payroll Leaves and Resignation	226
Specialist-Police Division	226
Specialist-Print Shop	226

Hourly	\$21.01	\$24.72	\$28.43
195 Days	32,760	38,064	43,384
226 Days	37,698	44,115	50,280

Specialist-Records Management	226
Specialist-Safety	226
Specialist-Student Data	226
Specialist-Textbook Inventory	226

8

Exec Sec-Asst Supt -Communications	226
Exec Sec-Asst Supt-Curriculum & Instruct	226
Exec Sec-Asst Supt-Fed & State Compliance	226
Exec Sec-Asst Supt-HS	226
Exec Sec-Asst Supt-Human Capital Acctblty	226
Exec Sec-Asst Supt- HR Services	226
Exec Sec.-Asst Supt-PK-8	226
Exec Sec-Asst Supt-Research-Stu Suc Meas	226
Exec Sec-Asst Supt-Student Support Servs	226
Exec Sec-General Manager Operations	226

Hourly	\$22.48	\$26.45	\$30.42
226 Days	40,644	47,822	54,999

9

Analyst-PEIMS	226
Coordinator-Payroll	226
Coordinator-Planning	226
Exec Admin Asst-Dir Board Services	226
Exec Admin Asst-Asst. General Counsel	226
Exec Admin Asst-Chief of Police	226
Exec Admin Asst-Information Technology	226

Hourly	\$25.18	\$29.62	\$34.06
226 Days	45,525	53,553	61,580

10

Bilingual Comms Specialist/Graphic Design	226
Bilingual Communication Specialist	226
Exec Asst-Chief Academic Officer	226
Exec Asst-Chief Innovation & Equity Officer	226
Exec Asst-Chief of Financial Services	226
Exec Asst-Chief of HR and Human Capital	226
Exec Asst-Chief of Innovation & Comms	226
Exec Asst-Executive Chief of District Ops	226
Exec Asst-General Counsel	226
Translator	226

Hourly	\$27.30	\$32.79	\$37.66
226 Days	49,358	59,284	68,089

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Exec Asst-Supt of Schools	226
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Hourly	\$29.71	\$34.95	\$40.19
226 Days	53,716	63,190	72,664

AUXILIARY

SALARY SCHEDULE

2020-2021

SPRING INDEPENDENT SCHOOL DISTRICT IMPLEMENTATION OF THE AUXILIARY AND POLICE SALARY SCHEDULES

INITIAL PLACEMENT ON SALARY SCHEDULE

Salaries are determined by each person's direct or related years of experience and credentials. The classified employee should refer to the appropriate pay grade for the position. If the entering classified employee has more than 15 years of experience, the classified employee may be placed at the midpoint on the salary schedule.

SCHOOL DISTRICT EXPERIENCE

Service records and resumes will be reviewed for work history. Salary will be based on each person's direct and related years of experience and credentials.

An employee will not be paid for any state years of experience until the signed service records have been filed and approved in the Office of Human Resources and Human Capital Accountability. As soon as the service records are approved, the salary is adjusted retroactive to the beginning date of employment. The employee must submit service records on or before the last day of the semester hired in order to receive retroactive pay at the beginning of the next semester.

Classified staff who resign but return within six months of the resignation date will receive the same hourly rate as when they left the District.

RELATED WORK EXPERIENCE

Classified employees will be awarded one-year credit for each year of previous full-time job work experience in the exact or similar capacity up to a maximum of 15 years. If the experience is related, every three years will count as one year of credit, i.e., three years of fast food experience will count as one year towards salary credit.

Previous full-time job-related work experience shall be verified by the department director and approved in the Office of Human Resources and Human Capital Accountability. Verification must be on the Spring ISD Verification of Previous Experience form available in the respective departments. As soon as the verification form is approved, the salary will be adjusted retroactive to the beginning date of employment for the current contract year.

CREDIT FOR ADVANCED DEGREE(S) ONLY GIVEN TO THOSE ON TEACHER SALARY SCALE

Employees who are not on the teacher salary scale are not eligible for additional compensation once a higher degree is conferred. Only employees on the teacher salary scale receive additional compensation for advanced degree(s).

CELL ALLOWANCES

Factors for departments to consider when submitting the request for cell phone allowance. The request must include the need to keep in contact with the employee, the critical level of need for immediate communication, and the impact to school operations when the individual cannot be reached.

PROMOTION/RECLASSIFICATION

Classified employees who are promoted or whose positions are reclassified will be placed on the salary schedule at the appropriate pay grade and years of experience.

OVERTIME PAY

Paraprofessional and classified employees cannot work overtime unless requested and approved by their supervisor.

Employees shall be paid or receive compensatory time at one and one-half times their regular hourly rate for overtime in excess of 40 hours worked per week. Employees cannot accrue more than 60 hours of compensatory time per year.

If overtime is worked in a week in which a paid holiday or any paid absence occurs, the employee shall be paid at the regular rate until he/she has actually worked 40 hours.

If a classified employee works two separate but like jobs in the same work week for which different rates of pay have been established, he/she shall be paid overtime as follows:

- Off-duty classified employees called to check facilities will be paid for a minimum of two (2) hours except for those on exempt status.
- Non-exempt classified employees who work on a part-time basis for the District, solely at their discretion and without coercion, in a capacity differing from their regular employment shall be paid at the rate established for the second job. The hours worked in the second job shall be paid at straight time, not time and one-half.

- Hours are not combined for overtime purposes.
- Example: If a custodian works as a ticket taker at a football game, he/she will be paid the rate established for a ticket taker.

If a non-exempt classified employee works in excess of 40 hours in a work week, including hours worked in a similar part-time job at a different rate of pay, the two rates are averaged.

PAID VACATION

Full-time 260-day classified staff will earn and accumulate paid vacation days according to Board Policy DED.

Eligibility

Paid vacation shall be provided for at-will full-time 260-day classified employees on the following basis.

Accrual

Accrual of paid vacation days shall begin immediately if the employee is employed prior to the 15th of the month or on the first day of the next month if the employee is employed on or after the 15th of the month.

Vacation credit shall be earned on the following basis

For the first seven years of continuous service with the District, paid vacation shall be earned at the rate of 0.833 of a day for each month of service, up to an annual maximum of ten days.

For eight through 15 years of continuous service with the District, paid vacation shall be credited at the rate of 1.25 days for each month of service, up to an annual maximum of 15 days.

For 16 or more years of continuous service with the District, paid vacation shall be credited at the rate of 1.666 days for each month of service, up to an annual maximum of 20 days.

Not more than 60 days of unused paid vacation may be carried forward from one year to the next. Unused days in excess of the maximum shall be lost.

Use of accrued vacation time

Use of accrued paid vacation days shall not be allowed until one year after the date of employment. Usage of paid vacation shall be subject to approval by the immediate supervisor.

Reimbursement for unused accrued vacation time

At the time of retirement or termination, the employee shall be compensated for all unused paid vacation days at the employee's current daily rate of pay.

Grandfathered staff

Employees hired prior to July 1, 1992, shall suffer no loss of accrued vacation days earned before that date.

PAID HOLIDAYS

Full-time 260-day classified staff will be eligible for paid holidays as listed on District calendars.

NON-DUTY DAYS

Non-duty days only apply to non-exempt employees on work schedules of 226 days or higher.

The number of non-duty days shall be based on the difference between the number of annual work days established in the respective work calendar, the number of holidays scheduled on the respective work calendar, and the number of contract days specified in the employee's annual contract.

Employees on leave are not able to use non duty days while on an approved leave i.e. FML, TDL or TML. The payroll administrator will use the available leaves days when paying employees for days to be used on leave.

Non-duty days for non-exempt employees shall be used during the employment contract year and may not be carried forward past June 30th. Supervisors will work with nonexempt employees to ensure that non-duty days are used during the contract year.

Unused non-duty days

Non-duty days must be used by June 30th of each year or the non-exempt employee will lose them.

CHANGE IN PAY GRADE

Classified employees who elect to accept a position at a lower pay grade will have their salary adjusted to the new pay grade. Adjustments will also be made if the number of days worked changes.

POLICE STIPENDS AND CERTIFICATION PAY

Police Stipends

Corporals with the Police Department will receive a stipend in the amount of \$2500 for supervisory work and will still be paid overtime rate when hours exceed the 40-hour work week.

Police Certification Pay

Officers must provide a Certificate of Completion for the listed certifications from the Texas Commission on Law Enforcement to receive an additional \$100 per certificate per month:

- Intermediate Peace Officer \$100 each month
- Advanced Peace Officer \$100 each month
- Master Peace Officer \$100 each month

Payment will be received by the staff member on the monthly 25th paycheck.

2020-2021 Auxiliary Pay Plan
Spring ISD

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
1			Hourly	\$10.75	\$12.50	\$14.25
	Courier	260	240 Days	20,640	24,000	27,360
	Custodian	240, 260	260 Days	22,360	26,000	29,640
	Floater	260				
	Laundry Delivery Custodian	260				
	Technician-Floor	260				
2			Hourly	\$11.61	\$13.50	\$15.39
	Athletic Field Maintenance	260	180 Days	16,718	19,440	22,162
	Bus Attendant	186	185 Days	15,305	17,482	19,930
	Manager Training Asst	185	260 Days	24,149	28,080	32,011
	Custodian-Night Lock-Up	260				
	CNS Specialist-Grill Preparation	185				
	CNS Specialist-Preparation	185				
	CNS Specialist-Training	185				
	CNS Specialist-Vending	185				
	Stadium Groundskeeper	260				
3			Hourly	\$13.36	\$15.53	\$17.70
	Building Operator-Admin	260	188 Days	20,093	23,357	26,621
	Building Operator-ES	260	260 Days	27,789	32,302	36,816
	CNS Manager Trainee	188				
	Warehouse Driver	260				
4			Hourly	\$14.69	\$17.08	\$19.47
	Building Operator-MS	260	260 Days	30,555	35,526	40,498
	Equipment Repairman-Operations	260				
	Locksmith Apprentice	260				
	Painter/Carpenter Helper	260				
	Stockman Driver	260				
5				\$15.57	\$18.10	\$20.63
	Building Mechanic PM-HS	260	188 Days	23,417	27,222	31,028
	Building Mechanic-ES	260	207 Days	25,784	29,974	34,163
	Building Mechanic-MS	260	260 Days	32,386	37,648	42,910
	Building Operator-HS	260				
	Carpenter	260				
	Clerk-Receiving Services	260				
	CNS Manager-Catering	188				
	CNS Manager-ES	188				
	CNS Manager-Vending	207				

Equipment/Stockman Driver	260
Grounds Crew Leader	260
Maintenance Tech Assistant	260

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Building Operator-HS	260
CNS Manager-MS	188
Technician-Pest Control	260

Hourly	\$16.19	\$18.82	\$21.45
188 Days	24,350	28,305	32,261
260 Days	33,675	39,146	44,616

7	
Building Mechanic AM-HS	260
Building Coordinator-HS	260
Bus Driver	185
CNS Manager-Concessions	188
Drywall Finisher	260
CNS Lead Driver	260
Lead Painter	260
Leadman-Outbound Safety	260
Locksmith	260
Mechanic I	260
Porter	260
Auxiliary Bus Driver	186
Specialist-Video System-Transportation	226
Technician-HVAC	260

Hourly	\$17.32	\$20.14	\$22.96
180 Days	24,941	29,002	33,062
188 Days	26,049	30,291	34,532
226 Days	31,315	36,413	41,512
260 Days	36,026	41,891	47,757

8	
CNS Manager-HS	188
Mechanic II	260
Route Manager	226
Specialist-Supplemental Services-Transportation	226

Hourly	\$20.79	\$24.17	\$27.55
188 Days	31,268	36,352	41,435
226 Days	37,588	43,699	49,810
260 Days	43,243	50,274	57,304

9	
Technician-AV	260
Carpenter Journeyman	260
CNS Computer Technician	260
CNS Maintenance Technician	260
CNS Trainer	226
Electrician Journeyman	260
Technician-Energy Management	260
HVAC Mechanic	260
Mechanic III	260
Partsman	260
Plumber Journeyman	260
Specialist-Routing	226
Technician-Fire Alarm	260
Technician-Security Camera	260

Hourly	\$23.91	\$27.80	\$31.69
226 Days	43,229	50,262	57,296
260 Days	49,733	57,824	65,915

10	
District Stadium Operator	260
Foreman-Audio & Visual	260
Foreman-Carpentry	260
Foreman-Electrician	260
Foreman-Facility	260
Foreman-Distribution	260
Foreman-HVAC	260
Foreman-Plumber	260
Lead Trainer-Transportation	226
Ops PM Supervisor-Custodian Lead Person	260
Shop Supervisor-Transportation	260
CNS Supervisor- Maintenance & Equipment	260

Hourly	\$29.89	\$34.75	\$39.62
226 Days	54,041	62,828	71,633
260 Days	62,171	72,280	82,410

**SPRING INDEPENDENT SCHOOL DISTRICT
AUXILIARY SALARY SCHEDULE
SPECIAL RATES**

Bus Drivers Vocational Trainers (Secondary Teachers/Aides) Sub Driver	\$7.45 per hour \$17.32 per hour
Child Nutrition (only .50 per each position only one position at a time. Should not receive .50 twice) Manager Trainee Assistant Training Specialist	\$.50 added to hourly rate \$.50 added to hourly rate
Summer Help AV Equipment Cleaner Supervisor AV Equipment Cleaner Helper Textbook	\$8.95 per hour \$7.75 per hour \$7.45 per hour
Other Career Prep College Interns Non-Driving Transportation Part-time Student Crossing Guards Technology Part-time	\$ 7.45 per hour \$12.50 per hour \$10.00 per hour \$7.45 per hour \$12.00 per hour \$10.00 per hour
Tutors Tutors *Standard certification Part-time Tutors *No certification	\$30.00 per hour \$10.00 per hour
USTAR Program Substitute Tutoring	\$90 per a day \$20 per hour

POLICE

SALARY SCHEDULE

2020-2021

2020-2021 Police Pay Plan
Spring ISD

Pay Grade	Job Title	Calendars		Minimum	Midpoint	Maximum
P1			Hourly	\$17.68	\$20.80	\$23.92
	Police Dispatcher	260	226 Days	31,965	37,606	43,247
	Transportation Dispatcher	226	260 Days	36,774	43,264	49,754
P2			Hourly	\$21.50	\$24.62	\$27.74
	Lead Police Dispatcher	260	260 Days	44,720	51,210	57,700
	Security Guard	260				
P3			Hourly	\$23.87	\$28.08	\$32.29
	Police	260	260 Days	49,650	58,406	67,163
	Police K-9	260				
P4			Hourly	\$27.45	\$32.29	\$37.13
	Police Corporal	260	260 Days	57,096	67,163	77,230
	Police Detective	260				
P5			Hourly	\$31.56	\$37.13	\$42.70
	Police Sergeant	260	260 Days	65,645	77,230	88,816

SUBSTITUTE STAFF

SALARY SCHEDULE

2020-2021

SPRING INDEPENDENT SCHOOL DISTRICT SUBSTITUTE STAFF SALARY SCHEDULE

Substitute employees are called on an as-needed basis to fill positions when regular employees are unable to report for duty. When school is not in session, instructional substitutes will not be called. (See Annual Instructional Calendar)

- A. The position of substitute employee is an at-will, part-time, non-contract position subject to call based on the annual calendar. There is no guarantee of daily employment.
- B. Substitute employees are covered by the District Liability and Workers' Compensation Insurance.
- C. All substitute employees are eligible for the district's medical insurance; however, the district does not contribute towards the monthly premium. The premium is 100% the substitute employee's responsibility.
Please contact the Office of Human Resources and Human Capital Accountability for more information.
- D. As required in the Federal Omnibus Reconciliation Act of 1990, participation in FICA & Social Security or an Alternate Retirement Plan is required as a condition of employment of substitute staff.
- E. Supervisors will receive a budget for substitutes and may request substitutes as needed as long as the allocation is not exceeded. Substitutes may be paid from Campus Discipline Management Budget: Secondary Extension Center - when the number of students assigned to the center for a given day exceeds 20; second substitute when the number exceeds 40. Elementary Extension Center - when 3 or more students are assigned.
- F. **Long-Term Substitute Teacher Assignments** – A long-term substitute does not receive a contract and the assignment may be discontinued at any time. State law requires that parents be notified if a non-certified substitute is placed for 30 or more days in the same class. The long-term certified substitute teacher is paid at the daily rate of **\$140** after 10 consecutive days in the same assignment for the same teacher. Retro pay will be issued from the 1st day of the assignment through the 10th day and will remain in effect until the assignment has ended. A non-certified long-term substitute is paid **\$100** after 10 consecutive days in the same assignment for the same teacher. Retro pay will be issued from the 1st day of the assignment through the 10th day and will remain in effect until the assignment has ended.
- G. **Interruption of Long-Term Substitute Teacher Assignment** - The long-term substitute is allowed up to two (non-paid) days of absence (continuous or non-continuous) for personal illness within the first 10 days of the assignment. In the event a long-term substitute is absent for personal illness more than five days or has a pattern of absences more than five days, it is at the discretion of the principal or a human resources representative whether the substitute continues in the long-term position.
- H. **Student Teachers Can Not Substitute**- Student teachers may not be used in place of a substitute while they are still student teaching. Although the student teacher may be responsible for the delivery of instruction to the class, a substitute shall be called when the cooperating teacher is absent and will be expected to remain in

the classroom with the student teacher and assist as the student teacher directs.

When a student teacher has completed the student teaching assignment, he/she is eligible to be placed on the substitute roster following completion of the standard substitute procedures. He/she will be considered non-certified until the degree has been conferred and the college confirms recommendation to SBEC for a certificate.

Contact a Substitute Representative at 281.891.6055 for more details.

**SPRING INDEPENDENT SCHOOL DISTRICT
SUBSTITUTE STAFF SALARY SCHEDULE
2020–2021**

POSITIONS	CLASSIFICATION	DAILY RATE
Substitute Teacher	Certified	\$105
	Long-term after 10 consecutive days for the same teacher.	\$140
	Non-certified	\$ 90
	Long-term after 10 consecutive days for the same teacher.	\$100
Paraprofessional/Clerical	Classroom Aide/Clerical Assignments	\$60
	** Paraprofessional assignments do not qualify for long-term pay	
Administrator	Certified Principal	\$275
	Assistant Principal – (AP)	\$240
	Certified Counselor	\$140
Nurse	Registered Nurse	\$100
	Licensed Vocational Nurse (LVN)	\$ 75

**In the event a substitute teacher is not available campus administrators will reassign students for the day as follows: 1) a class will be split between teachers during in-person instruction, or 2) a class will be split between teachers during remote instruction. The teachers who receive the additional students in their classes will be compensated based on the salary formula listed below.

The principal must approve the Supplemental Pay Form prior to submitting it to the Payroll Department.

Substitute Unavailability Setting	Salary Formula for Compensating Teachers
No Substitute Available In-person Classroom Setting Students Split Among Multiple Classes	\$90 divided between the number of teachers that receive extra students in their in-person classes when the total number of students in the split classes exceeds the student-teacher ratio set in the Spring ISD Staffing Guidelines.
No Substitute Available Remote Learning Classroom Setting Students Split Among Multiple Classes	\$90 divided between the number of teachers that receive extra students in their remote learning classes when the total number of students in the split classes exceeds the student-teacher ratio set in the Spring ISD 2020-21 Reopening Plan.

SPRING ISD

JOB

RECLASSIFICATION

PROCESS

2020-2021

SPRING INDEPENDENT SCHOOL DISTRICT JOB RECLASSIFICATION PROCESS

All positions will be assigned to pay grades based on the levels of skill, effort, and responsibility required of the job assignment. Following a review and analysis by Human Resources, the Compensation and Benefits Director will review classification requests and reclassify positions based on an assessment of job requirements and comparability to other positions in the district.

A change in the placement of a job is not a promotion or demotion. A classification change signifies the modification of job duties or qualifications.

Job reclassification follows these steps:

1. Requests for job reclassification should align with budget season and be initiated by the immediate supervisor in the time period from November 1st through January 31st or when a job is vacated.
2. A supervisor or employee will complete the Job Questionnaire located on the staff intranet.
3. The supervisor initiates consideration for reclassification by completing the Classification Request Form and attaching the job description, job questionnaire, and any other pertinent information.
4. The appropriate department head shall review the Classification Request Form and Job Questionnaire, and submit the request with supporting documents to Human Resources.
5. Human Resources will review the request and will request additional information as needed.
6. Human Resources will conduct a salary analysis with similar position(s) to determine the appropriate grade.
7. If the position is found to be placed in a higher pay grade the HR Staff form will need to be completed. This electronic form can be found on the HR tab in the staff portal.
8. All position elevations, decreases or additional staff requests require the approval from the Chief of Human Resources and Human Capital Accountability and the Chief of Financial Services.
9. Salary analysis will only be conducted from January 1st through January 31st. If approved, salary will be retroactive from the date of approval.

* The Compensation Department (Human Resources) will conduct market analysis periodically to review our current pay structures. As we review the data, changes will be made as necessary within budget constraints.

SPRING INDEPENDENT SCHOOL DISTRICT COMPENSATION TERMINOLOGY

The purpose of this section is to provide definitions for key terms and processes presented in the *Compensation Manual*.

1. Exempt Employee – An employment status that indicates that an employee is exempt from the provisions of the Fair Labor Standards Act (FLSA) regarding payment of overtime wages. Exempt employees are paid on a salaried basis.

2. Classified employee – Hourly/non-salaried nonexempt employees who under the Fair Labor Standard Act must receive overtime or compensatory time at a rate of one and one-half times the regular rate of pay for all hours worked over 40 hours in a week.

3. Demotion – A demotion occurs when an employee moves into a position which is in a lower pay grade than the position s/he was in previously. This may be a voluntary or involuntary move.

4. Hourly (Regular Status and Temporary Status) – An employment status indicating that the regular or temporary status employee is compensated with an hourly wage versus a monthly salary.

5. Job Evaluation – The process used by Spring ISD to review job duties for a new position via a Job Analysis/Job Description Request form for assignment of a pay grade and for determining exempt/non-exempt status.

6. Job Re-evaluation – This is the process used for assessing the classification of a job when the duties and responsibilities of an existing position have changed substantially.

7. Nonexempt Employee – A Fair Labor Standards Act employment status that indicates an employee must receive overtime compensation or compensatory time at a rate of one and one-half times the regular rate of pay for all hours worked over 40 in a work week.

8. Paraprofessional Employee – Salaried nonexempt employees who under the Fair Labor Standards Act must receive overtime or compensatory time at a rate of one and one-half times the regular rate pay for all hours worked over 40 hours in a week. Paraprofessionals typically have completed college courses or certification programs.

9. Pay Grade – The designation that identifies the range of difficulty and responsibilities of work and the level of qualification requirements for the job.

10. Promotion – A promotion occurs when an employee moves into a position which is in a higher pay grade than the position s/he was in previously.

11. Reorganization – This is the process when a department Chief will review operations, gaps and opportunities for improvement regarding staffing that impacts two or more employees. Reorganizations may include reassignments, changes in roles and responsibilities, or elimination of positions.

12. Regular status employee – This status indicates that an employee works for Spring ISD on an open-ended basis, rather than for short periods of time. Regular status employees can be classified further as either salaried (exempt) or hourly (nonexempt).

13. Salary – A salary is an annual compensation amount paid to exempt employees in exchange for performance of job duties. Monthly rates for exempt employees are calculated by dividing their annual salary by the number of months in their work schedule.

14. Structure Adjustment – Periodically, the district may choose to increase the minimum, midpoint, and/or maximum of any or all of the pay grades. When this process occurs, it is a structure adjustment.

15. Stipends - A predetermined amount of money given to an employee that is separate from the base salary. Stipends are paid for a defined purpose and reviewed annually. In order to receive the stipend, an employee must perform all duties defined. Stipends are considered additional base and there are no guarantees from year to year.

16. Temporary Status Employee – This status indicates that an employee works at Spring ISD on an as-needed basis, rather than an open-ended basis, or is employed under grant funds.

17. Transfer/Lateral - A lateral transfer occurs when an employee moves into a position which is in the same pay grade as the position he/she was in previously. A lateral transfer does not result in a pay adjustment. Employees should apply online for all positions, including lateral roles, in order to be considered unless eligible to participate in the transfer period noted below.

18. Transfer Period – A defined period of time when teachers are allowed to request a transfer to another campus. Teachers must meet all criteria as defined in the process to be eligible.

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.

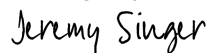
9.13 Integration, Execution and Delivery. The Agreement includes the Schedules attached hereto and constitutes the entire agreement between the College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the 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_____
Signature_____
Name_____
Title_____
Date**COLLEGE BOARD**

DocuSigned by:

_____
Signature_____
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/NMSQT^{®1} 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, 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 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.



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Memorandum of Understanding (MOU) Between Texas A&M University and Spring Independent School District
RECOMMENDED ACTION	That the Board approve the MOU between Texas A&M University and Spring Independent School District
EXPLANATION OF ITEM	<p>The purpose of this MOU is to provide practicum experience for Texas A&M University (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>Lupita Hinojosa, Chief of Innovation and Equity</p> <p>Mark Miranda, Executive Chief of District Operations</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

OPERATION CONNECTIVITY INTERLOCAL ACQUISITION AGREEMENT

*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA")
pursuant to Tex. Gov't Code, Chapter 791.*

Local education agency name: SPRING ISD, (101919)
County district number: 101919
Point of contact: Jeff Kohrman
Date: July 29th, 2020

This Operation Connectivity Interlocal Acquisition Agreement ("Agreement") contains key information and terms regarding your LEA's participation in the Operation Connectivity bulk purchase process. The following addendums are incorporated into this Agreement:

1. State Funding Allocation Methodology Addendum (*attached*)
2. EDGAR Certification Addendum (*attached – to be executed by Region 4*)
3. Grant Program Guidelines (*attached*)
4. LEA Order Logistics Confirmation (*separate document*)
5. Additional Quantity Request (*separate document*)

Due the urgency required to maintain our position within our vendors' supply chain, **please submit the completed and signed copy of this Agreement [as well as your Additional Quantity Request Addendum] through DocuSign by COB Tuesday, August 4, 2020.** Should your LEA not be able to provide signed approval of this Agreement by this date, your order will unfortunately have to be cancelled, and this Agreement will automatically terminate without further action by the parties.

Below you will find your LEA's allocated quantities per provider / OEM ("Vendor") and model. These quantities are based on two inputs: 1) your LEA's requested quantities as included in your LEA's bulk order survey / form, 2) the total dollar value for which the state funding program is able to cover 50% of your LEA hotspot / device costs, as based on the state's allocation methodology (see State Funding Allocation Methodology Addendum).

Any change to the quantities allocated below must be requested by emailing customerservice@teabulkorder.com with your revisions. We will then review requested revisions and send you an updated Agreement. Please note that allocated quantities can only be decreased. Any proposed revisions to increase quantities for any Vendor or model will be rejected.

For quantity needs above what the state has allocated your LEA [capped at your LEA's *remaining quantity* as listed in your Additional Quantity Request Addendum], please include this in your LEA's Additional Quantity Request Addendum. If your submitted Additional Quantity Request Addendum is accepted, it will become a binding part of the Agreement. Your Additional Quantity Request Form must be submitted by Tuesday, August 4, 2020. Failure to submit by the deadline will result in your Additional Quantity Request Addendum being rejected.

Mobile broadband hotspots:

Vendor	AT&T	T-Mobile	Verizon
Data limit	Unlimited	Unlimited	Unlimited
Hotspot type	Category 4	Category 4	Category 4
Contract length	1 year	1 year	1 year
Warranty length	1 year	1 year	1 year

Device costs/unit	\$60	\$0	\$60
Monthly rate/unit	\$15	\$15	\$10
Asset tagging cost/unit	\$0	\$0	\$5
Custom CIPA filtering enablement monthly rate/unit	\$0	\$0	\$2
Total 1-year hotspot costs/unit	\$240	\$180	\$209
Original LEA quantity request (through bulk order survey)	0	3000	0
Allocated quantity	0	3000	0
Total hotspot order costs	\$0	\$540000	\$0
LEA portion of hotspot order costs	\$0	\$270000	\$0

Learning devices:

	Middle & elementary laptops			High school laptops		Chromebooks		iPad
Vendor	Dell	HP	Lenovo	Dell	HP	Dell	HP	Apple
Model number	3190	9ru44ut	100e	3410	PB1ux360	3100 Chrome	1A764UT	iPad 7 th Generation
CPU processor	Celeron 4120	Celeron 4020	Celeron	I3	Pentium 5030	N/A	N/A	N/A
RAM	4 GB	4 GB	4 GB	4 GB	8 GB	4 GB	4 GB	N/A
Hard drive size	64 GB	64 GB	64 GB	500 GB	128 GB	16 GB	32 GB	32 GB
Screen size	11.6"	11.6"	11.6"	14"	11.6"	11.6"	11.6"	10.2"
Wi-Fi protocol	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard
Touch Screen	No	Yes	No	No	Yes	No	Yes	Yes
Convert to tablet	No	Yes	No	No	Yes	No	No	Yes
External keyboard (Y/N)	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Y
Warranty	1 year on-site	1 year mail in	1 year mail in	1 year on-site	1 year mail in	1 year on-site	1 year mail in	N/A
Additional features	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Windows 10, custom tagging	Google license, custom tagging	Google license, custom tagging	iPadOS, custom engraving
Price	\$237	\$266	\$205	\$323	\$369	\$228	\$237	\$386
Original LEA quantity request (through bulk order survey)	0	0	0	0	0	0	9700	0
Allocated quantity	0	0	0	0	0	0	9700	0
Total device order costs	\$0	\$0	\$0	\$0	\$0	\$0	\$2298900	\$0
LEA portion of device order costs	\$0	\$0	\$0	\$0	\$0	\$0	\$1149450	\$0

Total costs:

Total hotspot order costs	\$540000
Total device order costs	\$2298900
LEA portion of hotspot order costs	\$270000
LEA portion of device order costs	\$1149450
Total order costs (hotspots and devices)	\$2838900
Total LEA portion of order costs (hotspots and devices)	\$1419450

Payment terms:

Payment for your LEA's portion of the order costs will be due immediately upon receipt of the order invoice that your LEA will be receiving via email. Please note that payment is required before hotspots / devices will be asset tagged and shipped to your LEA. Specific payment instructions will be provided with your issued invoice.

LEA orders will be tagged and shipped in the order in which invoice payment is received. Delay in payment will result in a delay of devices to your LEAs. Any LEA whose payment has not been received by Region 4 within 3 business days from the invoice date will have their order cancelled, resulting in an automatic termination of this Agreement. LEAs must provide a completed LEA Order Logistics Confirmation by Friday, August 7, 2020. Failure to complete and provide this confirmation timely may result in the delay or cancellation of your order and termination of this Agreement.

Matching Funds Allocation:Funding allocation:

You will find below your LEA's state matching award. This allocation is based on two inputs, 1) your LEA's requested quantities as included in your LEA's bulk order survey/form, 2) the state's allocation methodology (see State Funding Allocation Methodology Addendum).

Total state matching (hotspots and devices)	\$1419450
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Please note that this amount includes only the 1:1 matching of the funds that are expected to be contributed by your LEA. By executing this Agreement, your LEA is committing to pay the amounts set forth herein.

Incorporation of Vendor Warranties and Terms/Disclaimer and Release of Region 4 Liability:

LEA ACKNOWLEDGES AND AGREES THAT ANY PRODUCTS OR SERVICES ACQUIRED THROUGH THIS AGREEMENT ARE SUBJECT TO ANY VENDORS' TERMS AND CONDITIONS ("VENDOR TERMS") PROVIDED SEPARATELY BY VENDOR TO LEA. THIS AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH VENDOR TERMS. THE PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTIES AND OBLIGATIONS UNDER THE VENDOR TERMS ARE HEREBY EXTENDED TO LEA. THE LEA'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY OR OTHER VENDOR OBLIGATIONS RELATED TO THE PRODUCTS OR SERVICES WILL BE THE ENFORCEMENT OF ANY RIGHTS UNDER THE VENDOR TERMS, AND REGION 4 SHALL HAVE NO LIABILITY TO LEA RELATED TO SAME. THE LEA ACKNOWLEDGES AND AGREES AS A STRICT TERM OF THIS AGREEMENT THAT REGION 4 DOES NOT ASSUME BUT, RATHER, EXPRESSLY DISCLAIMS ALL WARRANTIES OR OTHER OBLIGATIONS SET FORTH IN THE VENDOR TERMS, AND REGION 4 DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITY IN CONNECTION WITH THE

PRODUCTS AND SERVICES. LEA HEREBY RELEASES REGION 4 FROM ALL LIABILITY RELATED TO THE VENDOR PRODUCTS AND SERVICES. LEA IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE RELATED TO PROCUREMENT.

Acknowledgement of Federal Funding:


The source of all matching funds pursuant to this Agreement are federal funds made available through the 2020-2021 Remote Learning Operation Connectivity-CV19 grant ("Grant") awarded to Region 4. All fund matches and other obligations under this Agreement for the acquisition of products or services are subject to appropriation of funds to Region 4. As such, if Region 4 does not receive sufficient Grant funding, Region 4 may immediately terminate this Agreement without penalty or further obligation to LEA upon written notice. This Agreement is further subject to and incorporates all terms of Region 4's Grant agreement with the TEA, including the Grant Program Guidelines issued by TEA related to the Grant, and LEA is subject to and agrees to follow any relevant terms set forth in the Grant Program Guidelines. The parties acknowledge and agree to follow all applicable federal, state and local laws, rules, ordinances and regulations related to the expenditure of the Grant funds ("Applicable Laws"). Region 4 specifically acknowledges and agrees to all applicable terms contained in the EDGAR Certification Addendum. All participating Vendors will be required to follow Applicable Laws, the applicable conditions in the Grant Program Guidelines and similarly will agree to applicable EDGAR certifications.

Execution:

This Agreement and the listed addendums and Vendor Terms constitute the entire agreement between the parties, and no part of the Agreement may be modified unless expressed in writing and signed by both parties. Neither party waives or relinquishes any immunity or defense that either party is entitled to by law. All payments made pursuant to this Agreement will be made from current revenues. Each party warrants that it has authority to enter into this Agreement and perform its obligations. The signatory below shall have authority to act on all matters related to this Agreement.

By signing below, the parties are binding themselves to the terms of this Agreement, subject only to any necessary approvals and actions by the parties' governing boards. By execution of this Agreement, the LEA gives Region 4 permission to move forward with purchasing the above quantity of hotspots and devices on the LEA's behalf.

For LEA

Rodney E. Watson, Ph.D. _____ (Printed name/title)	Superintendent of Schools _____ (Title)
 _____ (Signature)	8/4/2021 _____ (Date)

For Region 4 Education Service Center

Dr. Pamela Wells, Executive Director

(Signature)

(Date)

ADDENDA

1. State Matching Allocation Methodology
2. EDGAR Certifications
3. Program Guidelines

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 Cassiddy	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**