

Spring Independent School District

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



**BOARD OF TRUSTEES
WORK SESSION
6:00 PM, OCTOBER 8, 2020
BOARD ROOM
GORDON M. ANDERSON LEADERSHIP CENTER
16717 ELLA BOULEVARD, HOUSTON, TEXAS 77090**

AGENDA

Special Notice

This meeting of the Board of Trustees of the Spring Independent School District will be held in person on October 8, 2020, beginning at 6:00 PM. Trustees attending the meeting will be present in person. To reduce the risks associated with COVID-19, certain district employees may participate via video conference in accordance with the Texas Open Meetings Act.

Due to the health and safety concerns related to the COVID-19 coronavirus, audience seating will be significantly limited. Chairs will be placed six feet apart and shall not be repositioned. All audience members will be required to wear masks at all times. Seating will be on a first-come basis.

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

Members of the public who wish to address the Board regarding an item on the meeting agenda may register in accordance with Board Policy BED(LOCAL). Comments relating to agenda items must be made in-person. If seating is not available for a registered speaker, the person may wait outside of the building and will be provided an opportunity to come in at the appropriate time.

Vision Statement

Spring Independent School District will be a district of choice known for high quality academics with innovative and specialized programs that meet the needs of all students in a positive learning environment.

Mission Statement

Spring Independent School District prepares students to be lifelong learners, critical thinkers, and responsible citizens who display good character -ready to contribute, compete, and lead in today's global society.

I. Call to Order

The Board President will call the meeting to order.

II. Minutes from Prior Meetings

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

A. September 3, 2020 Board Work Session

B. September 8, 2020 Regular Meeting

III. Opening Remarks

The Superintendent will make remarks and announcements.

IV. Public Agenda Participation

Patrons who have registered prior to the meeting (during a window beginning 50 minutes prior to scheduled meeting start time and ending 15 minutes prior to scheduled meeting start time) may address the Board regarding an item on the agenda. The Board will continue with the remaining agenda after the registered patrons have had an opportunity to speak.

V. Presentations

A. 2020-21 Beginning-of-the-Year (BOY) STAAR Data and Campus Improvement Planning Process

The Board will consider approving the district's 2020-21 District Improvement Plan and Campus Improvement Plans.

B. Fall Staff Survey

A presentation will be made of the Fall Staff Survey results.

VI. General Counsel

A. Second Reading of Proposed Revisions to Board Policy BBA(LOCAL) - BOARD MEMBERS - ELIGIBILITY/QUALIFICATIONS

The Board will consider approving the second reading of proposed revisions to Board Policy BBA(LOCAL).

B. Second Reading of TASB Local Update 115 - Proposed Revisions Affecting the Following Board Policies

The Board will consider approving the second reading of Local Policies revised in TASB Update 115.

1. BF(LOCAL) - BOARD POLICIES

2. DED(LOCAL) - COMPENSATION AND BENEFITS - VACATIONS AND HOLIDAYS

3. DIA(LOCAL) - EMPLOYEE WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

4. DMD(LOCAL) - PROFESSIONAL DEVELOPMENT - PROFESSIONAL MEETINGS AND VISITATIONS

5. EI(LOCAL) - ACADEMIC ACHIEVEMENT

6. FB(LOCAL) - EQUAL EDUCATIONAL OPPORTUNITY

7. FD(LOCAL) - ADMISSIONS

8. FEB(LOCAL) - ATTENDANCE - ATTENDANCE ACCOUNTING

9. FFG(LOCAL) - STUDENT WELFARE - CHILD ABUSE AND NEGLECT

10. FFH(LOCAL) - STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

11. FMF(LOCAL) - STUDENT ACTIVITIES - CONTESTS AND COMPETITIONS

12. FNG(LOCAL) - STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS/GRIEVANCES

13. GF(LOCAL) - PUBLIC COMPLAINTS

VII. Executive Chief of District Operations

A. 2020-2021 Instructional Calendar Revisions

The Board will consider approving the 2020-2021 realignment to the Intersessional Period of the Instructional Calendar as recommended by the administration.

B. Memorandum of Understanding with Lone Star College for College Preparatory Mathematics and English Language Arts Courses

The Board will consider approving the Memorandum of Understanding with Lone Star College for Preparatory Mathematics and English Language Arts (ELAR) Courses.

C. Notice of Grant Award - Spring ISD's 21st Century Community Learning Program

The Board will consider Board approving the Grant Award for Spring ISD's 21st Century

Community Learning Program.

D. Child Care Local Match Contribution Agreement with Gulf Coast Local Workforce Board for the 2020-21 School Year

The Board will consider approving the Federal Fund for Child Care services for eligible teen parents and staff of Spring ISD.

E. Texas A&M AgriLife Extension

The Board will consider approving the resolution that 4-H will be considered as an extracurricular activity and that the Board will recognize the Extension agents as adjunct staff.

VIII. Chief of Police

A. Memorandum of Understanding Between Spring ISD and the Texas A&M Engineering Extension Service (TEEX)

The Board will consider approving the Memorandum of Understanding between Spring ISD and the Texas A&M Engineering Extension Service (TEEX).

IX. Chief Financial Officer

A. 2020 Appraisal Roll Certification

The Board will consider ratifying the 2020 Appraisal Roll Certification.

B. 2020 Tax Rate

The Board will consider approving a tax rate of \$1.3843 for the 2020 tax year.

C. Taxpayer Refunds

The Board will consider ratifying taxpayer refunds.

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

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

E. Covid-19 Testing for Employees

The Board will discuss the partnership with Houston Medical ER to provide Covid-19 rapid testing for district employees.

F. 2020-2021 Application for General Pregnancy Related Services On-Campus Compensatory Education Home Instruction (CEHI) Waiver

The Board will consider approving the 2020-2021 Application for General Pregnancy Related Services On-Campus CEHI Waiver.

G. Membership Continuation with OMNIA Partners

The Board will consider approving the Membership Continuation with OMNIA Partners.

H. Request for Proposal # 21-002 - District-Wide PK-12 Equity Audit Services

The Board will consider awarding a contract for District-Wide PK-12 Equity Audit Services to the provider recommended by the administration.

I. Request for Proposal # 21-003 - Global Culture Competency Development

The Board will consider awarding the contracts for Global Culture Competency Development Services to the providers recommended by the administration.

X. Closed Session

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

A. Under Section 551.071 - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized, including any item posted on this agenda

B. Under Section 551.072 - For the purpose of discussing the purchase, exchange, lease, or value of real property

C. Under Section 551.074 - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee

1. The Board will deliberate regarding the Superintendent's evaluation and goals

2. The Board will deliberate on employees nominated for special recognition

3. The Board will deliberate on a recommendation for the termination and finding of no good cause for an employee's abandonment of contract
 4. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses
 5. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, 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

XI. Action on Closed Session Items

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

XII. Adjournment

The Board President will adjourn the meeting.

Closed Session Authorization

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

- | | |
|---------------------------|--|
| Section 551.071 – | For the purpose of a private consultation with the board's attorney on any or all subjects or matters authorized; |
| Section 551.072 – | For the purpose of discussing the purchase, exchange, lease, or value of real property; |
| Section 551.073 – | For the purpose of discussing negotiated contracts for prospective gifts or donations to the District; |
| Section 551.074 – | For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee; |
| Section 551.076 – | To consider the deployment, or specific occasions for implementation, of security personnel or devices; |
| Section 551.082 – | For the purpose of considering discipline of a public school child or children, or to hear a complaint or charge brought against a school district employee by another school district employee; |
| Section 551.0821 – | For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation; |
| Section 551.083 – | For the purpose of considering the standards, guidelines, terms, or conditions the board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 and/or Section 11.151(b) of the Texas Education Code; and |

Section 551.084 – For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness.

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

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



**BOARD OF TRUSTEES
WORK SESSION
6:00 PM, SEPTEMBER 3, 2020
VIDEO CONFERENCE**

MINUTES

I. Call to Order (6:01 PM)

President Rhonda Newhouse called the Work Session of the Spring Independent School District Board of Trustees to order at 6:01 PM on September 3, 2020, via video conference in accordance with Chapter 551 of the Texas Government Code.

Members Present:

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

Members Absent:

Others Present:

Rodney Watson, Superintendent of Schools
Ken Culbreath, Chief of Police
Julie Hill, Chief of Human Resources and Human Capital Accountability
Lupita Hinojosa, Chief Innovation and Equity Officer
Khechara Bradford, Chief Academic Officer
Mark Miranda, Executive Chief of District Operations
Ann Westbrook, Chief Financial Officer
Tiffany Dunne-Oldfield, Chief of Innovation and Communications
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. August 6, 2020 Board Work Session
- B. August 11, 2020 Regular Meeting

III. Opening Remarks (6:03 PM)

Superintendent Dr. Rodney Watson began his remarks by thanking principals and teachers, who started school on August 17th. "The work that they are doing is truly unprecedented and the work that they're doing is a lot. And so we do want to thank them."

Dr. Watson then highlighted some of the items that would follow on the agenda including the sharing of the Asynchronous Instructional Plan and an administrative update on 2020-21 School Year.

IV. Presentations (6:09 PM)

A. Asynchronous Instructional Plan (6:09 PM)

A presentation was made on the Asynchronous Instructional Plan. The Asynchronous Instructional Plan must be reviewed and approved by TEA in order to continue receiving funding for asynchronous attendance after the end of the grace period which ends at the close of the 3rd six weeks. The plan addresses four key requirements: Instructional Schedule, Material Design, Student Progress and Implementation.

B. Administrative Update on 2020-21 School Year Plan (7:07 PM)

A presentation was made provide an Administrative Update on the 2020-21 School Year Plan, including supports for Special Education Students.

On Tuesday, August 11, the Spring ISD Board of Trustees unanimously approved a resolution to request a waiver from the Texas Education Agency that provides the district the option to extend the start-of-school transition period for an additional four weeks - or until October 16.

As part of their approval, the Board asked that district administration survey parents on their preferences for when campuses should reopen as well as provide an update on the prevalence of COVID-19 in Spring ISD zip codes.

Administration presented to Board with information and updates on the following:

- Current COVID-19 levels in the Spring ISD community;
- Planned return to on-campus, in-person instruction;
- Survey feedback from parents who selected the district's "Safety-First, In-Person" Learning Option;
- New communication processes for ensuring families are well-informed of safety protocols and COVID-19 levels in our area.

V. General Counsel (8:25 PM)

A. Resolution Regarding School Closures Due to Hurricane Laura (8:25 PM)

The Board was presented with information regarding the Resolution Regarding School Closures on August 26, 2020 – August 28, 2020 due to Hurricane Laura.

The Resolution authorizes the administration to compensate all employees for days when the District was closed due to the imminent threat of severe weather and dangerous conditions at their regular hourly or daily rate of pay, according to the duty schedule they would have otherwise worked; authorizes the administration to compensate those employees, excluding employees prohibited from receiving additional compensation pursuant to District Policies and Administrative Regulations, who were required to report to duty on August 26, 27, and/or 28, 2020, for the hours actually worked at their regular rate of pay, as well as any overtime earned pursuant to District policy and state and federal law, in addition to the pay all employees will receive; and authorizes the Superintendent of Schools to modify the instructional calendar, and seek any and all related waivers from the Texas Commissioner of Education as he deems fit, in the best interest of the school district and the Spring Independent School District community.

B. Resolution for the Spring Independent School District Board of Trustees to Cancel the 2020 Trustee Election (8:27 PM)

The Board was presented with information regarding adopting a resolution to cancel the 2020 Trustee Election.

An election to fill Board of Trustee Positions 4 and 5 was scheduled for November 2020. During the candidate declaration period, only one candidate filed documentation to seek election to each position. As each candidate has no opponent to run against, it is not necessary to hold an election to fill the positions. Consequently, election law requires that the Spring Independent School District Board of Trustees cancel the election scheduled for November 2020.

Trustee Jensen moved that the Board of Trustees adopt the Resolution for the Spring Independent School District Board of Trustees to cancel the 2020 Trustee Election. Trustee Hodges seconded the motion and the motion carried with 5 in favor and 2 abstentions. President Rhonda Newhouse and Trustee Winford Adams, Jr. abstained as they were the unopposed candidates for the trustee positions. (Position 4 – Rhonda Newhouse and Position 5 – Winford Adams, Jr.).

C. Modification to Instructional Calendar to Close for Election Day (8:30 PM)

The Board was presented with information regarding a modification to the instructional calendar to close for election day.

Historically, Harris County has utilized school campuses as polling locations on election day. This year is no different, with the county seeking to use 33 Spring ISD campuses as polling locations. Further, with a presidential election on the ballot, we anticipate increased voter turnout.

Campuses are currently planning to utilize large spaces for increased social distancing due to COVID-19. By closing campuses on election day, the district will be able to safely allow use of campuses as polling locations.

D. Notification of Legal Policies Revised by the Texas Association of School Boards (TASB) in Update 115 (8:33 PM)

The Board was presented with information regarding Legal Policies revised in TASB Update 115.

E. First Reading of TASB Local Update 115 – Proposed Revisions Affecting the Following Board Policies (8:35 PM)

The Board was presented with the first reading of Local Policies revised in TASB Update 115.

1. BF(LOCAL) – BOARD POLICIES
2. DED(LOCAL) – COMPENSATION AND BENEFITS – VACATIONS AND HOLIDAYS
3. DIA(LOCAL) – EMPLOYEE WELFARE – FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
4. DMD(LOCAL) – PROFESSIONAL DEVELOPMENT – PROFESSIONAL MEETINGS AND VISITATIONS
5. EI(LOCAL) – ACADEMIC ACHIEVEMENT
6. FB(LOCAL) – EQUAL EDUCATIONAL OPPORTUNITY
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11. FMF(LOCAL) – STUDENT ACTIVITIES – CONTESTS AND COMPETITIONS

12. FNG(LOCAL) – STUDENT RIGHTS AND RESPONSIBILITIES – STUDENT AND PARENT COMPLAINTS/GRIEVANCES

13. GF(LOCAL) – PUBLIC COMPLAINTS

VI. Chief Innovation and Equity Officer (9:00 PM)

A. Interlocal Agreement Between Lone Star College System - North Harris and Spring Independent School District (9:00 PM)

The Board was presented with information regarding the proposed Interlocal Agreement with Lone Star College System - North Harris.

The purpose of this Interlocal Agreement is to outline the collaboration of Spring ISD and Lone Star College System – North Harris in creating and operating the Spring Early College Academy.

VII. Chief Financial Officer (9:01 PM)

A. Taxpayer Refunds (9:01 PM)

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

B. Report of Cooperative Purchases Exceeding \$50,000 (9:02 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
07/20/2020	WatchGuard Video	Body cameras, devices licenses, parts, training, warranty, etc.**	\$ 209,000
07/21/2020	Glazier Foods Company	3-compartment plates	\$ 85,320
07/21/2020	Frontline Education	English Language Learners and Language Proficiency Assessment Committee site license	\$ 89,123
07/21/2020	Unify Energy Solutions LLC	HVAC monitoring systems service agreement for Westfield High School, Westfield High School Field House, Virtual, SLA, TeachUp, Planet Ford Stadium and Police Command Center	\$ 63,450
07/23/2020	Frontline Placement Technologies	Absence and Substitute Management System license renewal	\$ 70,147
07/27/2020	Sandra Mercuri Educational Consultants	Summer Dual Language Academy, Model Lesson Analysis, Targeted Lesson Planning and Coaching, Dual Language Curriculum Enhancement and Dual Language Practices	\$ 87,500
07/28/2020	GTS Technology Solutions, Inc.	Staff Augmentation – Level 1 Technician	\$ 76,800
08/03/2020	Hunton Trane Services	Mechanical Select Maintenance for various campuses and Planet Ford Stadium Chillers and BAS scheduled maintenance	\$ 112,460
08/03/2020	Glazier Foods Company	Container lids, bowls and compartment containers	\$ 66,651
08/05/2020	T-Mobile USA, Inc.	1,000 Mobile Hotspots for Students	\$ 111,000
		9	
08/10/2020	Libra-Tech Corporation	Allied Plastic Acrylic Screen and Allied Plastic	\$ 200,375

		Supply 3' Holder w/Adhesive – Districtwide	
08/11/2020	All in Learning	Cloud-Based Platform of Formative Assessment Interactives	\$ 147,699
08/13/2020	Engage2Learn	Support Readiness Trainings for Teachers, Instructional Coaches and Leadership Team Support	\$ 89,972
08/13/2020	Yellowstone Landscape Central	Landscape maintenance – Districtwide*	\$ 122,600

* Blanket Purchase Order for anticipated annual spend.

**Bond Related Expenditures

C. Certification of Anticipated Collection Rate for Spring Independent School District (9:03 PM)

The Board was presented with the Certification of Anticipated Collection Rate for the Spring Independent School District for the 2020 taxable year. Section 26.04 of the Property Code requires certification of anticipated rate to the units governing body. This anticipated collection rate will be utilized in the calculation of the debt service portion of the rollback tax for the 2020 taxable year.

D. Interlocal Agreement Between Spring Independent School District and Klein Independent School District for Records Storage (9:07 PM)

The Board was presented with information regarding the Interlocal Agreement for Records Storage Services to be provided by Spring ISD to Klein ISD. This interlocal agreement allows Spring ISD to be a record retention facility by providing storage for Klein ISD's records in the District's Distribution Center.

E. Interlocal Agreement with Harris County Regarding Project Connectivity (9:12 PM)

The Board was presented with information regarding the Interlocal Agreement with Harris County Regarding Project Connectivity.

Spring ISD partnered with Region IV to purchase student devices through Project Connectivity, which provided matching federal funds to reduce the district's overall cost. County and local governments were recently authorized to contribute a portion of CARES Act funding received by such entities to local school systems to further offset the cost of devices for students.

VIII. Closed Session (9:14 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 (9:14 PM)

The Board took no action.

X. Adjournment (9:15 PM)

On a motion by Trustee Durant, seconded by Trustee Adams, the Board unanimously adjourned the meeting at 9:15 PM.

Rhonda R. Newhouse, President

Donald Davis, Secretary



**BOARD OF TRUSTEES
REGULAR BOARD MEETING
7:00 PM, SEPTEMBER 8, 2020
VIDEO CONFERENCE**

MINUTES

I. Call to Order (7:01 PM)

President Rhonda Newhouse called the Regular Board Meeting of the Spring Independent School District Board of Trustees to order at 7:01 PM on September 8, 2020 via video conference in accordance with Chapter 551 of the Texas Government Code.

Members Present:

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

Members Absent:

Others Present:

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

II. Opening Remarks (7:02 PM)

A. Superintendent of Schools (7:02 PM)

Superintendent Dr. Rodney Watson began his remarks by thanking teachers who this week returned to campuses in preparation for the phased return of students, set to begin September 14th.

“Today, we entered our final phase of welcoming our teachers and staff back to their respective campuses,” Watson said. “My cabinet and central office administration applaud all of our teachers and the awesome job they’re doing providing remote instruction for the thousands of students enrolled in Spring ISD.”

Dr. Watson noted the difficulties involved in transitioning back to offering on-campus, in-person learning, acknowledging the struggles and difficult choices many teachers face, while also expressing his continued commitment to both students and staff.

"I truly believe our teachers want what's best for our students," Watson said. "As the husband of a teacher in a neighboring district as well as the father of two kids who attend Spring ISD, I understand first-hand how difficult some of the decisions they have to make can be. We only ask that we continue to work together as we make our vision visible."

He continued by recounting the discussion held during the Board's Thursday, September 3rd Work Session. During that meeting, Trustees and members of the district's administration considered the process of transitioning back to in-person learning for all families who selected that option and want to come back in September, taking into account a variety of factors including current COVID-19 data for the region.

"We are encouraged by the positive trending we are seeing both at Harris County and within Spring ISD," Watson said. "We encourage everyone to remain focused on our health and safety protocols as we begin opening our schools for our first students as we start our transition process back."

He closed by thanking Trustees for their leadership and ongoing commitment to the district through challenging times.

"As you can see, we've been extremely busy ensuring that we're doing the work of educating our students, but also meeting the needs of our community as well as our staff in the process," Watson said. "We appreciate the continued support that we receive from the Board as we educate the over 33,000 students here in Spring ISD."

B. Board of Trustees (7:14 PM)

President Newhouse invited the Board to make remarks.

Trustee Jensen took the occasion to comment on the \$15,000 grant from the Education Foundation of Harris County that would enable the district to provide mobile hotspots to the families of high school students without home internet access.

"This is more than just hotspots for some kids," Jensen said. "This is really attacking the digital divide in our district, really making it a cultural norm that all students deserve to have a good connection to the internet and to the resources there."

Several of the Trustees, including Trustee Adams, Trustee Durant, Trustee Hodges and Trustee Davis, commented on the continued need to take the concerns of district teachers and other staff members into account when planning for the upcoming school year and the safe transition to in-person learning. They also discussed wanting to know more about the review process for employee accommodations and leave requests made through the Families First Coronavirus Response Act (FFCRA).

"I do think it's really important that as we move forward into a process like this that we are listening to our teachers and taking into account their concerns," Adams said. "I

just want to voice that, and let Dr. Watson know that I support him and the district, but I will be paying very close attention as I continue to hear from teachers that are very concerned as it relates to their health issues and whether the FFCRA is sufficient to handle that.”

Several of the Board Members, including Trustee Durant, mentioned having been contacted directly by teachers and other staff who worried that their voices were not being heard and their needs not adequately being taken into account. She went on to raise the possibility of a “pulse” survey for staff similar to the recent survey taken to determine parents’ comfort level with a return to in-person classes for students.

“I’m wondering, is it possible to perhaps send out some sort of a quick question survey to make sure that we capture that feedback that we didn’t get from our teachers at this time?” Durant said. “It’s never too late to address any concerns that may come from that feedback.”

President Rhonda Newhouse echoed her fellow Trustees’ sentiments and thanked them for relating them in the meeting. “I think we all have that same concern and we will be addressing it,” she said. “So thank you for your comments tonight.”

III. Presentation of Grant Funds from the Spring ISD Education Foundation (7:05 PM)

Members of the Spring ISD Education Foundation presented a check for grant funds recently awarded by the Education Foundation of Harris County and the Harris County Department of Education. The \$15,000 grant will enable the district to provide mobile hotspots to the families of high school students without home internet access.

“The COVID-19 pandemic, with social distancing, has presented a major need here within our district,” said Spring ISD Education Foundation President Ken Grays. “We set out to try to do our best to try to rectify that, and in cooperation with the Harris County Education Foundation, we were able to secure a grant for \$15,000 that would be able to fully support 63 hotspots and a year’s worth of service of each of those hotspots.”

The Partners in Education grant program is administered by the Education Foundation of Harris County and sponsored by Harris County Department of Education (HCDE). The partnership helps fund programs in schools and districts across the region, according to Steven David, who serves on the board of the Education Foundation of Harris County and also addressed Spring ISD Trustees during Tuesday’s meeting.

“As you all know, HCDE exists to support the districts across Harris County, and we’re thrilled that the Education Foundation of Harris County partnership has allowed us to find yet another way to help our local districts through the Partners in Education program,” he said.

The district will focus the hotspot distribution on families with high school students, helping to ensure as many students as possible remain on track to graduate, while also targeting families with multiple students in the district to help provide adequate internet access to as many students as possible.

Trustee Jensen moved that Board of Trustees approve the proposed grant funds as presented by the Spring ISD Education Foundation. Trustee Durant seconded the motion and the motion carried unanimously.

IV. Recognitions (7:21 PM)

A. 2019-2020 Employee Excellence Award Winner (7:21 PM)

The Board of Trustees made a special presentation to honor the 2019-2020 winner of the Employee Excellence Award.

The grand prize winner is usually recognized during the Employee Recognition Banquet in May but this year's event was canceled because of the COVID-19 pandemic.

In describing the winner, President Rhonda Newhouse cited her work in ensuring the reliability of Spring ISD student data and supporting the day-to-day work of a wide range of employees across the district's campuses and administrative departments who depend on the timeliness, security and accuracy of the information in the system.

"She's the cheerleader of the technology department and she deserves to be recognized," said Newhouse who announced the winner, Sherry Osgood, who serves as a student support analyst for the district.

In selecting Osgood for the honor, the Board reviewed all the employees who had been honored for the monthly award during the 2019-20 school year. Osgood was awarded the Employee Excellence recognition for April 2020. The award, given monthly during the school year, recognizes Spring ISD employees who model the district's guiding principles and core values.

"She comes in early, stays late and is always on call when something goes wrong," Newhouse noted. "She is one of those people who makes so much go right that you never know when it's going wrong because she was on top of it and taking care of whatever the issue might be."

Any employee, parent, or community member can submit a nomination to the board for consideration for the monthly award. To learn more, visit www.springisd.org/employee-recognition.

For being selected as the grand prize winner, Osgood will receive a check for \$1,000.

B. Points of Pride - Spring ISD Assistant Director of Athletics Armando Jacinto (7:27 PM)

The Board recognized Spring ISD Assistant Director of Athletics Armando Jacinto, who was recently selected as the inaugural president of the Hispanic Texas High School Football Coaches Association. Jacinto was chosen by the recently formed group's board of directors to serve a three-year term and help guide the organization as it establishes itself and grows.

Chief of Communications and Innovation Tiffany Dunne-Oldfield noted Jacinto's many years in the coaching profession and longstanding commitment to supporting fellow coaches.

"With more than 30 years' experience as a coach, athletic coordinator and administrator in Waco, Austin and Houston-area schools, Coach Jacinto is no stranger to helping others succeed," said Dunne-Oldfield, going on to list several

programs Jacinto oversees for coaches in Spring ISD. "We are thrilled to share his talents as he makes an impact across the state with this exciting new organization."

Director of Athletics Willie Amendola was also on hand to congratulate Jacinto on behalf of the district and wish him success as president of the new Hispanic coaches group.

"Armando is just always there for everybody and he'll do anything for anybody," Amendola said. "With his vision and his leadership, they couldn't have picked a better leader. So I'm just proud of him and happy for him."

V. Board Governance Committee (7:40 PM)

A. Discussion and Decision on Spring ISD Legislative Priorities (7:40 PM)

The Board discussed and approved three legislative priorities after hearing a report from its Governance Committee, chaired by Trustee Justine Durant, about its process to review and determine its top goals for the year.

To start, the Governance Committee shared a list of 10 priorities being promoted by the Texas Association of School Boards for the 2020-2021 school year with the entire board. The committee then worked to narrow down that list to reflect the goals of Spring ISD. Trustee Jensen first shared last year's list of legislative priorities as a point of review, including school finance, assessment and accountability, student safety, school choice and teacher benefits.

"These are not the vision and goals for the district," Jensen said. "These are priorities where we really think we need help legislatively from the state of Texas." She noted that school finance tends to be a perennial priority as well as testing.

She then outlined the three TASB priorities "that we think are particularly suited for our district and really deserve our strong legislative push" this school year. They are:

- **Retaining the Right for School District to Advocate for Themselves**

Trustee Jensen noted that there's a proposal that would limit the ability of school districts to advocate and lobby for the issues that they think are important so this priority would be to ensure that districts have the same rights as businesses and other governmental agencies. "To me this is almost a First Amendment right for school districts," she said.

- **Leveling the Playing Field with Charter Schools**

Trustee Jensen noted that research is showing that sometimes twice as much of a charter school's budget goes to administration than in a public school district and that charter schools tend to spend a large share of their budget on advertising and marketing. "We need transparency among the voters in Texas to see how charter schools do not, on an average, perform better than public schools. They have teachers with less experience and they can hire teachers with no certificates, except for bilingual and special ed. And there are many things we feel like we need to push."

- **Promoting Cultural Awareness and Diversity**

Trustee Jensen said this priority would help ensure school districts across the state get the training and support they need to raise awareness on this issue. "We just feel this is an issue whose time has come and we all need to get behind it and we need to

push it at local and state levels,” Jensen said, noting that Spring ISD is also moving forward with its own Equity Action Plan.

Trustee Adams, who also serves on the Governance Committee, said he too was very committed to pushing equity as a cultural norm in the district. “I think Dr. Watson and his team are doing a really good job of that but there are districts in the state where that is not a focus.”

In reflecting on the priorities, Trustee Davis said he was pleased that the Governance Committee took its priorities from goals set forward by TASB’s legislative committee on which he serves, “I feel excited to have your support,” he said. “Thank you very much.”

Trustee Hodges moved that the Board of Trustees approve the Spring ISD Legislative Priorities as discussed. Trustee Gonzales seconded the motion and the motion carried unanimously.

B. Board Policy BBA(LOCAL) (7:52 PM)

The Board approved the first reading Board Policy (BBA(LOCAL)). Revisions to the policy sets out the requirements for a person to serve as a member of the Board of Trustees. The district’s current policy states that “in addition to the requirement of law, a Board member shall remain current in the payment of school property taxes.”

The new revision would add the following language: ‘To be eligible to be a candidate for, or elected or appointed to the Spring ISD Board of Trustees, a person must not have been convicted of a felony, pled guilty to felony, entered into a plea bargain for a felony charge, or received deferred adjudication for a felony.’

Trustee Durant noted that 2019-2020 Senate Bill 2283 was introduced by Senators Donna Campbell and Harold Dutton to expand the criminal history requirement for trustee requirements but that the final version “was not as strong as it could have been.”

As state lawmakers continue to work on that, she said that the Governance Committee had proposed some changes to its policy that would prohibit the ability to serve as a trustee with a felony in a background check.

Trustee Jensen cited several examples across the state of trustees charged with felony crimes but not prevented from serving on their local school board. She said the requirements need to be much more “robust in the education code.”

VI. Consent Agenda (8:01 PM)

The Board approved the Consent Agenda items that were discussed in detail at the September 3, 2020 Board Work Session.

Trustee Hodges moved that the Board of Trustees approve and adopt all of the items listed on the Consent Agenda. Trustee Gonzales seconded the motion and the motion carried unanimously.

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

1. August 6, 2020 Board Work Session
2. August 11, 2020 Regular Meeting¹⁷

B. Asynchronous Instructional Plan

A presentation will be made on the Asynchronous Instructional Plan.

C. Resolution Regarding School Closures Due to Hurricane Laura

The Board will consider adopting the Resolution Regarding School Closures Due to Hurricane Laura.

D. Modification to Instructional Calendar to Close for Election Day

The Board will consider approving the modified instructional calendar as presented by the administration.

E. First Reading of TASB Local Update 115 – Proposed Revisions Affecting the Following Board Policies

Jeremy Binkley will present the first reading of Local Policies revised in TASB Update 115.

1. BF(LOCAL) – BOARD POLICIES

2. DED(LOCAL) – COMPENSATION AND BENEFITS – VACATIONS AND HOLIDAYS

3. DIA(LOCAL) – EMPLOYEE WELFARE – FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

4. DMD(LOCAL) – PROFESSIONAL DEVELOPMENT – PROFESSIONAL MEETINGS AND VISITATIONS

5. EI(LOCAL) – ACADEMIC ACHIEVEMENT

6. FB(LOCAL) – EQUAL EDUCATIONAL OPPORTUNITY

7. FD(LOCAL) – ADMISSIONS

8. FEB(LOCAL) – ATTENDANCE – ATTENDANCE ACCOUNTING

9. FFG(LOCAL) – STUDENT WELFARE – CHILD ABUSE AND NEGLECT

10. FFH(LOCAL) – STUDENT WELFARE – FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

11. FMF(LOCAL) – STUDENT ACTIVITIES – CONTESTS AND COMPETITIONS

12. FNG(LOCAL) – STUDENT RIGHTS AND RESPONSIBILITIES – STUDENT AND PARENT COMPLAINTS/GRIEVANCES

13. GF(LOCAL) – PUBLIC COMPLAINTS

F. Interlocal Agreement Between Lone Star College System - North Harris and Spring Independent School District

The Board will consider approving the proposed Interlocal Agreement with Lone Star College System - North Harris.

G. Taxpayer Refunds

The Board will consider ratifying taxpayer refunds.

H. Certification of Anticipated Collection Rate for Spring Independent School District

The Board will consider approving the Certification of Anticipated Collection Rate for Spring Independent School District.

I. Interlocal Agreement Between Spring Independent School District and Klein Independent School District for Records Storage

The Board will consider approving the interlocal agreement for records storage services to be provided by Spring ISD to Klein ISD.

J. Interlocal Agreement with Harris County Regarding Project Connectivity

The Board will consider approving the Interlocal Agreement with Harris County Regarding Project Connectivity.

VII. Closed Session (8:02 PM)

President Newhouse recessed the open session at 8:02 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 regarding the granting of a proposed sidewalk easement to Harris County consisting of a 0.5867-acre of land situated in the Manual Tarin Survey, Abstract 778, Harris County, Texas, along Bammel Road at Carolee Booker Elementary School.
 - 2. The Board will deliberate regarding the granting of a proposed easement to Harris County for the purpose of road, drainage, and other related purposes, consisting of a 0.0262-acre of land situated in the Manual Tarin Survey, Abstract 778, Harris County, Texas, at the corner of Bammel Road and Imperial Valley Drive.
- 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

VIII. Action on Closed Session Items

President Newhouse reconvened the open session at 10:05 PM.

- A.. Trustee Jensen moved that the Board approve the Superintendent's recommendation to terminate the contract of Erika Thomas upon finding that the employee failed to perform her contract without good cause, and authorize the Superintendent or designee to notify the employee of the proposed termination pursuant to Chapter 21 of the Texas Education Code.

Trustee Jensen further moved that the Board authorize the Superintendent or designee to notify the State Board for Educator Certification that the employee failed to perform her contract without good cause, and of the action taken by the Board.

Trustee Durant seconded the motion and the motion carried unanimously.

B. Trustee Adams moved that the Board grant Sidewalk and Traffic Movement Easements along Bammel Road to Harris County as discussed in Closed Session. Trustee Hodges seconded the motion and the motion carried unanimously.

C. Trustee Jensen moved that the Board approve the first reading of BBA(LOCAL) as presented by the Board Governance Committee. Trustee Adams seconded the motion and the motion carried unanimously.

IX. Adjournment (10:14)

On a motion by Trustee Durant, seconded by Trustee Hodges, the Board unanimously adjourned the meeting at 10:14 PM.

Rhonda R. Newhouse, President

Donald Davis, Secretary



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	October 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2020-21 Beginning-of-the-Year (BOY) STAAR Data and Campus Improvement Planning Process
RECOMMENDED ACTION	That the Board approve the district's 2020-21 District Improvement Plan and Campus Improvement Plans.
EXPLANATION OF ITEM	<p>This summer our Board of Trustees worked with district leadership to discuss new strategic priorities for the district. These new priorities build upon the work of Every Child 2020 and will provide the framework for our new multi-year strategic plan, which is set to launch at the end of this calendar year.</p> <p>As 2020-21 Campus Improvement Plans (CIPs) were developed, select pieces of our new and developing strategic framework have been leveraged. Additionally, strong efforts were made this year to keep the CIP process straight-forward and very targeted so campus leaders can focus on supporting students and staff during these unprecedented times.</p> <p>To provide an overview of this work, district administration will present:</p> <ul style="list-style-type: none"> • 2020-21 Beginning-of-the-Year (BOY) STAAR Data • An overview of the district's 2020-21 Campus Improvement Planning (CIP) Process • Identified 2020-21 District and Campus Measures of Success • An overview of the planned community-input process designed to launch in early 2021.
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	Tiffany Dunne-Oldfield, Chief of Innovation and Communications Jennifer Cobb, Assistant Superintendent of Research and Success Measures
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA No

IS ITEM A CONSENT AGENDA ITEM 22 N/A

DO YOU HAVE SUPPORTING DOCUMENTS	Yes
IS THERE A PRESENTATION	Yes
WHEN WILL THE PRESENTATION BE MADE	Work Session
DOES ITEM REQUIRE BOARD SIGNATURE	No
DOES ITEM REQUIRE PUBLIC HEARING	No
MEETING DATE	October 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Fall Staff Survey
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	<p>With staff returning to district campuses/facilities on Monday, August 10 and district schools reopening for in-person instruction on Monday, August 17, Spring ISD surveyed staff to better understand how employees are feeling about being back on campus and providing in-person instruction.</p> <p>The survey was conducted as a “pulse” survey with a short window for participation, being open from Wednesday, Sept, 30 to Tuesday, Oct. 6.</p> <p>Survey questions focused on</p> <ul style="list-style-type: none"> • How comfortable staff feel in their work environment; • Staff knowledge of COVID-19 safety procedures; • Staff perceptions of how student learning – in-person and remote – is going this school year; and • Additional training and resources that teachers need to support instruction. <p>The results of this staff survey will be presented as well as district plans to respond to staff needs as identified in the survey.</p>
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	Tiffany Dunne-Oldfield, Chief of Innovation and Communications Jennifer Cobb, Assistant Superintendent of Research and Success Measures
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA No

IS ITEM A CONSENT AGENDA ITEM No

DO YOU HAVE SUPPORTING DOCUMENTS	Yes
IS THERE A PRESENTATION	Yes
WHEN WILL THE PRESENTATION BE MADE	Work Session
DOES ITEM REQUIRE BOARD SIGNATURE	No
DOES ITEM REQUIRE PUBLIC HEARING	No
MEETING DATE	October 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of Board Policy BBA(LOCAL) – BOARD MEMBERS – ELIGIBILITY/QUALIFICATIONS
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy BBA(LOCAL).
EXPLANATION OF ITEM	<p>The Board Governance Committee recommends revisions to this policy to include:</p> <p>To be eligible to be a candidate for, or elected or appointed to, the Spring ISD Board of Trustees, a person must not have been convicted of a felony, pled guilty to a felony, entered into a plea bargain for a felony charge, or received deferred adjudication for a felony.</p>
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	<p>Justine Durant, Trustee and Governance Committee Lead</p> <p>Winford Adams, Jr., Trustee and Governance Committee Member</p> <p>Rodney E. Watson, Superintendent</p> <p>Jeremy Binkley, General Counsel</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 No

MEETING DATE October 2020

BOARD MEMBERS
ELIGIBILITY/QUALIFICATIONS

BBA
(LOCAL)

Local Qualification

In addition to the requirements of law, a Board member shall remain current in the payment of school property taxes.

To be eligible to be a candidate for, or elected or appointed to, the Spring ISD Board of Trustees, a person must not have been convicted of a felony, pled guilty to a felony, entered into a plea bargain for a felony charge, or received deferred adjudication for a felony.



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy BF(LOCAL) – BOARD POLICIES
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy BF(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>A revision to this local policy clarifies that a district's legally referenced policies are not adopted by the Board.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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

MEETING DATE October 2020

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to employees, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

Legally referenced policies are not adopted by the Board.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Definition

Board Policy

Board policy is defined as statements of governing principles that constitute one method by which the Board exercises control over the District. By means of policies, the Board explains values, purposes, and ends to be sought.

Terms

The terms "Trustee" and "Board member" are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Development

The formulation and adoption of written local policies shall constitute the basic method by which the Board exercises its leadership in the operation of the District. The study and evaluation of reports concerning the execution of its written policies shall constitute the method by which the Board shall exercise its control over the operation of the District.

In formulating policies, the Board may consult individuals and groups affected by the policies. Board members recognize that while school boards are policymaking bodies, they properly delegate the execution of policy to employed professional administrators.

BOARD POLICIES

BF
(LOCAL)

Adopting new policies or changing existing policies shall be the sole responsibility of the Board. Proposals for new policies or changes to existing policies may be initiated in writing by any Board member, any citizen, or any employee. Generally, the Superintendent or designee shall refer to the Board for consideration policy recommendations that come from the staff.

[See also BP(LOCAL) regarding District procedures and administrative practices reflected in administrative regulations]

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or~~ **designee** shall be responsible for its accuracy and integrity and shall maintain a historical record of the District's policy manual.

Adoption and Amendment

Before being adopted, local policy must be presented to the Board on at least two occasions in an official regular or called meeting of the Board.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

The formal adoption of policies shall be recorded in the minutes of the Board. Only those written statements so adopted and so recorded shall be regarded as official Board policy, except those submitted and approved through the Policy Revision Program.

Emergency Clause

If, in the opinion of a majority of the Board, an emergency condition exists that would act to the detriment of the District by following the above procedure, a "local" policy may be adopted on the first reading by majority vote of the Board.

Policy Revision Program

The administration shall plan and execute a permanent policy revision program for the systematic and continuous study of District policies and for the formal revision of those policies. The purpose of this program is to clarify and simplify the policies and to make the policies more accessible, understandable, and usable.

The Board grants to the Superintendent or designee authority to make such nonsubstantive changes, such as, but not limited to, title changes, department name changes, personnel name changes, and the like.

When revising a policy, the administration may not alter the sense, meaning, or effect of the policy.

TASB Localized Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different

copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy DED(LOCAL) – COMPENSATION AND BENEFITS – VACATIONS AND HOLIDAYS
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy DED(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>Recommended revisions to this local policy on vacations and holidays address the board's authorization of these programs, including which employees are eligible for the benefits, and refer to administrative procedures for details to promote consistent application and prevent conflict between policy and administrative procedures. We recommend that the details regarding nonduty days also be moved to administrative procedures.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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

MEETING DATE October 2020

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

**Eligibility for Paid
Vacation Days**

Eligible employees in positions normally requiring 260 days of service annually shall receive paid vacation days in accordance with administrative regulations that address the following:

**Accrual rates and
availability**

1. Eligibility criteria;
2. Request and approval processes;
3. Accumulation and carryover limits; and
4. Treatment of vacation days upon separation of service.

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

~~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.~~

- ~~1. Vacation credit shall be earned on the following basis:~~
 - ~~a. 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.~~
 - ~~b. 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.~~
 - ~~c. 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.~~
- ~~2. 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.~~

~~Time of 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.~~

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

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

Holidays

Eligible ~~classified~~ employees **in positions normally requiring 260 days of service annually** shall receive ~~paid~~ payment for holidays not worked as listed on the respective work calendar and as provided for in the annual salary and benefits plan.

Nonduty Days

~~Nonduty days, in lieu of vacation days, shall be provided on the following basis for employees employed for a minimum of 226 days:~~

- ~~1. The number of nonduty days shall be based on the difference between the number of annual workdays established in the respective work calendar, the number of holidays in accordance with~~ scheduled on the respective work calendar, and the number of contract days specified in the employee's **duty schedule and administrative regulations** annual contract.

[See DEAB for overtime pay provisions.]

- ~~2. Nonduty days for exempt employees shall be used during the employment year and shall not be carried forward from one year to the next. Days not used by June 30 shall be lost, except as provided in this policy.~~
- ~~3. Exempt employees may request the use of nonduty days beyond the employment year. Such requests must be made on or before June 30 and must be approved by the Superintendent or designee. Use of nonduty days beyond the contract year may only occur during July and August.~~
- ~~4. Nonduty days for nonexempt employees shall be used during the employment contract year and may not be carried forward past June 30.~~
- ~~5. Employees retiring from or terminating employment prior to the completion of their annual contract shall be paid for only those days worked in fulfillment of their contract.~~



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy DIA(LOCAL) – EMPLOYEE WELFARE – FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy DIA(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>Recommended revisions to this policy incorporate the recent United States Supreme Court decision <i>Bostock v. Clayton County, Georgia</i>, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.</p> <p>The policy has also been revised to address the federal Title IX regulations as follows:</p> <ul style="list-style-type: none"> • The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed. • Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process. • The Title IX regulations provide that a district has actual knowledge of sexual harassment if notice or allegations are made to any employee; therefore, a new provision at Notice of Report requires <i>any</i> employee who receives a report of prohibited conduct based on sex to notify the Title IX coordinator. • Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX. • New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL).

	<ul style="list-style-type: none"> To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a <i>preponderance of the evidence</i> standard. If the board wishes to instead use the <i>clear and convincing evidence</i> standard, which is a higher standard of evidence, please contact the district's policy consultant. The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by students. Provisions on retaliation and records retention have been updated. <p>Policy Service also recommends clarification of the provisions on distribution of the policy and any accompanying procedures.</p> <p>In addition, based on previous guidance from the Office of Civil Rights, Policy Service recommends including in the policy examples of prohibited conduct.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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
MEETING DATE	October 2020

Note: This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

Definitions

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

**Statement of
Nondiscrimination**

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy **and is prohibited**.

Discrimination

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law that adversely affects the employee’s employment.

In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, ~~workplace bullying~~, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited
Harassment**

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sexbased harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

Sexual Harassment

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact, or** communication, **including electronic communication**~~or contact.~~

Workplace Bullying

The District considers workplace bullying to be unacceptable and will not tolerate it under any circumstances.

Workplace bullying shall be defined as regularly occurring, inappropriate conduct, including, but not limited to, incivility, rudeness, and discourteous behavior that inflicts physical hurt or psychological distress on one or more employees and creates an intimidating, threatening, or abusive work environment. Such conduct may be oral, written, and/or electronic.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

Workplace bullying does not include the legitimate exercise of employee management, including task assignment, employee coaching, and work-related employee discipline.

Retaliation

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination, harassment, or workplace bullying, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.~~

Prohibited Conduct

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, workplace bullying, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

Reporting Procedures

~~An~~**Any** employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her ~~immediate~~ supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

Definition of District Officials

For the purposes of this policy, District officials are the Title IX/~~ADA (Americans with Disabilities Act)~~ coordinator, the Section 504 coordinator, the department chiefs, and the Superintendent.

Title IX/~~ADA~~
Coordinator

Reports of discrimination based on sex, including sexual harassment, **may be directed to** ~~or violations of the designated Americans with Disabilities Act may be directed to the~~ Title IX/~~ADA~~ coordinator. [See DIA(EXHIBIT)]

ADA / Section 504
Coordinator

Reports of discrimination based on disability may be directed to the **designated ADA/**Section 504 coordinator. [See DIA(EXHIBIT)]

Department Chief

Reports of workplace bullying may be directed to the employee's department chief.

Superintendent

The Superintendent ~~or designee~~ shall serve as coordinator for purposes of District compliance with all other **nondiscrimination**~~antidiscrimination~~ laws.

Alternative Reporting Procedures

An employee shall not be required to report prohibited conduct to the person alleged to have committed **the conduct**~~it~~. Reports concerning prohibited conduct, including reports against the Title IX/~~ADA~~ coordinator or Section 504 coordinator, may be directed to the Superintendent ~~or designee~~.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice of Report

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

Investigation of Reports Other Than Title IX
~~the Report~~

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~**insist upon**, a written report ~~from the complainant~~. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~provided~~**proven**, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

Interim Action

~~In the case of workplace bullying, an investigation must begin no later than seven District business days from when the District official received the complaint.~~

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

EMPLOYEE WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA
(LOCAL)

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

~~Complainants and respondents may submit supporting documentation as appropriate.~~

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, ~~upon approval by the Superintendent or designee,~~ the investigator ~~shall~~**may** take additional time **if necessary** to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

Response to Sexual Harassment—Title IX

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;**

- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;

6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination, ~~or~~ harassment, ~~or workplace bullying~~, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

Examples

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

Records Retention

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records ~~regarding any prohibited conduct in accordance with shall be maintained by~~ the District's records control schedules,

but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

Access to Policy and Procedures

Information regarding this ~~This~~ policy and any accompanying procedure shall be distributed annually to District employees. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the ~~District~~ District's administrative offices.

Training

District employees who hold a supervisory position shall receive training on an annual basis regarding workplace bullying.



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy DMD(LOCAL) – PROFESSIONAL DEVELOPMENT – PROFESSIONAL MEETINGS AND VISITATIONS
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy DMD(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>Policy Service recommends that the administrative details regarding professional meetings be removed from the local policy manual, as board-adopted policy is not required.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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
MEETING DATE	October 2020

PROFESSIONAL DEVELOPMENT
PROFESSIONAL MEETINGS AND VISITATIONS

DMD
(LOCAL)

**Meetings,
Conferences, and
Workshops**

~~District personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMC]~~

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's or designee's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required. Travel expenses and registration fees will be paid by the District when attendance is recommended or required.~~

~~The Superintendent or designee may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.~~

Release Time

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, are discretionary and shall be considered on a case-by-case basis by the Superintendent or designee. The responsibility for justifying the district-related purpose to be accomplished by attendance shall rest with the employee. Approval of discretionary release time may be given if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in fulfilling its mission. Permission to attend such meetings should be secured at least seven days in advance. Salary deduction or loss of leave will occur when attendance is not recommended or required. Travel expenses and registration fees will not be paid by the District when attendance is not recommended or required.~~



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy EI(LOCAL) – ACADEMIC ACHIEVEMENT
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy EI(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>Administrative Code rules permit districts, in accordance with local district policy, to award course credit proportionately to a student who successfully completes only half of a course. A new board policy provision has been recommended to address this option, which matches common practice.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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
MEETING DATE	October 2020

ACADEMIC ACHIEVEMENT

EI
(LOCAL)

**Certificate of
Coursework
Completion**

The District shall not issue a certificate of coursework completion to a student who fails to meet all state and local requirements for graduation. [See EIF, FMH]

PartialCourse Credit

~~When~~~~In accordance with the adopted Program of Studies, when~~ a student earns a passing grade in **only half of** a course, **and the combined grade for both halves is lower than 70**, the District shall award the student ~~full~~ credit for the **half with the passing grade.** ~~course.~~

~~Exceptional circumstances related to partial credit shall be reviewed by the counselor and approved by the campus principal or designee.~~

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy FB(LOCAL) – EQUAL EDUCATIONAL OPPORTUNITY
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy FB(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>The provision on the Title IX coordinator has been updated in response to the new Title IX regulations. Corresponding wording changes were made to the ADA/Section 504 coordinator text. In addition, policy BJA(LOCAL) permits the superintendent to delegate responsibilities to other employees as permitted by law; therefore, references to the superintendent's designee have been removed throughout.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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

MEETING DATE October 2020

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Title IX Coordinator The District **designates and authorizes the**~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator The District **designates and authorizes**~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

Superintendent The Superintendent ~~or designee~~ shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Equal Educational Opportunity
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Note: The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

Section 504

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. A student may also be referred for evaluation by the student's parent.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and
Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent ~~or designee~~ shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and
Reevaluation
Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial
Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or

EQUAL EDUCATIONAL OPPORTUNITY

FB
(LOCAL)

educational placement of a student with a disability. The impartial hearing shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~retention schedules. [See CPC]

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy FD(LOCAL) – ADMISSIONS
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy FD(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>New Administrative Code rules, effective March 30, 2020, address transition assistance for highly mobile students who are homeless or in substitute care and require districts to adopt local policy to assist with awarding credit to a student who is homeless or in substitute care for a course that was earned prior to the student enrolling in or transferring to the district.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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

MEETING DATE October 2020

**Persons Age 21
And Over**

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

Registration Forms

Before a student may be officially admitted to a District school, the student's parent, legal guardian, or other person having lawful control shall annually complete the appropriate registration forms. A student who has reached age 18 shall be permitted to complete these forms if he or she is authorized to act as his or her own agent. If the student is not so authorized, the forms must be completed by the parent, guardian, or other person having lawful control.

**Preferred Forms of
Proof of Residency
and Identification**

Initial Enrollment

At the time of initial registration, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency as defined by law. The District shall accept the following types of records as proof of residency:

1. A current utility bill; or
2. A sales or rental contract for a residence or apartment listing each occupant of the residence or apartment. If the student and his or her family reside with another family, a notarized statement acknowledging that fact may be required from the owner of the residence or manager of the apartment building.

In accordance with law, the District may make reasonable inquiries to determine whether the student is a resident of the District, including when a document submitted for purposes of proving residency is not in the name of the adult who is enrolling the student. Based on an individual's circumstance, the District may grant exceptions to the requirement to produce a document listed above. When required by law, the District shall waive the requirement to prove residency in the District boundaries.

*Continued
Enrollment*

After a student's initial enrollment, the District shall verify residency through the annual registration forms and may investigate stated residency as necessary.

Minor Living Apart

**Person Standing in
Parental Relation**

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

ADMISSIONS

FD
(LOCAL)

Misconduct	A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.
Exceptions	Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.
Extracurricular Activities	The Superintendent or designee shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.
Nonresident Student in Grandparent's After-School Care	<p>The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.</p> <p>The Superintendent or designee shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.</p>
Admission of an Expelled Student	<p>If a student has been expelled from another school district, the expelling district shall provide to the District a copy of the expulsion order and the referral to the authorized officer of the juvenile court. The District shall continue the expulsion under the terms of the order and shall place the student in an alternative education program for the period specified by the expulsion order.</p>
"Accredited" Defined	For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.
Grade-Level Placement	The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.
Accredited Schools	
Nonaccredited Schools	A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

ADMISSIONS

FD
(LOCAL)

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

Transfer of Credit

Accredited Texas
Public Schools

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

Other Accredited or
Nonaccredited
Schools

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

**Transition
Assistance**

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

Withdrawal

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

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy FEB(LOCAL) – ATTENDANCE – ATTENDANCE ACCOUNTING
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy FEB(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>Recommended revisions to this local policy on attendance accounting are to address amended Administrative Code rules that delete the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended text assigns to the superintendent the responsibility of designating the district's official attendance-taking time.</p> <p>Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.</p> <p>In addition, policy BJA(LOCAL) permits the superintendent to delegate responsibilities to other employees as permitted by law; therefore, references to the superintendent's designee have been removed throughout.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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
MEETING DATE	October 2020

**Attendance
Accounting System**

The Superintendent ~~or designee~~ shall be responsible for **designating the official attendance-taking time during the campus's instruction day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative
**Attendance-Taking
Recording** Time

~~When appropriate, the~~ Superintendent **is authorized to** ~~or designee shall~~ establish written procedures permitting a campus to **specify an alternative hour from the District's official time for** ~~taking attendance other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus or for a designated group of students at a campus.~~ The alternative ~~time for recording~~ **attendance-taking time** shall be determined in accordance with TEA's *Student Attendance Accounting Handbook and administrative regulations*.

**Parental Consent to
Leave Campus**

The Superintendent ~~or designee~~ shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy FFG(LOCAL) – STUDENT WELFARE – CHILD ABUSE AND NEGLECT
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy FFG(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>This local policy on child abuse and neglect has been significantly revised based on amended Administrative Code rules.</p> <p>Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of students that must be included in the district improvement plan and the student handbook.</p> <p>The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from FFG(EXHIBIT) into this local policy and recommend deletion of the exhibit.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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
MEETING DATE	October 2020

**Program to Address
Child Sexual Abuse,
Trafficking, and
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, ~~in-complying~~ including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child
Abuse and
NeglectAgencies to
Notify**

Any person ~~state law regarding reporting of child abuse and neglect [see policy FFG(LEGAL)]~~, each District employee who has cause to believe that a child's physical or mental health or welfare has been ~~or may be~~ adversely affected by abuse or ~~neglect has a~~ legal responsibility, under state law, to immediately ~~by any person must~~ report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the ~~such~~ suspicion of abuse or neglect: ~~to the Child Protective Services (CPS) Division of the Texas Department of Protective and Regulatory Services at 1-800-252-5400.~~

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may ~~school principal, counselor, nurse, or any other~~

~~school employee shall not~~ be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by ~~made until after the report has been made to the local or~~ state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person ~~CPS~~.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the Texas Abuse Hotline Website¹;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

Confidentiality

In accordance with state law, the identity of a person making ~~A staff member who has made~~ a report of suspected child abuse or neglect shall ~~be kept confidential and disclosed~~ ~~share that information only in accordance with the rules with the school principal, counselor, and/or nurse if he or she believes that sharing that information is in the best interest of the student. Commenting to any other individuals, other than investigating agency officials, will be a violation of federal law regarding rights to privacy.~~

**Immunity
Cooperation**

In complying with state law regarding reporting ~~A person who in good faith reports or assists in the investigation of a report of child abuse or~~ ~~and~~ neglect is immune from civil or criminal liability.

**Failing to Report
Suspected Child
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities
Regarding
Investigations**

In accordance with law, ~~FFG(LEGAL)-each~~ District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or

3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully **and** ~~with officials to who the report is made and with investigating officials,~~ without **parental** ~~the consent,~~ of the child's parents if necessary, ~~[See also GRA]~~

Prohibited Behavior

A District employee shall not:

- ~~1. Interfere~~ with an investigation of **reported** ~~a report of~~ child abuse or neglect. **[See GKA]**
- ~~2. Refuse an investigator's request to interview a student at any reasonable time at school.~~
- ~~3. Require the presence of a parent or school administrator during an interview of a student by an investigator.~~

Awareness of Requirements

~~Notice of the state law regarding reporting of child abuse and neglect shall annually be included in the Personnel Handbook that is distributed to each employee.~~

~~Each principal and departmental supervisor shall ensure that the requirements regarding the reporting of child abuse and neglect are reviewed with all staff at the beginning of each school year and with new employees during their orientation.~~

¹ Texas Abuse Hotline Website: <http://www.txabusehotline.org>



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy FFH(LOCAL) – STUDENT WELFARE – FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy FFH(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>Based on the new Title IX regulations, recommended revisions include the following:</p> <ul style="list-style-type: none"> • The definition of Prohibited Conduct has been revised to include conduct that meets the Title IX definition of sexual harassment, but the policy retains the broader definitions of prohibited conduct in districts' current policies to ensure that all prohibited conduct is addressed. • Text at Sex-Based Harassment and Investigation of Reports Other than Title IX directs readers to new provisions on responding to allegations of prohibited conduct that if proved would meet the definition of sexual harassment under Title IX, as the law requires a specific response process for these allegations. Allegations of prohibited conduct not based on sex or that would not meet the definition of sexual harassment under Title IX will follow the district's existing investigation process. • The provision requiring an employee to report prohibited conduct has been updated to include either direct or indirect reports. • Text at Response to Sexual Harassment—Title IX addresses legally required actions when the district receives notice or allegations of conduct that would meet the definition of sexual harassment under Title IX. • New provisions direct the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations, as included in FFH(LEGAL). • To determine responsibility in a Title IX formal complaint of sexual harassment, the policy designates that the district will use a <i>preponderance of the evidence</i> standard. If the board wishes to instead use the <i>clear and convincing evidence</i> standard, which is a higher standard of evidence, please contact the district's policy consultant. The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees. • Provisions on retaliation and false claims have been updated and moved to the end of the policy.

	Policy Service also recommends updates to the examples for harassment to include cyberharassment and electronic communications.
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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
MEETING DATE	October 2020

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

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Note: This policy addresses discrimination, harassment, and retaliation ~~against~~involving District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~involving District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

**Statement of
Nondiscrimination**

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Discrimination

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

Prohibited Conduct

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited
Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law that is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by **law and** this policy.

Examples	Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment ; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.
Sex-Based Harassment	As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sexbased harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]
Sexual Harassment By an Employee	<p>Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:</p> <ol style="list-style-type: none">1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or2. The conduct is so severe, persistent, or pervasive that it:<ol style="list-style-type: none">a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; orb. Creates an intimidating, threatening, hostile, or abusive educational environment. <p>Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]</p>
By Others	Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

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1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, communications, **including electronic communication**~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

Gender-Based Harassment

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

Dating Violence

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 the other person in the relationship. Dating violence also occurs when a person commits

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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.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

Retaliation

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

Examples

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

False Claim

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

Prohibited Conduct

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

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**Reporting
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

*Definition of
District Officials*

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

*Title IX
Coordinator*

Reports of discrimination based on sex, including sexual harassment or gender-based harassment, **or dating violence**, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

*ADA /
Section 504
Coordinator*

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Alternative
Reporting
Procedures**

~~A student~~**An individual** shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

Timely Reporting

To ensure the District's prompt investigation, reports Reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.~~

Notice to Parents

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

**Investigation of
Reports Other Than
Title IX~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Sexual Harassment–Title IX.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~**proven**, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~**proven**, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

Interim Action

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

District Investigation

The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Criminal
Investigation**

If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has

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	<p>finished gathering its evidence, the District shall promptly resume its investigation.</p>
<p>Concluding the Investigation</p>	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<p><i>Notification of Outcome</i></p>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with the Family Educational Rights and Privacy Act (FERPA).</p>
<p>District Action</p>	
<p>Prohibited Conduct</p>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
<p><i>Corrective Action</i></p>	<p>Examples of corrective action may include a training program for those involved in the report/complaint, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.</p>
<p>Bullying</p>	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
<p>Improper Conduct</p>	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
<p>Confidentiality</p>	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed,</p>

and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

Appeal

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

Response to Sexual Harassment–Title IX

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

General Response

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual

harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;

10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

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

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

Records Retention

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

STUDENT WELFARE
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH
(LOCAL)

**[For Title IX recordkeeping and retention provisions, see
FFH(LEGAL) and the District's Title IX formal complaint
process.]**

**Access to Policy and
Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy FMF(LOCAL) – STUDENT ACTIVITIES – CONTESTS AND COMPETITION
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy FMF(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>This local policy on student contests and competition is recommended for deletion. There is no requirement for board policy on these issues; the district's practices can be included in administrative procedures.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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
MEETING DATE	October 2020

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

District Support

~~The Board encourages competition of an athletic nature through the District's membership and participation in the University Interscholastic League (UIL). District funds shall be used to supplement gate revenues to supply funds for the program.~~

UIL Activities

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports to enable enforcement. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

Athletic Program

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interschool competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

**Program
Coordination**

~~The Superintendent or designee shall supervise and coordinate the athletic program, shall represent the District at UIL meetings, and shall schedule all interscholastic athletic contests.~~

**Participation
Requirements**

~~All students participating in interscholastic athletics shall be required to have, prior to issuance of equipment and participation in any scheduled supervised workout:~~

- ~~1. Parental permission form signed.~~
- ~~2. Medical examination. [See FFAA]~~
- ~~3. Appropriate insurance or a signed waiver. [See FFD]~~

Non-UIL Activities

~~Contests and competitive activities that are sponsored by outside organizations shall not be required. Contests and competitive activities sponsored by the school shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

STUDENT ACTIVITIES
CONTESTS AND COMPETITION

FMF
(LOCAL)

Overnight Trips

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

Uniforms

~~The District shall provide appropriate uniforms for all groups in secondary schools that perform for the general public or for competition. Insofar as possible, uniforms shall be differentiated between levels (i.e., middle schools and high schools; varsity and junior varsity; symphonic band and concert band).~~

~~Uniforms not provided by the District for each participant by other means shall not be prerequisite for participation in any event.~~

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy FNG(LOCAL) – STUDENT RIGHTS AND RESPONSIBILITIES – STUDENT AND PARENT COMPLAINTS/GRIEVANCES
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy FNG(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>Policy Service has revised the list of protected characteristics at Other Complaint Processes, item 1, to align with the list at FFH(LOCAL).</p> <p>A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.</p> <p>The district's locally developed text throughout the policy has been retained, including provisions that permit the administration to reject certain complaints, prohibit complainants from appealing dismissal due to untimely filings, and permit complaint hearings before the board on a case-by-case basis.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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 82Yes

IS THERE A PRESENTATION	No
WHEN WILL THE PRESENTATION BE MADE	N/A
DOES ITEM REQUIRE BOARD SIGNATURE	No
MEETING DATE	October 2020

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Purpose

The parental complaint process set forth herein is intended as a means for parents to present sincere, bona fide concerns that are directly related to their child's public educational experience that are violations of Board policy, violations of state or federal law or regulations, or parents' rights under Chapter 26 of the Texas Education Code.

The purpose of this policy is to secure, at the lowest possible administrative level, prompt and equitable resolution of student or parent complaints. In order to maintain the integrity of the complaint process and ensure that the District's resources are devoted to their highest and best use, the administration shall screen and process complaints brought under this policy. Complaints deemed not to be bona fide, to be an abuse of process, or brought solely for the purpose of harassment shall be rejected and shall not proceed further. A decision to reject a particular complaint shall be final and may not be appealed. Except as provided below, all student or parent complaints shall be presented in accordance with this policy.

Complaints

Complaints regarding certain topics are addressed by specific policies or other documents that modify this complaint process or require an alternative process.

Other Complaint
Processes

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

1. Complaints alleging discrimination or harassment based on race, color, **religion, sex**, gender, national origin, **age, or** disability, ~~or religion~~ shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning removal to a disciplinary alternative education program shall be submitted in accordance with FOC and the Student Code of Conduct.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

7. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
8. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
9. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
10. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
11. Complaints concerning instructional resources shall be submitted in accordance with EF.
12. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.
13. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
14. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

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

**Freedom from
Retaliation**

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

General Provisions

In most circumstances in which a complaint involves a problem with a staff member, the student or parent shall be expected to discuss the matter with the teacher before requesting a conference with the appropriate administrator. Before initiating a formal

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

complaint under this policy, students or parents are encouraged to resolve concerns by scheduling an informal conference with the appropriate administrator. Announcement of a decision in the student's or parent's presence shall constitute communication of the decision. However, if the informal conference does not resolve the issue then the formal complaint process should be initiated.

The District's formal problem-solving process is referred to as *Solutions To Eliminate Problem Situations* or STEPS.

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

Filing

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

Scheduling
Conferences

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

Response

Reasonable attempts to schedule a conference are defined as at least three attempts to contact the grievant with no response. The first two contact attempts may be by telephone. If there is no answer, a voicemail or message, when available, must be left. The voicemail or message must identify the caller's name, position, purpose for the call, and callback number. The telephone call must be documented, including the date and time of the call, whether a voicemail or message was left or the reason that no voicemail or message was left, and, where applicable, the identity of the person taking the message. The third contact attempt must be made via letter that is hand-delivered or sent via certified mail, return receipt requested. The first two attempts may also be made in this manner.

Where the contact attempt was made by telephone, the administrator must allow at least three business days before making the next contact attempt. Where contact is made by letter, the administrator must allow at least three business days from the date of delivery before making the next contact attempt. These waiting periods apply for the purposes of counting the number of

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

contact attempts and in no way limit an administrator's ability to make additional attempts to contact the grievant during the required waiting periods.

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

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

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

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

**Solutions To
Eliminate Problem
Situations (STEPS)**

After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

Failure to meet the deadlines set forth through the STEPS process by the District allows the complainant to move to the next level in the process. Failure to meet the deadlines set forth through the STEPS process by the complainant shall end the complaint.

The process shall be as follows:

Level One

If the issue is not resolved informally, the parent or student may submit form FNG(EXHIBIT): Level One—Student/Parent Complaint Form to the appropriate administrator. The form must be filed within ten days of the incident or reasonable discovery of the incident. If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

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

Level Two

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

The appeal notice must be filed in writing, on FNG(EXHIBIT): Level Two Appeal Notice—Student/Parent Complaint Form, within seven days of the date of the written Level One response or, if no response was received, within seven days of the Level One response deadline.

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

The Level One record shall include:

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

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

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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

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

Level Three

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

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

Following receipt of the Level Three appeal and after determining that time lines have been met, the Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

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

At its next meeting, the Board shall examine the written grievance in closed meeting, in accordance with the Open Meetings Act, with neither the student nor parent present. The Board shall make a determination as to whether the grievance as presented merits a hearing. The Board shall make a written or audiotape record of this deliberation as required by law.

If the Board determines that the grievance as presented merits a hearing, the Superintendent shall inform the student and parent of the date, time, and place of such hearing. If a hearing is conducted, the person or persons complained of shall have a right

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

to be present, with a representative, together with the student and parent and the student's and parent's representative, if any.

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

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

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Second Reading of TASB Proposed Revisions to Board Policy GF(LOCAL) – PUBLIC COMPLAINTS
RECOMMENDED ACTION	That the Board approve the second reading of proposed revisions to Board Policy GF(LOCAL).
EXPLANATION OF ITEM	<p>This board policy provision was provided by the Texas Association of School Boards (TASB) as part of Update 115.</p> <p>A recommended revision specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days. This is an exception to how other timelines are calculated in the policy, which are based on "business" days in accordance with how days are defined.</p>
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	Jeremy Binkley, General Counsel Jason Sheffer, Board Services Director
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

MEETING DATE October 2020

PUBLIC COMPLAINTS

GF
(LOCAL)

Members of the public having complaints regarding the District's policies, procedures, or operations may present their complaints or concerns to the Board by following the procedure defined in this policy.

Complaints

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

Other Complaint Processes

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

1. Complaints concerning instructional resources shall be submitted in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints filed by employees shall be in accordance with DGBA; complaints filed by students and parents shall be in accordance with FNG.

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

Freedom from Retaliation

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

General Provisions

In most circumstances in which a complaint involves a problem with a staff member, the complainant shall be expected to discuss the matter with the staff member before requesting a conference with the appropriate administrator. Before initiating a formal complaint under this policy, the complainant is encouraged to resolve concerns by scheduling an informal conference with the appropriate administrator. Announcement of a decision in the complainant's presence shall constitute communication of the decision. However, if the informal conference does not resolve the issue, then the formal complaint process should be initiated.

The District's general problem-solving process is referred to as "Solutions to Eliminate Problem Situations," or STEPS.

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

Filing

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

Scheduling
Conferences

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

Reasonable attempts to schedule a conference are defined as at least three attempts to contact the grievant with no response. The first two contact attempts may be by telephone. If there is no answer, a voicemail or message, when available, must be left. The voicemail or message must identify the caller's name, position, purpose for the call, and callback number. The telephone call must be documented, including the date and time of the call, whether a voicemail or message was left or the reason that no voicemail or message was left, and, where applicable, the identity of the person taking the message. The third contact attempt must be made via letter that is hand-delivered or sent via certified mail, return receipt requested. The first two attempts may also be made in this manner.

Where the contact attempt was made by telephone, the administrator must allow at least three business days before making the next contact attempt. Where contact is made by letter, the administrator must allow at least three business days from the date of delivery before making the next contact attempt. These waiting periods apply for the purposes of counting the number of contact attempts and in no way limit an administrator's ability to make additional attempts to contact the grievant during the required waiting periods.

Response

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

PUBLIC COMPLAINTS

GF
(LOCAL)

Days	<p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
Representative	<p>“Representative” shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Solutions To Eliminate Problem Situations (STEPS)	<p>After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.</p> <p>Failure to meet the deadlines set forth through the STEPS process by the District allows the complainant to move to the next level in the process. Failure to meet the deadlines set forth through the STEPS process by the complainant shall end the complaint.</p>
Level One	<p>If the issue is not resolved informally, the individual may submit form GF(EXHIBIT): Level One – Complaint Form to the appropriate administrator. The form must be filed within ten days of the incident, or reasonable discovery of the incident. If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p> <p>The appropriate administrator shall investigate as necessary and schedule a conference with the individual within seven days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.</p> <p>Absent extenuating circumstances, the administrator shall provide the individual a written response within seven days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.</p>

Level Two

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

The appeal notice must be filed in writing, on GF(EXHIBIT): Level Two – Appeal Notice/Complaint Form, within seven days of the date of the written Level One response or, if no response was received, within seven days of the Level One response deadline.

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

The Level One record shall include:

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

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

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

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

Level Three

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

The appeal notice must be filed in writing, on GF(EXHIBIT): Level Three – Appeal Notice/Complaint Form, within seven days of the date of the written Level Two response or, if no response was received, within seven days of the Level Two response deadline.

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

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

The Level Two record shall include:

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

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

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

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

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

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

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting.

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2020-2021 Instructional Calendar Revisions
RECOMMENDED ACTION	That the Board approve the 2020-2021 realignment to the Instructional Calendar as recommended by the administration.
EXPLANATION OF ITEM	The Board of Trustees approved an intersessional academic calendar in May. At the time, the Texas Education Agency (TEA) recommended adopting an intersessional academic calendar so school districts could have flexibility in making up days potentially lost due to COVID-19 outbreaks. Since that time, TEA's revised guidance allows for remote instruction to count for funding purposes, eliminating the need for physical make-up days related to COVID-19. This revised guidance provides Spring ISD with the opportunity to realign our Instructional Calendar back to a traditional calendar. With this revision, the last day of school for all grade levels will be June 4 instead of May 28 for seniors and June 25 for all other grades, as outlined in the current calendar.
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 Communication
RESOURCE PERSONNEL	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 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 9⁸October 2020

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Memorandum of Understanding with Lone Star College for College Preparatory Mathematics and English Language Arts Courses
RECOMMENDED ACTION	That the Board approve the Memorandum of Understanding with Lone Star College for Preparatory Mathematics and English Language Arts (ELAR) Courses.
EXPLANATION OF ITEM	This Memorandum of Understanding is for the creation of College Preparatory Courses in Mathematics and English Language Arts. Spring ISD and Lone Star College shall collaborate to develop and provide courses in college preparatory Mathematics and ELAR.
EVERY CHILD 2020 IMPERATIVE	Reach Every Student
EVERY CHILD 2020 COMMITMENT	Excellent Curriculum and Instruction
EVERY CHILD 2020 STRATEGY	Establish a Districtwide Curriculum Framework with Clearly Defined Expectations Implement a Learning Management System with a 360 Degree View of Student Learning
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations Khechara Bradford, Chief Academic Officer Tiffany Williams, Director of Advanced Academics Matt Pariseau, Assistant Superintendent of Curriculum and Instruction
BUDGET PROVISIONS	None

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 9⁹October 2020



**Memorandum of Understanding
for College Preparatory Mathematics
and English Language Arts Courses**

Lone Star College ("College") and _____ Independent School District ("School District") enter the following Memorandum of Understanding ("MOU") for the creation of College Preparatory Courses in Mathematics and English Language Arts (herein referred to as "College Preparatory Courses") College and School District shall be known collectively as the "Parties" and singly as a "Party" or the "Party."

The purpose of this MOU is to outline the collaboration of the Parties, as listed above, in creating College Preparatory Courses in Mathematics and English Language Arts ("ELAR") for high school students who have not demonstrated college readiness.

1. **SCOPE OF SERVICES.** In accordance with the 83rd Legislature of the State of Texas House Bill No. 5, Section 10 and as written into the Texas Education Code § 28.014 and 19 Tex. Admin. Code § 9.147, School District shall collaborate with College to develop and provide courses in college preparatory Mathematics and ELAR. The College Preparatory Courses must be designed:

- 1.1. For students at the 12th grade level whose performance on:

- 1.1.1. an end-of-course assessment instrument does not meet college readiness standards; or
- 1.1.2. coursework, a college entrance examination or an assessment instrument indicates that the student is not ready to perform entry-level college coursework; and

- 1.2. To prepare students for success in entry-level college courses.

Additionally, College and School District agree to collaborate to develop and maintain the College Preparatory Courses that meet the terms of this MOU as outlined below. College and School District will meet regularly, at least one time per year, to maintain the integrity and evaluate the effectiveness of the College Preparatory Courses.

2. **TERMS.** Subject to any annual approvals that may be required by law, by the Texas Education Agency ("TEA"), or by the Texas Higher Education Coordinating Board ("THECB"), the term of this MOU shall commence upon the date of final signature below ("Commencement Date") and shall remain effective for three (3) academic years. Notwithstanding the foregoing, the Parties acknowledge and agree that a condition precedent to a Party's signing the MOU is approval of the MOU by that Party's governing board or designee. Upon mutual written agreement by the Parties and approval as may be required by the Parties' governing boards, TEA, and THECB, this MOU may be extended for two one-year renewal terms. As used in this MOU, "Term" shall mean the initial term. The initial term as may be extended by the renewal, or such shorter period of time in the event of termination of this MOU.

3. **COURSE DEVELOPMENT/CURRICULUM.**

- 3.1. The College Preparatory Courses will be developed by College and School District. College and School District academic representatives will agree on alignment of College Preparatory Courses outcomes and school curriculum including but not limited to length

of the College Preparatory Courses. Alignment will be consistent with entry-level college Mathematics and ELAR courses and College and Career Readiness Standards (“CCRS”), which are incorporated into the Texas Essential Knowledge and Skills (“TEKS”).

- 3.2. The academic representatives will develop a syllabus for the College Preparatory Courses satisfying requirements of the Parties to include course identifying information, student learning outcomes, instructional materials, and performance measures. Exhibit A, attached hereto and made apart hereof, lists academic representatives from College and School District.
 - 3.3. Students enrolled in College Preparatory Courses will not earn college credit for those courses.
 - 3.4. College will designate an academic representative to monitor the quality of instruction in order to ensure compliance with this MOU, including but not limited to, observations and evaluation of School District faculty.
 - 3.5. School District will provide all required materials, including textbooks, syllabi, course packets, and other materials needed for enrollment in the College Preparatory Courses.
 - 3.6. An agreed upon assessment such as a common final examination in Mathematics or calibrated written assignment in ELAR may be administered at the end of the course to all students enrolled in the College Preparatory Courses.
 - 3.7. Students who fall under Section 504 or the Americans with Disabilities Act (“ADA”) regulations may receive reasonable accommodations for the College Preparatory Course content; however, the course content shall not be modified for the purposes of this MOU.
4. **FACULTY SELECTION, SUPERVISION, AND EVALUATION.** School District will provide faculty who meet College faculty credential requirements (as described in the most current faculty credentials table) for each high school offering the College Preparatory Courses as follows:
- 4.1. ELAR: Bachelor’s degree with a major or minor in English, literature, creative writing or a related field such as education, reading, writing, linguistics, or language arts; or Master’s degree in English, literature, creative writing or in a related field such as education, reading, writing, linguistics, or language arts; or Bachelor’s degree with related teaching or training experience in one or more of the above mentioned fields.
 - 4.2. Mathematics: Bachelor’s degree or higher with a minimum of 12 undergraduate hours in mathematics, statistics, or mathematics education.

Appropriate School District high school faculty will meet regularly, at least one time per year, with appropriate College faculty to ensure that each course is aligned with the Program’s expectations. College may supervise the instruction of these courses, including, but not limited to, observation and evaluation of School District faculty.

5. **LOCATION OF CLASSES.** College Preparatory Courses developed will be held on the campus of the School District high schools offering the course(s).
6. **PARENTAL INVOLVEMENT AND OUTREACH.** School District shall provide a notice to each district student who has not demonstrated college readiness and to the parent or guardian

regarding the benefits of enrolling in the College Preparatory Courses. School District personnel, counselors, and administrators will be responsible for all communication with parents. College personnel will not be expected to communicate with parents.

7. **IDENTIFYING AND ADMITTING COLLEGE PREPARATORY STUDENTS.** School District will assume responsibility for identifying and providing information to potential College Preparatory students. College may collaborate with the School District to hold an information session at the School District for potential students and their parents. College personnel may ask potential students to opt-in to the College recruiting database to receive information regarding student services, academic programs, admissions, and enrollment at the College following high school graduation.
8. **COURSE SUCCESS AND COLLEGE READINESS.** Common assessment instrument(s) for each of the College Preparatory Courses will be developed and adopted by the College and School District to ensure the rigor of the College Preparatory Courses and will be administered at the time(s) agreed upon by both institutions.
 - 8.1. For the ELAR and Mathematics College Preparatory Courses, a student earning a grade of 75 or above in a particular course will be deemed as having demonstrated proficiency in the course and will be eligible to enroll in an entry-level college level English composition or Mathematics course. A student earning a grade between 70 – 74 will receive high school credit for that course but will not have demonstrated college-readiness.
 - 8.2. Specific to the ELAR and Mathematics College Preparatory Courses, no single assessment will be weighted over 20%. College and School District must mutually agree on whether retesting is allowable, and the parameters for retesting must be clearly defined in the syllabus for the course. If College and School District mutually decide to allow students to re- test, the score on this assessment must be limited to a 70.
 - 8.3. Successful completion of the College level ELAR or Math course will demonstrate Texas Success Initiative (TSI) compliance in the corresponding subject areas of Reading, Writing, and/or Math.
9. **PROFESSIONAL DEVELOPMENT.** Appropriate School District high school faculty will meet regularly, at least one time per year with appropriate College faculty to ensure that College Preparatory Courses are aligned with the Program expectations. College and School District will develop and provide professional development opportunities for the teachers responsible for the College Preparatory Courses. Designated College personnel will coordinate and convene these training opportunities. Evidence of completion of professional development activities will be granted by an approved service provider.
10. **PROGRAM EVALUATION.** School District and College will develop a plan for the evaluation of the College Preparatory Courses to be completed for each year of the MOU. The evaluation will include, but is not limited to, disaggregated attendance and retention rates, satisfactory progress in the College Preparatory Courses, state assessment results, SAT/ACT, TSI readiness, qualification of College Preparatory Courses' instructors, adequate progress toward the college-readiness, and college-level course performance following matriculation of the students in the College Preparatory Courses.

11. TRANSCRIPTION OF CREDIT. Transcription of high school credit and assessment results is the responsibility of School District. School District determines how the grades will be recorded in the high school transcript for GPA and ranking purposes. College and School District will use an agreed upon nomenclature for determining TSI-compliance.

- 11.1. A student who successfully completes a College Preparatory Course under Texas Education Code §28.014 will be allowed to register for the college- level course for a period of twenty-four (24) months from the date of high school graduation with respect to the content area of the course. The student must enroll in the first college-level course in the exempted content area in the first year of enrollment at the College.
- 11.2. This temporary exemption applies only at the institution of higher education that partners with the school district in which the student is enrolled to provide the course.
- 11.3. Additionally, an institution of higher education may enter into an MOU with a partnering institution of higher education to accept the temporary exemption for the college preparatory course. When College has entered into an MOU with a partnering institution of higher education to accept the temporary exemption for the College Preparatory Courses, College will notify School District of such in writing.

12. COMPLIANCE AND INDEMNITY. School District agrees:

- 12.1. To certify that their sites are Americans with Disabilities Act (ADA) compliant.
- 12.2. To comply with all applicable provisions of the Family Education Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA").
- 12.3. In all cases, to comply with all federal, state, and local laws applicable to this MOU.
- 12.4. To have in place and abide by a policy prohibiting sexual harassment.

The Parties agree to operate and perform their obligations under this MOU in compliance with the applicable federal, State, and local laws, implementing regulations, executive orders, interpreting authorities, and administrative rules and requirements, including, but not limited to, (a) the following federal statutes as may be amended: Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Family Educational Rights and Privacy Act of 1974; Title IV of the Higher Education Act of 1965; and Individuals with Disabilities in Education Act; (b) the Texas constitution; (c) applicable provisions of the Texas Education Code; (d) State and federal laws regarding the reporting of any and all alleged child abuse, school-related crimes, and sexual molestation of students; (e) State record retention laws; (f) applicable provisions of Title 19 of the Texas Administrative Code, including, without limitation, Chapter 4, Subchapters D and Chapter 9, Subchapter H; (g) TEA guidelines and requirements, including, the Student Attendance Accounting Handbook and the Financial Accountability System Resource Guide; (h) THECB guidelines and requirements; and (i) the rules, regulations, and requirements imposed by accrediting agencies applicable to either Party, including, the Southern Association of Colleges and Schools. The Parties agree to operate in compliance with their respective applicable board policies and procedures.

Parties understand that this program must support through its activities the mission of College and the mission of School District; neither Party may use the name and official seal of the other

Party or any of its components without the written consent of the Parties' president/chancellor or his/her designee; that the program is subject to all policies and procedures of the Parties' Trustees/Regents and system administration, and must submit to reporting and auditing requirements as established by the system administration, including consultation with an attorney from their respective Office of General Counsel.

To the extent permitted by the laws and constitution of the State of Texas and without waiver of governmental immunity, each Party shall defend, indemnify and hold harmless the other Party and its affiliates and their respective agents, servants and employees from and against any losses, expenses and liabilities (including reasonable attorneys' fees) arising out of, or in connection with, any negligent act or omission of the indemnifying party under this MOU. The obligations of the indemnifying party under this section shall survive the termination of this MOU.

13. **AMENDMENT/REVISIONS.** This MOU may only be amended by mutual written agreement of the parties.

14. **NOTICES.** All notices, demands, or requests from one party to the other may be personally delivered or sent by email and mail, certified or registered, postage prepaid, to the addresses stated in this section, and are considered to have been given at the time of personal delivery or mailing.

All notices, demands, or requests shall be given or mailed to:

College:

School District:

with a copy to:

with a copy to:

15. **TERMINATION.** College reserves the right to terminate this MOU for convenience upon thirty (30) days written notice to School District.

16. **GOVERNING LAW.** This MOU is governed by the Constitution and the internal laws of the State of Texas. The exclusive venue of any suit arising from this MOU shall be in Montgomery County, Texas.

17. **NONASSIGNABILITY.** Parties herein shall not assign any interest in this MOU and shall not transfer any interest in same without prior written consent of the Parties.

18. **INDEPENDENT CONTRACTOR.** Parties shall provide services pursuant hereto, as independent contractors. The Parties understand that the tasks, the details of which the Parties do not have legal right to control, and no such control are assumed by this MOU. This MOU does not create an

employment relationship, partnership, or joint venture between the Parties (or its employees). Neither of the Parties nor their employees shall be deemed employees of one another for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by a Party.

19. NO THIRD PARTY BENEFICIARIES. Nothing in this MOU, express or implied, is intended or shall be construed to confer upon any person, firm or corporation other than the Parties hereto and their respective successors or assigns, any remedy or claim under or by reason of this MOU or any term, covenant or condition hereof, as third party beneficiaries or otherwise, and all of the terms, covenants and conditions hereof shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

20. COUNTERPARTS. This MOU may be executed in multiple counterparts, each one of which shall be an original, and different Parties may sign different counterparts, all of which shall constitute but one document.

21. ENTIRE AGREEMENT. This MOU and any and all exhibits attached thereto shall constitute the complete agreement between the Parties relating to the subject matter herein and supersedes all prior and contemporaneous proposals, agreements, understandings, representations, purchase orders, invoices and communications, whether oral or written relating to the subject matter herein.

IN WITNESS WHEREOF, the Parties have caused this MOU to be signed by their duly authorized officer, to become effective as of the date stated above.

LONE STAR COLLEGE

SCHOOL DISTRICT

Signature Date

Printed Name

Title

Signature Date

Printed Name

Title

Signature Date

Printed Name

Title

Signature Date

Printed Name

Title

Note: Modification of this Form requires approval of OGC.

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Notice of Grant Award – Spring ISD’s 21st Century Community Learning Program
RECOMMENDED ACTION	That the Board approve the Notice of Grant Award for Spring ISD’s 21st Century Community Learning Program.
EXPLANATION OF ITEM	The Texas Education Agency awarded Spring ISD \$1,800,000 to continue its 21st Century Community Learning program.
EVERY CHILD 2020 IMPERATIVE	Reach Every Student
EVERY CHILD 2020 COMMITMENT	Graduates Who Are 21st Century Learners
EVERY CHILD 2020 STRATEGY	Support Teaching Through Technology Practices Create Interactive Learning Environments
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations Kimberly Fonteno, Assistant Superintendent of School Leadership Carla Jones Taylor, Director of 21st CCLC Program
BUDGET PROVISIONS	21st CCLC Grant

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 October 2020

Organization: SPRING ISD

County-District: 101919

Vendor ID: 1- 746002339

Campus/School: Not Applicable

ESC Region: 4

School Year: 2021

Notice of Grant Award

SAS # A782-21

Amendment Number:

Name of Grant Program	Far Fund Code	Far Rev Code	Fed Awd # /CFDA #	Federal Aid Agency	TEA USE only	Begin Date	End Date	Increase (Decrease)	Amount
NITA M. LOWEY 21ST CCLC CYCLE 9 YEAR 5	265	5929	S287C200044 84.287C	USDE	69502124	08/01/2020	07/31/2021	\$0.00	\$1,800,000.00
								NOGA Total:	\$1,800,000.00

An amount of \$0.00 has been reserved for the Notice of Grant Award. For more information, please contact the funding contact listed on the TEA Grant Opportunities page.

Application and any amendment thereto identified above, Received Date/ Document Control Number/ Application ID{05/29/2020}as revised or negotiated by the Texas Education Agency (TEA), is hereby incorporated by reference and, therefore, made a part of this grant award. Also incorporated by reference into this grant award are the Provisions and Assurances contained in the incorporated application, the Request for Application (if applicable), the instructions to completing the Standard Application System (SAS), any guidelines which accompany the application, including program and fiscal guidelines, and any and all attachments or appendices submitted by the applicant or included by TEA. This grant is made contingent upon the availability of funds from the funding entity to the Texas Education Agency for distribution to the sub grantee named above. If funding is not received, TEA assumes no liability for costs incurred by the grant recipient.

Offer Accepted by Grantee

The signature of the applicant's authorized officer contained on the applicant's application or amended application referred to above, is hereby incorporated by reference and made a part of this grant/award.

Approval ID of the Commissioner of Education or Designee
Texas Education Agency

Date



08/14/2020

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Child Care Local Match Contribution Agreement with Gulf Coast Local Workforce Board for the 2020-21 School Year
RECOMMENDED ACTION	That the Board approve the Federal Fund for Child Care services for eligible teen parents and staff of Spring ISD.
EXPLANATION OF ITEM	The funds will be used for direct child care services for eligible children and families meeting TWC's (Texas Workforce Commission) rules.
EVERY CHILD 2020 IMPERATIVE	Excellence in Every School
EVERY CHILD 2020 COMMITMENT	Excellent Curriculum and Instruction
EVERY CHILD 2020 STRATEGY	Excellent Early Childhood Programs
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations Khechara Bradford, Chief Academic Officer Matt Pariseau, Assistant Superintendent of Curriculum and Instruction Cynthia Williams, Director of Career and Technology Education
BUDGET PROVISIONS	Federal Funds for 2020-21 school year

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 October 2020

2020-2021 Timelines for Local Match

Date	Action Item
September, 2020	Local Match Agreements for FY 2021 distribution by Collaborative for Children
1 st week of October	(For previous fiscal year, if applicable) 4 th Quarter certification forms are sent out
October 16 th	(For previous fiscal year, if applicable) 4 th Quarter certification forms and support documentation are returned
October 30 th	Signed Agreements are due to Collaborative for Children
1 st week of January 2021	1 st Quarter certification forms are sent out
January 15 th	1 st Quarter certification forms and support documentation are returned
1 st week of April	2 nd Quarter certification forms are sent out
April 16 th	2 nd Quarter certification forms and support documentation are returned
1 st week of July	3 rd Quarter certification forms are sent out
July 16 th	3 rd Quarter certification forms and support documentation are returned
1 st week of October	4 th Quarter certification forms are sent out
October 15 th	4 th Quarter certification forms and support documentation are returned Submit Local Match Agreements for the next fiscal year

Thank¹⁰⁹ You!



**Child Care Local Match Contribution Agreement
Gulf Coast Local Workforce Board**

NAME OF CONTRIBUTOR	SPRING INDEPENDENT SCHOOL DISTRICT
----------------------------	---

PLEDGED LOCAL MATCH AMOUNT	
DONATION	\$
TRANSFER	\$
CERTIFICATION OF EXPENDITURES	\$ 250,000


The contributor identified above pledges the local funds as indicated in order for the Texas Workforce Commission (TWC) to draw down additional federal funds. Both the local and matched federal funds will be used for the provision of allowable child care services or activities in the following local workforce development area or within the state if indicated through this agreement: Gulf Coast Workforce Board area.

All parties understand and agree that (1) the appropriate Federal Medical Assistance Percentage for Texas will be used to determine the amount of federal funds matched as a result of this local contribution, and (2) this agreement is contingent upon acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission (Commission).

SIGNATURES: The individual signing this agreement on behalf of the contributor or the Board hereby warrants that he or she has been fully authorized to:

- execute this agreement on behalf of his or her organization; and
- validly and legally bind his or her organization to all the terms, performances, and provisions of this agreement.

For the faithful performance of this agreement as delineated, the parties below affix their signatures and bind their agencies effective **October 1, 2020** and continuing through **September 30, 2021**.

	SPRING INDEPENDENT SCHOOL DISTRICT	GULF COAST WORKFORCE BOARD
Signature		 5662284B242A416...
Printed Name	Dr. Rodney Watson	Charles Wemple
Title	Superintendent	Executive Director
E-mail Address	rwatson@springisd.org	charles.wemple@h-gac.com

Child Care Local Match Contribution Agreement GENERAL AGREEMENT TERMS

SECTION 1: Legal Authority

In the State of Texas, TWC is designated as the lead agency for the administration of Child Care and Development Fund (CCDF) funds available under Title VI of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (42 United States Code (USC) §9801 et seq.).

Pursuant to federal regulations (45 Code of Federal Regulations (CFR) Parts 98 and 99), TWC is the CCDF lead agency for Texas and the entity designated to accept donated funds from any private entity, or transferred funds from any public entity, or certifications of expenditures from public entities that may be used as match for available federal funds. As such, the terms of this agreement are contingent upon the certification of private donations (if applicable) by TWC, and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.

SECTION 2: For contributions from a private entity to TWC, the contributor, by executing this agreement, certifies that pursuant to Labor Code §301.021(b)–(d) and Texas Government Code §575.005:

- a. The contributor is not party to an administrative proceeding before the Commission.
 - (i) Under Texas Government Code §575.005, “administrative proceeding” means a “contested case” as defined by Texas Government Code §2001.003, that is, “a proceeding, including a ratemaking or licensing proceeding, in which the legal rights, duties, or privileges of a party are to be determined by a state agency after an opportunity for adjudicative hearing.”
 - (ii) Before accepting this agreement, TWC will verify whether the private entity contributor is party to an administrative proceeding before the Commission. If the private entity contributor is, or becomes a party to, an administrative proceeding before the Commission before the Commission's acceptance of this agreement, Texas Labor Code §301.021(b) and Texas Government Code §575.005 prohibit the Commission from accepting this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Texas Government Code §2001.144.
- b. If the contributor is a for-profit entity, the contributor does not currently:
 - (i) have a contract with TWC for services or products of a value of \$50,000.00 or greater; or
 - (ii) have a bid in response to a request for proposal for such contract before TWC.

This condition does not apply to a contract or bid that relates only to providing child care services.

- c. Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that pursuant to Texas Labor Code §301.021(d), the contributor shall not enter into a contract with TWC or submit a bid in response to a request for proposal issued by TWC before the first anniversary of the date on which TWC accepted a donation from the contributor, unless the contract or bid relates only to providing child care services.

SECTION 3: For contributions from a private entity to a Board, consistent with Labor Code §301.021(b)–(d) and Texas Government Code §575.005:

- a. The contributor is not party to a Board-level complaint or appeal pursuant to Chapter 823, Subchapter B.
 - (i) Before accepting this agreement, the Board will verify whether the private entity contributor is party to a Board-level complaint or appeal. If the private entity contributor is, or becomes a party to, a Board-level complaint or appeal before the Commission’s acceptance of this agreement, the Commission will not accept this agreement until the 30th calendar day after the date that the decision in the proceeding becomes final under Chapter 823.
- b. If the contributor is a for-profit entity, the contributor does not currently:
 - (i) have a contract with the Board for services or products of a value of \$50,000.00 or greater; or
 - (ii) have a bid in response to a request for proposal for such contract before the Board.

This condition does not apply to a contract or bid that relates only to providing child care services.

- c. Upon execution of this agreement, if it is for the contribution of privately donated funds from a for-profit entity, the contributor understands that consistent with Texas Labor Code §301.021(d), the contributor shall not enter into a contract with the Board or submit a bid in response to a request for proposal issued by the Board before the first anniversary of the date on which the Board accepted a donation from the contributor unless the contract or bid relates only to providing child care services.

SECTION 4: The contributor agrees as follows:

- a. To remit to TWC the pledged local share in accordance with Item E, Donation/Transfer Payment(s) and Certification of Expenditures Schedule.
- b. For public transfers of funds and private donations made to TWC, checks remitted by the contributor must be made payable to the “Texas Workforce Commission” and submitted to TWC.
- c. For private donations made to the Board, the contributor must remit the donation to the Board.
- d. To keep, and make available to TWC or the Board upon request, records adequate to show that the contributed funds put forth in this agreement are eligible for matching purposes. The records shall be retained and made accessible for the longer of: 1) the period specified by the Board’s record retention policies for such records, 2) seven years after the end date of this agreement, or 3) until the completion and resolution of all issues that arise from any litigation, claim, negotiation, audit, or other action that began during and was ongoing as of the end of the normal retention period.
- e. When certifying expenditures of public funds as the local match, to provide the Board and TWC with a statement that certifies the expenditures, and includes information detailing services delivered and expenditures in the format and within the time frames prescribed by the Board.

- f. When certifying expenditures of public funds as the local match, to report to TWC no later than the 14th month of the grant certifications consistent with the contributions schedules and payment plans specified in the local agreement.
- g. To certify that the expenditures used as child care match are eligible for federal match, and were not used to match other federal funds.
- h. Donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.

SECTION 5: The Board agrees as follows:

- a. To use the funds donated or transferred by the contributor, and the resulting federal funds for child care services consistent with the intent of this agreement and in accordance with applicable local, state, and federal laws and regulations.
- b. To ensure that certified public expenditures (if applicable) represent expenditures eligible for federal match; were not used to match other federal funds, were not federal funds unless authorized by federal law to be used to match other federal funds, and do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.55(h).
- c. To ensure that donations from private entities:
 - (i) are donated without any restriction that would require their use for a specific individual, organization, facility, or institution;
 - (ii) do not revert to the donor's facility or use;
 - (iii) are not used to match other federal funds;
 - (iv) shall be certified both by the donor and by TWC;
 - (v) shall be subject to the audit requirements in 45 CFR §98.65; and
 - (vi) shall be subject to federal reporting; entities shall provide the Board and TWC, on request, data needed for federal reporting purposes.
- d. To inform the contributor of the time frames and procedures for remitting payment of pledged funds or submitting reports delineating certification of expenditures during the contribution period.

SECTION 6: The Board and the contributor agree as follows:

- a. That performance under this agreement is contingent upon the certification of private donations (if applicable) and the final acceptance of this agreement in an open meeting by a majority of TWC's three-member Commission.
- b. "Child Care Local Match Contribution Information" is incorporated by reference.
- c. To comply with federal regulations in 45 CFR §98.55, relating to matching fund requirements, and 45 CFR §98.56, relating to restrictions on the use of funds.

- d. To submit a certification of expenditures report, certifying that the child care–related expenditures were incurred according to regulations and policies to draw down such federal matching funds, and have not already been used as match for any other federal matching program.
- e. Other agreed-upon local operating plans and procedures used to implement and carry out the terms and intent of this agreement must comply with Board policies and procedures.
- f. This agreement for the contributor to provide matching funds is contingent upon the availability and amount of unmatched federal CCDF appropriations. If such funds are otherwise unavailable or reduced, written notice of termination, payment suspension, or funding reduction will be given by any party.
- g. These terms and conditions may be amended by written agreement of all parties at any time before the current agreement end date, as indicated on page one of this agreement, contingent upon acceptance of the amended terms and conditions by all parties.
- h. If federal, state, or local laws, or other requirements are amended or judicially interpreted so as to render continued fulfillment of this agreement, on the part of any of the parties, substantially unreasonable or impossible, and if the parties should be unable to agree upon any amendment that would therefore be needed to enable the substantial continuation of the services contemplated herein, the parties shall be discharged from any further obligations created under the terms of this agreement, except for the equitable settlement of the respective accrued interests or obligations incurred up to the date of termination.
- i. This agreement may be terminated by any party, for any reason, upon written notification to the other parties of at least 30 days in advance of such termination. Such written notification will be sent to the contributor’s address as specified in Section B of the Child Care Local Match Contributor Information in this agreement.

CHILD CARE LOCAL MATCH CONTRIBUTION INFORMATION**A. BOARD INFORMATION:**

Board Name: Gulf Coast Workforce Board		
Board Address: 3555 Timmons Lane, Suite 120, Houston, TX 77027		
Board Staff Contact Name: Maisha Lyons	Phone: 713-993-2434	Fax: 713 993-4578
E-mail Address: maisha.lyons@wrksolutions.net		

B. CONTRIBUTOR INFORMATION:

Contributor Name: Spring Independent School District		
Contributor Address: 16717 Ella Blvd. Houston, TX 77090		
Type of Entity: Independent School District		
Name of Fiscal Agent (if applicable):		
Vendor ID Number or Federal Employer ID Number of Contributor or Contributor's Fiscal Agent: 74-60023397		
Contributor Contact Name: Cynthia Williams	Phone: 281-891-6200	Fax: N/A
E-mail Address: cynthiaw@springisd.org		

C. ORIGINATING AGREEMENT INFORMATION:

Type of Contribution: <input type="checkbox"/> Donation (Private Entity) <input type="checkbox"/> Transfer (Public Entity) <input checked="" type="checkbox"/> Certification (Public Entity)	
Pledged Local Match Amount: \$ 250,000 Amounts secured in excess of the pledged local match amount, if any, are herein included in this agreement and approved for use in accordance with this agreement, including use for statewide match purposes, if agreed in this agreement.	
The contributor voluntarily agrees and allows that any local contributions secured in excess of the amount needed to draw down the federal match amount allocated to the workforce area may be used for statewide match purposes. (Check if agree.)	<input checked="" type="checkbox"/> Agree
Program Number: 2821CCMC23	
The contributor voluntarily agrees and allows that any certifications of expenditures and donations over the pledged amount will be aggregated and obligated at the state level. The excess amounts will be applied to the local leverage amounts that all workforce areas are required to secure to access federal matching funds allocated among all workforce areas. (Check if agree.)	<input checked="" type="checkbox"/> Agree
Did a Board Member assist in securing this local match agreement? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
• If yes, Name of Board Member:	
• How did the Board Member assist?	

D. USE OF FUNDS DESCRIPTION:

The planned use of funds, including planned amounts, is described below. Use of funds must be in compliance with the state's CCDF State Plan in effect for the contract period.

1. **Cash Contributions:** The description below addresses the Board's planned use of local and federal funds resulting from donation and transfer of funds agreements.

Fund Use		Planned Local and Federal Funding (\$)
Direct Child Care	The funds will be used: 1. for direct child care services; 2. for eligible children and families meeting TWC and Board eligibility criteria; and 3. at child care providers eligible under TWC rules. Source of Local Funds: _____	\$
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: _____	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies.	\$
TOTAL	Total planned local and federal funds resulting from donations and transfers.	\$

2. **Certification of Expenditures:** The descriptions below describe: (1) the allowable child care services or activities that resulted in local certified expenditures, (2) the source of the local funds, and (3) the Board's planned use of the matched federal funds resulting from the certification of expenditures.

Fund Use		Planned Local Funding (\$)
Direct Child Care	Expenditures certified by the contributor resulted from: 1. direct child care services provided by: _____ [child care provider or organization, or entity]; 2. direct child care services provided to children under 13 years of age; and 3. the amount of local match expenditures being proportional to the low-income population in the area served using the expenditures. Source of Local Funds: _____	\$
Child Care Quality Improvement	Expenditures certified by the contributor resulted from quality improvement activities allowable under TWC rule §809.16. Source of Local Funds: Local tax revenues and/or State compensatory funds.	\$ 250,000
Fund Use		Planned Federal Funding (\$)
Direct Child Care	The federal funds will be used: 1. for direct child care services provided: to eligible families who reside within the Gulf Coast Workforce Development Area; 2. for eligible children and families meeting TWC and Board eligibility criteria; and 3. at child care providers eligible under TWC rules. *No restrictions can be placed on use of funds by contributor.	\$ 500,000
Child Care Quality Improvement	The funds will be used for quality improvement activities allowable under TWC rule §809.16.	\$
Administration and Operations	The funds will be used for administration and operations in accordance with applicable federal regulations and TWC policies.	\$
TOTAL	Total planned local and federal funds resulting from certifications of expenditures.	\$ 750,000

E. DONATION/TRANSFER PAYMENT(S) AND CERTIFICATION OF EXPENDITURES SCHEDULE:

In compliance with Section 3(a) of this agreement, the contributor will remit payment or reports of actual expenditures in accordance with the completed schedule below.

1. Donation/Transfer Payment(s) (Local Funds):

	Donation/Transfer Date*	Actual Amount
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$
11.		\$
12.		\$
TOTAL		\$

*Pursuant to TWC rule §800.73(a)(2), the donation(s)/transfer(s) must occur within the effective program year in which the funds are allocated.

2. Public Entity Certification of Expenditures (Local Funds):

	Certification Period*	Reporting Date**	Planned Amount of Expenditures
1.	From 10/01/20 to 12/31/20	01/31/21	\$ 65,000
2.	From 01/01/21 to 03/31/21	04/30/21	\$ 70,000
3.	From 04/01/21 to 06/30/21	07/31/21	\$ 65,000
4.	From 07/01/21 to 09/30/21	10/31/21	\$ 50,000
5.	From to		\$
6.	From to		\$
7.	From to		\$
8.	From to		\$
9.	From to		\$
10.	From to		\$
11.	From to		\$
12.	From to		\$
TOTAL			\$ 250,000

*Pursuant to TWC rule §800.73(a)(2), the certification(s) must occur within the effective program year in which the funds are allocated.

**Explanation is required below if reporting dates are outside the contract end date.
Additional month needed for compilation of fourth quarter data.

- Private donor cash donations—submit one original signed form to: TWC's Board/Adult Education and Literacy Grants department, 101 East 15th Street, Room 104T, Austin, Texas 78778-0001.
- Public Entity Transfers and Certifications—submit one copy of the signed form to the e-mail address ccm.agreements@twc.state.tx.us.
- Please call the Board's assigned contract manager if you have questions. An individual may receive and review information that TWC collects by sending an e-mail to open.records@twc.state.tx.us or writing to TWC Open Records Unit, 101 East 15th Street, Room 266, Austin, Texas 78778-0001.

**CERTIFICATION OF EXPENDITURES
BY A PUBLIC ENTITY**

Name of Contributing Public Entity: **Spring Independent School District**

The public entity named above certifies expenditures in the amount of **\$ 250,000** to be used as state matching funds to draw down available federal matching funds as authorized in the CCDF regulations at 45 CFR §98.55.

By signing below, the public entity named above certifies that the funds specified above:

- 1) are not federal funds, or are federal funds authorized by federal law to be used to match other federal funds;
- 2) are not used to match other federal funds;
- 3) represent expenditures eligible for federal match;
- 4) do not represent expenditures for public prekindergarten programs as referenced in 45 CFR §98.55(h).

Signature of authorized agent: _____

Printed name of authorized agent: **Ann Westbrook**

Title of authorized agent: **Chief Financial Officer**

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Texas A&M AgriLife Extension
RECOMMENDED ACTION	That the Board approve the resolution that 4-H will be considered as an extracurricular activity and that the Board will recognize the Extension agents as adjunct staff.
EXPLANATION OF ITEM	<p>Item 1: Extracurricular Status of Harris County 4-H:</p> <ol style="list-style-type: none">1. 4-H is a part of Spring Tri-Club2. Signed resolution allows the 4-H to be considered as extracurricular activity.<ol style="list-style-type: none">a. Allows students that participate in 4-H to have excused absences (like FFA student).b. Students must meet the academic eligibility to participate (like FFA). <p>Item 2: Adjunct Faculty:</p> <ol style="list-style-type: none">1. If the Board recognizes the Extension agents as adjunct staff, then the District can count students that are participating in 4-H activities for school day attendance when participating in extracurricular activities during the school day.2. The District does not have to compensate the Extension agents. List of adjunct staff for the 2020-21 school year is provided.
EVERY CHILD 2020 IMPERATIVE	Opportunities and Choice for Every Family
EVERY CHILD 2020 COMMITMENT	Best-in-Class Specialized Programs
EVERY CHILD 2020 STRATEGY	Expand Career Pathways Across All High Schools
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations Khechara Bradford, Chief Academic Officer Matt Pariseau, Assistant Superintendent of Curriculum and Instruction Cynthia Williams, Director of Career and Technology Education
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 119es

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	October 2020

OFFICE OF HARRIS COUNTY



13105 Northwest Freeway, Suite 1000
Houston, Texas 77040
713.274.0965
August 26, 2020

Dr. Rodney E. Watson
Spring ISD Superintendent
16717 Ella Blvd
Houston, Texas 77090-4299

Dear Dr. Watson:

As an educational agency, Texas A&M AgriLife Extension Service supports the Texas Education Code and academic responsibility of student 4-H members. The dedication of Extension faculty to see that 4-H members comply with the provision of the Texas Education Code is important to the effective adherence of the rule among our 4-H members.

The faculty of the Texas A&M AgriLife Extension Service in Harris County respectfully requests your consideration of two important items at the next scheduled meeting of the Board of Trustees. If you have any questions or concerns regarding these two issues, please feel free to call us.

Item 1: Extracurricular Status of Harris County 4-H

On behalf of the 4-H members of Harris County we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. By participating in this resolution you recognize the educational benefit and developmental impact the 4-H program has on youth.

We have also developed a comprehensive list of activities/events that may require 4-H members to be absent throughout the school year.

Finally, a 4-H Declaration of Eligibility Form has also been enclosed and will serve as the means by which we will establish a 4-H members academic eligibility to participate in the stated activity/event.

Item 2: Adjunct Faculty

We respectfully request approval of the attached Adjunct Faculty Agreement with the school district. The faculty are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree.

This amendment provides local school boards the opportunity to recognize county Extension agents as adjunct staff members and to count students participating in 4-H/Extension educational activities "in attendance for Foundation School Program purposes." County Extension agents which are granted approval for adjunct faculty status remain under the direct supervision of the appropriate District Extension Director or County Extension Director. Adjunct faculty members will remain employees of the Texas A&M AgriLife Extension Service and will receive no compensation, salary, or remuneration from the school district entering into this agreement.

We hope that Spring School District will approve these two important requests. If not, the Adjunct Faculty at least consider approving the Extracurricular Status of Harris County 4-H. Following action by your Board, please provide us with written documentation for our file. Please let us know if you have any questions or need additional information.

Sincerely,



Ms. Brittney Ivey
County Extension Agent 4-H & Youth Development
Harris County

/sc

Enclosure

Tel. 713.274.0965
eFax. 832.927.0025
agrilife.org/harris4h

Texas A&M AgriLife Extension Service provides equal opportunities in its programs and employment to all persons, regardless of race, color, sex, religion, national origin, disability, age, genetic information, veteran status, sexual orientation, or gender identity. The Texas A&M University System, U.S. Department of Agriculture, and the County Commissioners Courts of Texas cooperating.

**RESOLUTION
regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the
Spring Independent School
District

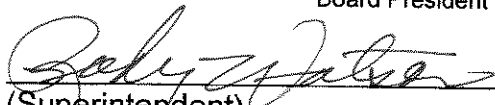
(Complete name of school district)

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Harris County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities. Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final. Texas A&M AgriLife Extension will request academic eligibility for competitive and non-competitive purposes when an absence is required.

Approved this _____ day of _____, 20_____.

(Board of Trustee)

Rhonda Newhouse
Board President



(Superintendent)

Rodney E. Watson, Ph.D.
Superintendent of Schools

Tel. 713.274.0965
eFax: 832.927.0025
agrilife.org/harris4h

ADJUNCT FACULTY AGREEMENT

THE STATE OF TEXAS
COUNTY OF HARRIS

On this date, at a regularly scheduled and posting meeting, came the Board of Trustees of the Spring Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individuals as adjunct faculty members of the Spring Independent School District.

Upon consideration and vote of _____ in favor, Shannon Dietz, Brittney Ivey, and Jeremy Peaches are hereby named as adjunct faculty members of the Spring Independent School District subject to the following considerations and provisions of such appointment, to wit:

1. This appointment shall commence on the _____ day of _____, 20____ and remain in effect until the _____ day of _____, 20____.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

Shannon Dietz	CEA – ANR	MS	1997	LSU
Brittney Ivey	CEA - 4-H	MS	2016	McNeese State University
Jeremy Peaches	EA - CEP-4-H	BS	2015	PVAMU
3. Adjunct faculty members will receive no compensation, salary, or remuneration from Spring Independent School District.
4. Adjunct faculty members are and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty members are and shall remain under the direct supervision of either the District Extension Administrator of District 9 or Harris County Extension Director.
6. Adjunct faculty members shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty members shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of the Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty members are not the employee of School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Harris County Extension Agent(s) who have been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Harris County Extension Agent(s) (Texas A&M AgriLife Extension Service employees) are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Spring Independent School District or any of its employees, agent, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2020.

Spring Independent School District

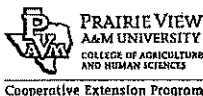
By: _____

4-H Activities/Events for 2020-2021

Below is a list of activities/events students may need to be absent during the 2020-2021 school year. Should additional activities arise, it is our intention to make you aware of them as soon as possible. Those in *italics* only pertain to their local school districts.

Sept. 24 - October 17, 2020	State Fair of Texas in Dallas
Jan. 15-Feb. 6, 2021	Fort Worth Stock Show & Rodeo in Fort Worth, Texas
Feb. 11-28, 2021	San Antonio Livestock Show & Rodeo in San Antonio, Texas
March 3-21, 2021	Houston Livestock Show & Rodeo
March 13-27, 2021	Rodeo Austin in Austin, Texas
<i>February, 2021</i>	<i>Humble Fair & Rodeo (Local ISD only)</i>
<i>April, 2021</i>	<i>Spring Tri-Club Show (Local ISD only)</i>
<i>April, 2021</i>	<i>Channelview Fair (Local ISD only)</i>
<i>April/May, 2021</i>	<i>LaPorte Fair (Local ISD only)</i>
<i>April/May, 2021</i>	<i>Baytown Fair (Local ISD only)</i>
<i>June, 2021</i>	<i>Crosby Fair & Rodeo (Local ISD only)</i>

If you have any questions, please call the 4-H office at 713.274.0965



Texas 4-H Youth Development Program

DECLARATION OF ELIGIBILITY FORM

This form is requested in accordance with the requirement of the Texas Education Code and in cooperation with the Texas Education Agency and local school board policies.

Instructions: Complete one form per activity. 4-H member should return original form to the County Extension Office

PARENT/GUARDIAN SECTION

In accordance with 4-H policy, provided by our local Extension office, I respectfully request:

(CHECK ONE)

- ☐ Academic eligibility information only.
- ☐ Academic eligibility information and authorization to receive an excused absence from school.

Date of Activity: _____ Name of Activity: _____

Signature of Parent/Guardian: _____

COUNTY EXTENSION AGENT SECTION

I hereby certify that _____ is a member of 4-H in _____ County and is scheduled to participate in this activity representing 4-H. He/she will be under the supervision of the Texas A&M AgriLife Extension Service faculty or agency's designated volunteer leader.

Date

Signature of County Extension Agent

SCHOOL PRINCIPAL OR DESIGNEE

ACADEMIC ELIGIBILITY (CHECK ONE)

- ☐ I do certify that the student is academically eligible to participate in the above mentioned activity.
- ☐ I do not certify the student because he/she is **NOT** academically eligible to participate in the above mentioned activity.

EXCUSED ABSENCE (CHECK ONE)

- ☐ An excused absence will be granted.
- ☐ An excused absence will **NOT** be granted.
- ☐ Does not apply.

EDUCATIONAL STATUS (CHECK ONE)

- ☐ Face-to-Face (on campus)
- ☐ Virtual Option
- ☐ Homeschooled

Date

Signature of Principal or Designee

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Memorandum of Understanding Between Spring ISD and the Texas A&M Engineering Extension Service (TEEX)
RECOMMENDED ACTION	That the Board approve the Memorandum of Understanding between Spring ISD and the Texas A&M Engineering Extension Service (TEEX).
EXPLANATION OF ITEM	Texas A&M and Spring ISD will work cooperatively to allow for periodic use of the SISD training and school facilities. TEEX will provide training to the officers as well based on schedule availability.
EVERY CHILD 2020 IMPERATIVE	Engaging 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	Kenneth Culbreath, Chief of Police
BUDGET PROVISIONS	None

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	October 2020

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding ("MOU")** is entered into by and between Spring Independent School District (Spring ISD) ("Customer"), whose address is 16717 Ella Blvd, Houston, TX 77090, and the Texas A&M Engineering Extension Service ("TEEX"), a state agency and a member of The Texas A&M University System, whose address is 200 Technology Way, College Station, Texas 77845, (each of the forgoing is individually referred to as "Party" or collectively as "Parties") for the following effort:

- I. **STATEMENT OF WORK:** Both Parties agree to work cooperatively to allow for the periodic use of Spring Independent School District training and school facilities as referenced below.
- II. **RESPONSIBILITIES:**
 - A. **TEXAS A&M ENGINEERING EXTENSION SERVICE will:**
 1. Collaborate with Spring Independent School District personnel for use of Spring ISD facilities to conduct TEEX training based upon scheduled availability.
 2. Report TCOLE training hours for sworn and civilian personnel of Spring Independent School District Police Department.
 - B. **Spring ISD will:**
 1. Provide, at no cost to TEEX, secure, sufficient facility space to train participants.
 2. Notify local agencies of TEEX training scheduled at Spring ISD facilities.
 3. Provide necessary course, instructor and attendance information for reporting TCOLE training hours.
- III. **TERMS OF AGREEMENT:** This MOU shall begin as of the date of the last signature, and terminate on August 8, 2022, unless terminated by either Party. Each of the Parties reserves the right to terminate this MOU for reasonable cause or if a Party has determined the objective of the project cannot be accomplished. A Party wishing to terminate this MOU must notify the other party in writing fifteen (15) days in advance. No monetary payment is due under this MOU.

If this MOU is not signed by all Parties and returned to both Parties within sixty (60) days of date of the first signature below, then this MOU will be null and void and of no further effect.
- IV. **GOVERNING LAW:** The terms and conditions of this MOU and performance hereunder shall be construed in accordance with the laws of the State of Texas.
- V. **EXPORT CONTROLS:** TEEX is subject to United States laws and regulations controlling the export of technical data, computer software, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government or written assurances by Customer that Customer will not export data or commodities to certain countries without advance approval of that agency. TEEX neither represents that a license will not be required nor that, if required, it will be issued. Customer shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. If Customer discloses to TEEX any subject technology that is subject to export control, Customer shall alert TEEX in writing before disclosure, at which time TEEX shall advise Customer if TEEX desires to take receipt of the export-controlled materials.

VI. EXPORT COMPLIANCE

Customer certifies that none of its Representatives participating in the training is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties

Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists. However, Customer shall provide TEEX with names and citizenship information for all of Customer's Representatives participating in the training for purposes of additional due diligence.

- VII. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL:** To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, the PROVIDER certifies it does not and will not, during the performance of this contract, boycott Israel. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- VIII. CERTIFICATION REGARDING BUSINESS WITH CERTAIN COUNTRIES AND ORGANIZATIONS:** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Agreement may be terminated if this certification is inaccurate.
- IX. CONFLICT OF INTEREST:** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
- X. NOTICES:** All notices required to be made pursuant to this MOU shall be made at the addresses set forth above.

THE UNDERSIGNED PARTIES BIND THEMSELVES TO THE FAITHFUL PERFORMANCE OF THIS MOU.

Spring Independent School District:

By: 

Name: Rodney E. Watson, Ph.D.

Title: Superintendent

Date: 9/4/20

Texas A&M Engineering Extension Service:

By: 

Name: R. Charles Todd

Title: Associate Agency Director/CFO

Date: 8-10-2020

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2020 Appraisal Roll Certification
RECOMMENDED ACTION	That the Board ratify the 2020 Appraisal Roll Certification.
EXPLANATION OF ITEM	The Chief Appraiser of the Harris County Appraisal District has certified the attached 2020 property values for our District. This is the tax base in addition to estimated amounts for uncertified property which will support the 2020-2021 operating and debt service budgets.
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 No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE October 2020

HARRIS COUNTY APPRAISAL DISTRICT
HOUSTON, TEXAS

THE STATE OF TEXAS, }
COUNTY OF HARRIS. }

2020
CERTIFICATION OF APPRAISAL ROLL AND
LISTING OF PROPERTIES UNDER SECS. 26.01(c) AND (d)
FOR
Spring ISD

Pursuant to Section 26.01(a), Texas Tax Code, I hereby certify the 2020 appraisal roll of properties taxable by Spring ISD. The roll is delivered in electronic form.

The total appraised value now on the appraisal roll for this unit is: \$16,217,076,031

The taxable value now on the appraisal roll for this unit is: \$13,642,050,637

As required by Section 26.01(c), Texas Tax Code, I have included with your roll a listing of those properties which are taxable by the unit but which are under protest and are therefore not included in the appraisal roll values approved by the appraisal review board and certified above. My estimate of the total taxable value which will be assigned to such properties if the owners' claims are upheld by the appraisal review board is: \$1,628,768,550

Pursuant to Section 26.01(d), Texas Tax code, the estimated value of taxable property not under protest and not yet included on the certified appraisal roll, after hearing loss, is \$198,467,057

Signed this 4th day of September, 2020



Roland Altinger

Roland Altinger, CAE, RPA, CTA
Chief Appraiser

ASSESSOR'S ACKNOWLEDGEMENT

As tax assessor/collector of the above-named taxing unit, I hereby acknowledge receipt of the certified 2020 appraisal roll on this the 15th day of September, 2020

David J. Kelly
132

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2020 Tax Rate
RECOMMENDED ACTION	That the Board approve a tax rate of \$1.3843 for the 2020 tax year.
EXPLANATION OF ITEM	<p>As required by state regulations, the District published a proposed tax rate of \$1.4164 in the Houston Chronicle on June 10, 2020.</p> <p>Upon receipt of the certified values from the Harris County Appraisal District on September 1, 2020, an additional review was done resulting in a proposed tax rate of \$1.3843.</p> <p>In accordance with Property Tax Code, a taxing unit authorized to both maintenance and operations (M & O) and debt service (I & S) expenditures with property taxes must adopt its rate in two separate components; one for maintenance and operations (\$0.9343) and one for debt services (\$0.45).</p>
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	The proposed tax rate is necessary to provide tax revenue to support the 2020-2021 operating and debt expenditures.

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

October 2020

SPRING INDEPENDENT SCHOOL DISTRICT

2020 TAX RATE ORDINANCE AND RESOLUTION
(2020-21 FISCAL YEAR)

AN ORDINANCE AND RESOLUTION OF THE SPRING INDEPENDENT SCHOOL DISTRICT LEVYING AD VALOREM TAXES UPON ALL TAXABLE PROPERTY WITHIN THE SPRING INDEPENDENT SCHOOL DISTRICT, FOR THE YEAR 2020 AND PRESCRIBING THE PURPOSE FOR WHICH SAID TAXES SHALL BE LEVIED AND COLLECTED.

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

THAT THERE IS HEREBY LEVIED A TAX UPON ALL TAXABLE PROPERTY WITHIN THE DISTRICT, AT A RATE OF \$1.3843 ON EACH ONE HUNDRED DOLLARS ASSESSED VALUATION FOR THE PURPOSE AND IN THE ALLOCATED AMOUNTS HEREINAFTER DESCRIBED, TO WIT:

Whereas, the Board of Trustees of the Spring Independent School District (the "District") finds that the tax for the fiscal year 2021, for all lawful expenses of the District and the carrying out of the duties, responsibilities and obligations placed upon the District by law, shall be levied to provide for the District's revenue requirements of maintenance and operations and debt service for the ensuing 2020-21 fiscal year; and

Whereas, the Board of Trustees of the District further finds that all things prerequisite to the passing of this tax rate Ordinance and Resolution, including compliance with all Truth In Taxation requirements for notification to the public of the proposed tax rate have been done and performed;

NOW, THEREFORE: BE IT ORDAINED AND RESOLVED by the Board of Trustees of the SPRING INDEPENDENT SCHOOL DISTRICT OF HARRIS COUNTY, TEXAS, that:

SECTION 1. For the further maintenance and operation of public free schools in the Spring Independent School District and to pay the principal and interest on outstanding bonds of the District due during the ensuing 2020-21 fiscal year, and for all other lawful purposes, there is hereby levied and ordered to be assessed and collected for the 2020-2021 fiscal year on all property situated within the boundaries of the SPRING INDEPENDENT SCHOOL DISTRICT OF HARRIS COUNTY, TEXAS, and not exempt from taxation by valid laws, a total ad valorem tax at the rate of \$1.3843 on each One Hundred (\$100.00) Dollars valuation of such property.

SECTION 2. It is further ordered that, of such total ad valorem tax rate identified in Section 1 hereof, \$.9343 is approved and levied for the maintenance and operation of the schools within the District.

SECTION 3. It is further ordered that, of such total ad valorem tax rate identified in Section 1 hereof, \$.45 is approved and levied for the purpose of paying principal and interest on bonded debt obligations of the District.

SECTION 4. All ad valorem taxes due the District and not paid on or before January 31 following the year for which they were levied shall bear penalty and interest as prescribed by the Texas Tax Code

PASSED, ADOPTED AND ORDAINED this the 13th day of October 2020.

Rhonda Newhouse
President, Board of Trustees
Spring Independent School District

ATTEST:

Donald Davis
Secretary, Board of Trustees
Spring Independent School District

(District Seal)

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 October 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
120-209-003-0020	Deborah Hicks-Hill	2018	\$830.50	Adjustment Refund
120-209-003-0020	Deborah Hicks-Hill	2019	\$786.50	Adjustment Refund
125-465-001-0041	Ignacio Ramos Rivera	2019	\$570.10	Adjustment Refund
122-936-003-0005	Eddie Dailey	2019	\$786.50	Adjustment Refund
117-035-001-0011	Lina Le & Dinh Nguyen	2019	\$1,585.76	Adjustment Refund
115-801-004-0030	Kenneth Salter	2019	\$1,146.98	Adjustment Refund
114-671-012-0016	Stanley & Frankquenetta Dillion	2019	\$789.83	Adjustment Refund
108-209-000-0029	George Aleman	2019	\$530.55	Adjustment Refund
093-657-000-0250	Kelly Gould	2019	\$1,465.82	Adjustment Refund
090-229-000-0135	Jose & Sara Villareal	2019	\$819.80	Adjustment Refund
224-563-9	DSC Logistics Inc.	2019	\$6,889.51	Adjustment Refund
135-948-001-0003	Richard Lindley	2019	\$7,192.53	HCAD Litigation
135-934-001-0001	620 Rankin Circle North LLC	2019	\$4,490.07	HCAD Litigation
042-075-001-0090	Chang S M Trustee	2019	\$4,506.36	HCAD Litigation
135-948-001-0001	Spring Plaza TX Partners LLC	2019	\$46,192.65	HCAD Litigation
114-788-000-0005	Win An Limited Partnership	2019	\$1,045.93	HCAD Litigation
114-788-000-0007	Houston Camden Court Apts	2019	\$7,768.70	HCAD Litigation
115-147-000-0023	GWR Century Park LLC	2019	\$2,058.58	HCAD Litigation
116-403-000-0017	Cadillac Real Estate Ltd.	2019	\$1,183.28	HCAD Litigation
124-316-001-0001	Cadillac Real Estate Ltd.	2019	\$6,784.72	HCAD Litigation
127-003-001-0001	Nissan Real Estate Ltd.	2019	\$9,711.62	HCAD Litigation
121-124-001-0005	Indigo Houston 18111 North Freeway LLC	2019	\$2,351.11	HCAD Litigation
122-980-001-0003	Indigo Houston 13921 North Freeway LLC	2019	\$2,567.45	HCAD Litigation
122-980-001-0001	Indigo Houston 13921 North Freeway LLC	2019	\$2,492.18	HCAD Litigation
122-980-001-0002	Indigo Houston 13921 North Freeway LLC	2019	\$4,880.26	HCAD Litigation
126-299-002-0001	KME Holdings LLC	2019	\$2,537.51	HCAD Litigation
126-299-001-0002	KME Holdings LLC	2019	\$3,201.27	HCAD Litigation
124-238-000-0001	Apartment Reit Park At North Gate LP	2019	\$27,050.72	HCAD Litigation
119-595-001-0001	Urban Trailing Vine LLC	2019	\$17,875.00	HCAD Litigation
116-959-000-0008	HCA Healthcare	2019	\$1,430.00	HCAD Litigation
116-959-000-0018	HCA Healthcare	2019	\$3,125.65	HCAD Litigation
116-959-002-0001	HCA Healthcare	2019	\$1,613.00	HCAD Litigation
116-959-000-0012	HCA Healthcare	2019	\$3,893.88	HCAD Litigation
125-648-001-0001	HEB Branch Company Inc.	2019	\$17,980.26	HCAD Litigation
119-481-001-0002	Aarowrock II North Junction LLC	2019	\$28,514.20	HCAD Litigation
116-959-000-0016	NW Houston Cali LLC	2018	\$5,467.33	HCAD Litigation
116-959-000-0016	NW Houston Cali LLC	2019	\$5,120.33	HCAD Litigation
115-140-000-0005	Westmount at London Park Houston LP	2019	\$21,683.22	HCAD Litigation
136-116-002-0002	Springwoods 4A Inc.	2019	\$192,590.87	HCAD Litigation
131-810-001-0001	National Retail Properties LP	2019	\$2,767.55	HCAD Litigation
136-285-001-0005	Richards Apartments LLC	2019	\$681.22	HCAD Litigation
132-203-001-0001	Family Dollar	2019	\$637.78	HCAD Litigation
138-533-001-0001	Family Dollar	2019	\$592.72	HCAD Litigation
127-067-001-0007	Family Dollar	2019	\$589.96	HCAD Litigation
119-243-001-0005	Family Dollar	2019	\$598.63	HCAD Litigation
045-010-000-0011	Northland Joint Venture	2019	\$29,911.43	HCAD Litigation

045-010-000-0013	Northland Joint Venture	2019	\$659.76	HCAD Litigation
115-017-000-0009	FSI Restaurant Dev. Ltd.	2019	\$2,637.38	HCAD Litigation
131-099-001-0002	Cole GC Spring TX LLC	2019	\$3,275.63	HCAD Litigation
139-711-001-0002	Crismon / Relp / Springwoods 24HFP LLC	2019	\$2,501.14	HCAD Litigation
136-116-001-0005	Springpat LLC	2019	\$1,041.91	HCAD Litigation
136-116-001-0004	Springpat LLC	2019	\$1,288.39	HCAD Litigation
136-116-001-0006	Springpat LLC	2019	\$1,198.07	HCAD Litigation
136-592-001-0001	Vanmali Investments LLC	2017	\$7,765.19	HCAD Litigation
138-546-001-0001	Trimbakeshwar LLC	2018	\$3,000.81	HCAD Litigation
115-017-000-0031	Pennbright Partnership Ltd.	2018	\$5,615.60	HCAD Litigation
115-017-000-0025	HRB3 Investments LLC	2019	\$2,563.62	HCAD Litigation
044-032-001-0015	HL Auto LLC	2019	\$887.17	HCAD Litigation
042-185-000-1009	Northwest Medical Plaza LP	2019	\$3,218.62	HCAD Litigation
121-931-001-0001	McCarthy William R ET AL	2019	\$745.26	HCAD Litigation
106-884-000-0001	Mikekim LLC	2019	\$3,560.61	HCAD Litigation
129-183-001-0001	GB Locke Developers LLC	2019	\$13,984.16	HCAD Litigation
119-628-001-0001	Public Storage Inc.	2019	\$10,800.98	HCAD Litigation
045-082-000-0204	Public Storage Inc.	2019	\$10,010.00	HCAD Litigation
041-115-000-1500	Huntington Multifamily LLC	2019	\$7,865.00	HCAD Litigation
138-563-001-0001	BH Texas Commercial	2019	\$11,954.80	HCAD Litigation
021-459-5	D L Peterson Trust	2019	\$1,120.99	HCAD Litigation

REFUNDS GRAND TOTAL	\$582,984.91
----------------------------	---------------------

Date

Rhonda Newhouse
Board President

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

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

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA No

IS ITEM A CONSENT AGENDA ITEM N/A

DO YOU HAVE SUPPORTING DOCUMENTS Yes

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE October 2020

Spring Independent School District

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



Cooperative Purchases \$50,000 and Over

Procurement Services

Period: August 14 – September 14, 2020

PO Date	PO No.	Vendor Name	Requestor	Description	PO Amount	Cooperative
8/17/2020	P2100959	Butler Business Products	Distribution Center	Multipurpose Wipes, Disinfectant Spray, Nitrile Gloves, Poster Board & Paper Clips	\$ 57,031	Choice Partners
8/19/2020	P2100990	Liberty Source, LP	Research & Accountability	Comprehensive Electronic Assessment Tool License for Benchmark & Progress Monitoring, Dyslexia Screener & Central Reporting	\$ 77,370	BuyBoard
8/31/2020	P2101154	Cengage Learning	Curriculum & Instruction - Multilingual Department	Inside the U.S.A.: Student Book	\$ 95,040	BuyBoard
8/31/2020	P2101155	Butler Business Products	Distribution Center	Disinfectant Spray & Multipurpose Wipes	\$ 228,645	Choice Partners
9/9/2020	P2101360	SHI Government Solutions	Planning & Construction	TI 84 Plus Graphics Calculator for Spring H.S. – 9 th Grade Center**	\$ 89,552	BuyBoard

* Blanket Purchase Order for anticipated annual spend.

**Bond Related Expenditures



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Covid-19 Testing for Employees
RECOMMENDED ACTION	To discuss the partnership with Houston Medical ER.
EXPLANATION OF ITEM	A partnership with Houston Medical ER will provide an opportunity for Covid-19 rapid testing for district employees allowing for a more effective process in identifying, isolating and returning employees to work.
EVERY CHILD 2020 IMPERATIVE	Excellence in Every School
EVERY CHILD 2020 COMMITMENT	Operational Excellence Across Every School and Every Department
EVERY CHILD 2020 STRATEGY	Improve Decision Making Through Trustworthy Data
RESOURCE PERSONNEL	Ann Westbrook, Chief Financial Officer Kenneth Culbreath, Chief of Police
BUDGET PROVISIONS	2020-21 Budget

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA No

IS ITEM A CONSENT AGENDA ITEM No

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 October 2020

COVID – 19 CORPORATE TESTING INTAKE FORM

Please register online at www.HoustonMedicalER.com | any appointment time may be selected to register, and you can arrive at any time after the form has been completed. Follow up tests do not require registration. Please let the front desk know you are with a corporate account and they will direct you to the appropriate check in.

Patient Name:		
DOB:		Cellphone:
Test date:		

Tests Available (Please select which test to administer)

☐ Rapid IgG/IgM
Antibody Blood Test – same day results

☐ Rapid Antigen Quidel
Sofia Nasal Swab – same day results

☐ AccessDX Lab RT PCR Nasal Swab
- Results in 3-5 days

TEST SITE ADDRESS:

2306 Rayford Road
Spring, TX 77386

Please fill out this portion with company information.

COMPANY NAME:	COMPANY ADDRESS:
CONTACT NAME:	
CONTACT NUMBER:	For corporate testing questions or concerns please contact. Lauren Greger Corporate Account Representative Lgreger@medicalcareoftexas.com
CONTACT EMAIL:	Laurie Carlton Corporate Billing Specialist Lcarlton@medicalcareoftexas.com



837 Cypress Creek Parkway
Houston, TX 77090
281-453-7150

Corporate Account and Credit Card Payment Authorization Form

By Signing this form:

You authorize regularly scheduled charges to your credit card. You will be charged each billing period for the total amount due for that period. A receipt will be emailed to you and the charge will appear on your bank or credit card statement. You agree that no prior notification will be provided to you for each scheduled payment.

Please complete the below information

I _____ authorize **Community ER of Houston** to charge/debit my account indicated below at the end of each **day** for payment of COVID-19 Nasopharyngeal Swabs services and Rapid IgG/IgM Antibody Test Kits services.

Billing Address _____ Phone # _____

City, State, Zip _____ Email _____

Credit Card

- | | |
|-------------------------------|-------------------------------------|
| <input type="checkbox"/> Visa | <input type="checkbox"/> MasterCard |
| <input type="checkbox"/> Amex | <input type="checkbox"/> Discover |

Cardholder Name _____

Account Number _____

Exp. Date _____

CVV (3 digit number on back of card) _____

Company Name: _____

Name: _____

Title: _____

Signature _____

Date _____

I understand that this authorization will remain in effect until I cancel in writing, and I agree to notify **Community ER of Houston** in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment date falls on a weekend or holiday, I understand that the payment may be executed on the next business day. For Ach debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above stated periodic transaction dates. I certify that I am an authorized user of this credit card/bank account and will not dispute the scheduled transactions with my bank or credit card Company; provided the transactions correspond to the terms indicated in this authorization form.

HOUSTON MEDICAL ER

HOUSTON | CLEAR LAKE | SPRING

General Consent to Care:

I, the undersigned, for myself or a minor child or another person for whom I have authority to sign, hereby consent to medical care and treatment, as ordered by a provider, while such medical care and treatment is provided through Houston Medical ER/UC on an outpatient/office visit basis. This consent includes my consent for all medical services rendered under the general or specific instructions of a provider; including treatment by a mid-level provider (Nurse Practitioner or Physician Assistant), and other health care providers or the designees under the direction of a physician, as deemed reasonable and necessary.

I agree and acknowledge that Houston Medical ER/UC is not liable for the actions or omissions of, or the instructions given by the physicians/providers who treat me while I am a patient. I am aware that the practice of medicine is not an exact science and I acknowledge that no guarantees have been made to me as to the result of treatments or examinations at Houston Medical ER/UC facilities.

Telemedicine

I understand that telemedicine (defined as the use of medical information exchanged from one site to another via electronic communications for the health of the patient, including consultative, diagnostic, and treatment services) may be employed to facilitate my medical care. All electronic transmission of data will be restricted to authorized recipients in compliance with the Federal Health Insurance Portability and Accountability Act (HIPPA) and applicable state privacy laws.

To the Patient:

You have the right to discuss the treatment plan with your physician about the purpose, potential risks and benefits of any test ordered for you. If you have any concerns regarding any test or treatment recommended by your health care provider, we encourage you to ask questions.

Signed Consent

By signing below, you are indicating that (1) you intend that this consent is continuing in nature even after a specific diagnosis has been made and treatment recommended; and (2) you consent to treatment at this office or any other satellite office under common ownership. The consent will remain fully effective until it is revoked in writing. You have the right at any time to discontinue services.

I hereby give my consent to treat minor child/children below, which is under the legal age of eighteen years of age, to receive medical care and/or treatment from the providers of Houston Medical ER/UC. Any care deemed medically necessary may be provided with or without my presence:

RELEASE OF TEST RESULTS TO EMPLOYER

☐ I hereby CONSENT to allow (medical center) to take a nasopharyngeal / oropharyngeal / nasal swab specimen and submit it for COVID-19 screening.

I FURTHER CONSENT to allow the laboratory testing service to make the results of such screen available to my prospective or current employer.

In consideration for such services being rendered on my behalf, I hereby RELEASE Community UC, its officers, agents, and employees, from any and all claims which I might otherwise have due to such results being made so available. I hereby CONSENT NOT TO FILE ANY ACTION at law or in equity against Houston Medical ER/UC, the laboratory testing service, their respective officers, agents or employees in connection with the results of such screen being made so available, and I hereby agree to INDEMNIFY and SAVE HARMLESS Houston Medical ER/UC, the laboratory testing service, their respective officers, agents, and employees from all damages, expenses, reasonable attorney's fees, and costs of court which they or any of them may suffer or incur, jointly or severally, due to the results of such screen being made so available.

Please list name of child below. If you are not signing for a minor, ignore this section and sign on the 'X' at the bottom

Child: _____

Date of birth _____

Child: _____

Date of birth _____

I certify that I have read and fully understand the above statements and consent fully and voluntarily to its contents.

X

Signature of Patient or Legal Guardian

Date

Printed Name of Patient or Legal Guardian [] Patient under 18 years of age

Relationship to Patient

This consent to medical treatment will expire 12 months from the date signed, or until revoked in writing

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2020-2021 Application for General Pregnancy Related Services On-Campus Compensatory Education Home Instruction (CEHI) Waiver
RECOMMENDED ACTION	That the Board approve the 2020-2021 Application for General Pregnancy Related Services On-Campus CEHI Waiver.
EXPLANATION OF ITEM	Spring ISD is requesting a waiver to offer Pregnancy Related Services On-Campus Compensatory Education Home Instruction (CEHI) on a Spring ISD campus. Students will receive four hours of face to face instruction with a certified teacher in a classroom setting. This will allow for quality instruction and counseling support during the postpartum period.
EVERY CHILD 2020 IMPERATIVE	Reach Every Student
EVERY CHILD 2020 COMMITMENT	Excellent Systems of Support and Acceleration
EVERY CHILD 2020 STRATEGY	Implement a Tiered System for Student Support
RESOURCE PERSONNEL	Ann Westbrook, Chief Financial Officer Kelly Cline, Assistant Superintendent of Federal and State Compliance
BUDGET PROVISIONS	Compensatory Education Funds

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 October 2020



Waivers

2020-2021 Application for Pregnancy Related Services On-Campus (CEHI) Waiver

Waiver ID: 57508

Application Information

Category: General

Creator: Arlinda Turner, District Editor

Status: Draft

Creation Date: 8/24/2020

Approving Superintendent:

Assigned To: Arlinda Turner

LEA Contact

Full Name: Arlinda Turner

Phone: (832) 564-9029

Email: arlindat@springisd.org

LEA Information

LEA: SPRING ISD (101919)

Address: 16717 ELLA BLVD, HOUSTON, TX 77090-4299

Phone: (281) 891-6000

Date of LEA Board of Trustees Approval

Date:

Special Instructions

This waiver allows districts and charter schools to request a waiver to offer Pregnancy-Related Services Compensatory Education Home Instruction (CEHI) on a district's campus.

General Questions

1. Give a brief narrative description of the requested waiver.

Spring ISD is requesting a waiver to offer Pregnancy Related Services Compensatory Education Home Instruction (CEHI) on a Spring ISD Campus. Students will receive four hours weekly of face to face instruction with a certified teacher in a classroom setting in order to complete their educational goals. The waiver will allow for a conducive learning environment, computer and internet access and help the student in transition back to school.

2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

Yes. District Strategic Plan - Commitment 3: Strategy 1- Address the unique needs of every student

3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.

Texas Education Code Section. 29.085. Life Skills Program for Student Parents

4. Describe the plan to be implemented, if the waiver is granted.

-Students will come to a Spring ISD campus to receive face to face instruction from a certified teacher. - Students' assignments will come from their teacher of record and will be picked up by the Pregnancy Related Services Coordinator or Home Instruction Teacher. -The student-teacher ratio will not exceed four students to one teacher. -Students will travel one day a week to a Spring ISD campus for instruction. - Bus transportation will be provided as needed. - Students will be served at home if medically needed. - Self-paced computer-based instruction will not be used to fulfill the four hours of required CEHI per week.

5. How will granting this waiver help achieve the district's or campus' objective?

Spring ISD recognizes that different struggles require different supports. Teen mothers oftentimes struggling students will benefit from academic support and meet attendance requirements with CEHI.

6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.

The school district will evaluate the impact of the waiver towards meeting their goal based on the number of students who pass their classes for the semester they receive CEHI services and the number of days that the student is coded in attendance. The goal is for the students to maintain passing grades while they are out and receive credit for attendance for at least ninety five percent of days out due to prenatal complications or postpartum period.

Requested Years

2020-2021

2021-2022

2022-2023

LEA Attachments (0)

There are no LEA attachments.

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Membership Continuation with OMNIA Partners
RECOMMENDED ACTION	The Board approve the Membership Continuation with OMNIA Partners.
EXPLANATION OF ITEM	<p>Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and Chapter 271, Subchapter F of the Texas Local Government Code, state agencies or local governments, including public school districts, are encouraged to engage in cooperative purchasing to achieve savings and/or create efficiencies in the purchase of goods and/or services.</p> <p>OMNIA Partners purchased U.S. Communities Government Purchasing Alliance (U.S. Communities), whom the District was previously a member of. The District now requests approval for continued membership through Omnia Partners. Participation in this purchasing cooperative does not require an annual administrative fee.</p>
EVERY CHILD 2020 IMPERATIVE	Excellence in Every School
EVERY CHILD 2020 COMMITMENT	Operational Excellence Across Every School and Every Department
EVERY CHILD 2020 STRATEGY	Create A Culture That Champions Customer Needs
RESOURCE PERSONNEL	Ann Westbrooks, Chief Financial Officer Phillip Ellison, Executive Director of Procurement Services
BUDGET PROVISIONS	None

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 14th October 2020

OMNIA

PARTNERS



MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners, Public Sector**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners, Public Sector and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners, Public Sector website (www.omniapartners.com or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, including but not limited to Vizient Source, LLC, Provista, Inc. and other OMNIA Partners, Public Sector affiliates and subsidiaries; provided the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing

or additional concessions for purchase of Products through a Master Agreement.

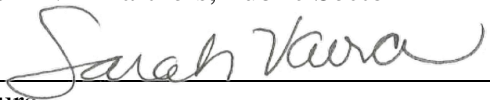
9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners, Public Sector website or the execution of this Agreement by a Participating Public Agency, as applicable.

**NATIONAL INTERGOVERNMENTAL
PURCHASING ALLIANCE COMPANY**
d/b/a OMNIA Partners, Public Sector

_____ Authorized Signature	 _____ Signature
_____ Name	Sarah E. Vavra _____ Name
_____ Title and Agency Name	Sr. Vice President, Public Sector Contracting _____ Title
_____ Date	_____ Date

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Request for Proposal # 21-002 – District-Wide PK-12 Equity Audit Services
RECOMMENDED ACTION	That the Board award a contract for District-Wide PK-12 Equity Audit Services to the provider recommended by the administration.
EXPLANATION OF ITEM	The Spring Independent School District requested competitive sealed proposals for the purpose of identifying a qualified vendor to provide District-Wide PK-12 Equity Audit Services to support the needs of the District.
EVERY CHILD 2020 IMPERATIVE	Reach Every Student
EVERY CHILD 2020 COMMITMENT	Excellent Systems of Support and Acceleration
EVERY CHILD 2020 STRATEGY	Focused on Providing Equitable Access and Outcomes for All Students
RESOURCE PERSONNEL	Ann Westbrook, Chief Financial Officer Phillip Ellison, Executive Director of Procurement Services Dr. Lupita Hinojosa, Chief Innovation and Equity Officer Deeone McKeithan, Executive Director of Community Relations
BUDGET PROVISIONS	2020-21 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 15th October 2020

RFP 21-002 – District-Wide PK-12 Equity Audit Services

Date of Opening: September 4, 2020, at 2:00 p.m.

Number of vendors reviewing the solicitation: 31

Number of vendor responses: 5

Award Recommendation:

Vendor

Cambridge Education, LLC

Primary Location

Westwood, MA

Award Value: The annual value of this contract is expected to exceed \$50,000. The actual costs will depend on the District's need. Additional services from the awarded vendor will be solicited on an as-needed basis.

	<u>Budget Unit</u>	<u>Account Code</u>
FUND SOURCE:	1991-41-750-99-IE	6299.00

Funds Available: Yes

Budget Amendment Required: No

Contract Term: The initial term of this contract will be for the agreed upon term of the project. Once the project is completed the District reserves the right to renew or extend the agreement if additional project needs are required through one year after the execution of the original contract.

Summary Tabulation: See attachment

Evaluation: Upon review and evaluation of the vendor responses, the District recommends Cambridge Education, LLC. The vendor proposal and presentation provided the best value solution based on the overall evaluation scores during Phase 1 and Phase 2. Purchase Orders for services provided will be issued to the awarded vendor, as needed, upon department approval.

Dr. Lupita Hinojosa, Chief of Innovation and Equity

Deeone McKeithan, Executive Director of Community Relations

Ann Westbrook, Chief Financial Officer

Phillip Ellison, Executive Director of Procurement Services

Solicitation Number		21-002					
Solicitation Description		District-Wide PK-12 Equity Audit Services					
Evaluation Matrix Summary - Phase 1							
This Evaluation Matrix Summary is the District's official evaluation result of evaluation team deliberations.							
Criteria #	Description	Max Points	Respondents				
			Cambridge Education, LLC	Hughes Technology	Millennium Learning Concepts	Public Consulting Group Education (Public Consulting Group, Inc.)	San Diego State University Research Foundation (San Diego State University Foundation)
1	Price	25	14	5	25	6	15
2	Long-term costs (service, supplies, maintenance, etc.)	5	1	1	1	5	1
3	Quality of Vendor's Goods or Services	30	26	20	19	27	23
4	Extent to which the Vendor's Proposed Services meet the needs of the District	25	23	13	19	22	23
5	Vendor Reputation	10	10	10	10	10	0
6	Vendor's Past Relationship with the District	5	3	3	3	3	3
	Total Score	100	77	52	77	73	65

Cambridge Education, LLC and Millennium Learning Concepts were invited to Phase 2 to provide presentations.

Solicitation		21-002		
Solicitation Description		District-Wide PK-12 Equity Audit Services		
Evaluation Matrix Summary - Phase 2				
This Evaluation Matrix Summary is the District's official evaluation result of evaluation team deliberations.				
Criteria #	Description	Max Points	Respondents	
			Cambridge Education, LLC	Millennium Learning Concepts
1	Technical Capabilities	50	47	44
2	Reports	30	26	25
3	Management Capabilities	20	18	8
Total Score		100	91	77

Spring Independent School District

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SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Request for Proposal # 21-003 – Global Culture Competency Development
RECOMMENDED ACTION	That the Board award the contracts for Global Culture Competency Development Services to the providers recommended by the administration.
EXPLANATION OF ITEM	The Spring Independent School District requested competitive sealed proposals for the purpose of identifying qualified vendors to provide Global Culture Competency Development Services to support the needs of the District.
EVERY CHILD 2020 IMPERATIVE	Reach Every Student
EVERY CHILD 2020 COMMITMENT	Excellent Curriculum and Instruction
EVERY CHILD 2020 STRATEGY	Establish a Districtwide Curriculum Framework with Clearly Defined Expectations
RESOURCE PERSONNEL	Ann Westbrook, Chief Financial Officer Phillip Ellison, Executive Director of Procurement Services Khechara Bradford, Chief Academic Officer Matt Pariseau, Assistant Superintendent of Curriculum and Instruction
BUDGET PROVISIONS	Funds are appropriated in the General Operating Budget to cover these purchases.

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 15 October 2020

RFP 21-003 – Global Culture Competency Development

Date of Opening: September 4, 2020, at 2:00 p.m.

Number of vendors reviewing the solicitation: 30

Number of vendor responses: 4

Award Value: The annual value of this contract is expected to exceed \$50,000. The actual costs will depend on the District's need. Services from the awarded vendors will be solicited on an as-needed basis.

Award Recommendation:

<u>Vendor</u>	<u>Primary Location</u>
Asia Society	New York, NY
Engage Learning, Inc. dba engage2learn	Portland, TX
Ethnic Ties LLC	Oakland, CA
Millennium Learning Concepts	Lexington, KY

	<u>Budget Unit</u>	<u>Account Code</u>
FUND SOURCE:	1991-13-999-11-51	6321.00

Funds Available: Yes

Budget Amendment Required: No

Contract Term: The initial term of this contract will be for one (1) year beginning October 14, 2020, through October 13, 2021. Thereafter, the District reserves the right to renew each contract annually for up to four (4) additional one-year terms or to extend the contract on a month-to-month basis to prevent a lapse in the contract term until the District re-bids the Contract.

Summary Tabulation: See attachment

Evaluation: Upon review and evaluation of the vendor responses, the District recommends award to the four (4) responding vendors listed above. The Curriculum & Instruction Department has determined that each of the vendors proposed a variety of solutions to select from to meet the current and future needs of students enrolled in the District. The variety of services offered by this combined list of vendors will meet the anticipated needs of our students as well as the professional development and coaching needs for our staff. Purchase Orders for services provided will be issued to the awarded vendor, as needed, upon department approval.

Khechara Bradford, Chief Academic Officer

Matthew Pariseau, Ed.D, Assistant
Superintendent, Curriculum & Instruction

Ann Westbrooks, Chief Financial Officer

Phillip Ellison, Executive Director of
Procurement Services

Solicitation			21-003			
Solicitation Descripton			Global Culture Competency Development			
Evaluation Matrix Summary						
This Evaluation Matrix Summary is the District's official evaluation result of evaluation team deliberations.						
Criteria #	Description	Max Points	Respondents			
			Asia Society	Engage Learning, Inc.	Ethnic Ties LLC	Millennium Learning Concepts
1	Price	25	14	2	17	25
2	Long-term costs (service, supplies, maintenance, etc.)	5	1	1	5	1
3	Quality of Vendor's Goods or Services	20	19	19	15	15
4	Extent to which the Vendor's Proposed Services meet the needs of the District	35	33	35	35	35
5	Vendor Reputation	10	9	10	8	10
6	Vendor's Past Relationship with the District	5	4	5	3	3
	Total Score	100	80	72	83	89

*All vendors are recommended for award.