

Spring Independent School District

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



**BOARD OF TRUSTEES
WORK SESSION
6:00 PM, DECEMBER 3, 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 December 3, 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. November 5, 2020 Board Work Session

B. November 10, 2020 Regular Meeting

5

10

III. Opening Remarks	18
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. 2021-2022 Education Planning Guide	19
A presentation will be made on the Education Planning Guide for the 2021-2022 school year.	
VI. Board of Trustees	
A. Discussion and Possible Nomination of Name for the Westfield High School JROTC Center	20
The Board will discuss naming the Westfield High School JROTC Center.	
VII. Internal Auditor	
A. Internal Audit – Mid-Year Progress Report	21
The Board will consider approving the Internal Audit – Mid-Year Progress Report.	
VIII. General Counsel	
A. First Reading of Proposed Revisions to Board Policy BDB(LOCAL)	34
Jeremy Binkley will present the first reading of proposed revisions to Board Policy BDB(LOCAL).	
IX. Chief of Innovation and Communications	
A. Acceptance of Grant Funds - Texas Education Agency (TEA) School Action Fund (SAF) Grant and Additional Day School Year (ADSY) Grant	36
The Board will consider accepting the TEA awarded grant funds for the School Action Fund (SAF) grant and the Additional Day School Year (ADSY) grant and authorize the Superintendent of Schools to execute the projects as outlined in the grants.	
X. Executive Chief of District Operations	
A. High School Boundary Discussion	43
Administration will recommend continuing to pause the high school attendance boundary changes due to the current pandemic.	
B. Interlocal Contract Between Harris County Department of Education and Spring ISD - 21st Century Cycle 9 Year 5 Grant	44
The Board will consider approving the Interlocal Contract Between Harris County Department of Education and Spring ISD - 21st Century Cycle 9 Year 5 Grant.	
XI. Chief Financial Officer	
A. Popular Annual Financial Report for the Fiscal Year Ending June 30, 2020	75
Chief Ann Westbrooks will present the Board with the information regarding the Popular Annual Financial Report for the Fiscal Year ending June 30, 2020.	
B. 2020-21 Budget Outlook Discussion	76
Chief Ann Westbrooks will provide the Board with a financial forecast based upon current enrollment and COVID-related funding formulas provided by TEA.	
C. Taxpayer Refunds	77
The Board will consider ratifying taxpayer refunds.	
D. Report of Cooperative Purchases Exceeding \$50,000	79
The Board will review the report to be aware of purchasing cooperative orders processed during the period referenced in the report.	

XII. Closed Session

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

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

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

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

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

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

3. The Board will deliberate on a recommendation for the termination and finding of no good cause for an employee's abandonment of contract

4. The Board will deliberate on the issuance of school district teaching permits for noncore career and technology courses

5. The Board will deliberate on employee resignations, recommendations to withdraw prior actions taken, recommendations to void employee contracts, recommendations for the proposed termination of employees on probationary and/or term contracts, and final orders for employees on term and probationary contracts previously proposed for termination and/or nonrenewal

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

XIII. Action on Closed Session Items

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

XIV. Adjournment

The Board President will adjourn the meeting.

Closed Session Authorization

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

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

Section 551.072 – For the purpose of discussing the purchase, exchange, lease, or value of real property;

Section 551.073 – For the purpose of discussing negotiated contracts for prospective gifts or donations to the District;

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

- Section 551.076 –** To consider the deployment, or specific occasions for implementation, of security personnel or devices;
- Section 551.082 –** For the purpose of considering discipline of a public school child or children, or to hear a complaint or charge brought against a school district employee by another school district employee;
- Section 551.0821 –** For the purpose of deliberating a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation;
- Section 551.083 –** For the purpose of considering the standards, guidelines, terms, or conditions the board will follow, or instruct its representatives to follow, in consultation with representatives of employee groups in connection with consultation agreements provided for by Section 13.901 and/or Section 11.151(b) of the Texas Education Code; and
- Section 551.084 –** For the purpose of excluding any witness or witnesses from a hearing during the examination of another witness.

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

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

Spring Independent School District

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



**BOARD OF TRUSTEES
WORK SESSION
6:00 PM, NOVEMBER 5, 2020
BOARD ROOM
GORDON M. ANDERSON LEADERSHIP CENTER
16717 ELLA BOULEVARD, HOUSTON, TEXAS 77090**

MINUTES

I. Call to Order (6:04 PM)

President Rhonda Newhouse called the Work Session of the Spring Independent School District Board of Trustees to order at 6:04 PM on November 5, 2020, in the Board Room of the Gordon M. Anderson Leadership Center, 16717 Ella Boulevard, Houston, Texas, in accordance with Chapter 551 of the Texas Government Code.

Members Present:

Rhonda Newhouse, President
Dr. Deborah Jensen, Vice President
Dr. Donald R. Davis, Secretary
Winford Adams, Jr., Assistant Secretary
Justine Durant
Jana Gonzales (via video conference; left at 7:35 PM)
Kelly P. Hodges

Members Absent:

Others Present:

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

II. Minutes from Prior Meetings (6:05 PM)

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

- A. October 1, 2020 Special Called Session
- B. October 8, 2020 Board Work Session
- C. October 13, 2020 Regular Meeting

III. Opening Remarks (6:09 PM)

Superintendent Dr. Rodney Watson began his remarks by thanking the Board for their recent calendar approval and noted the positive feedback he has received from teachers and staff. He concluded his remarks by highlighting the presentations that would follow on the agenda.

IV. Public Agenda Participation (6:18 PM)

Members of the public did not register to speak to the Board.

V. Presentations (6:20 PM)

A. 2020-2021 Targeted Improvement Plans (TIPs) Overview (6:20 PM)

Chief Mark Miranda introduced the 2020-2021 Target Improvement Plans. Campuses identified as needing targeted improvement plans for the 2019-20 school year maintained that designation for the 2020-21 school year per federal and state requirements. In response to these requirements, 21 campuses have developed TIPs for the 2020-21 school year, which include improvement interventions specifically targeted to the performance indicator(s) that resulted in each campus's "needs improvement" designation.

The presentation included updated Campus Improvement Plan (CIP) goals, 2020-21 accountability determinations and associated school improvement interventions required, an overview of the school improvement process utilized in support of campus TIP development, and next steps in the 2020-21 TIPs process.

Claughton Middle School Principal Rodney Louis and Hirsch Elementary School Principal Dr. Clare Resilla presented Targeted Improvement Plans for their campuses.

B. Springwoods Village Middle School Update and Application Approval (7:28 PM)

(The Board may take action on this item)

A presentation was made to provide the Board an update on the progress made toward full International Baccalaureate certification at Springwoods Village Middle School. The presentation included an overview of the academic program, IB consultant audit data and certification timelines. Springwoods Village serves 518 students (6th-8th grade). Every student participates in the IB instructional program. In only the second year of implementation, the campus was rated as highly effective on both IB certification audits.

Trustee Jensen moved that the Board of Trustees approve the International Baccalaureate application for Springwoods Village Middle School as presented by the administration. Trustee Hodges seconded the motion and the motion carried unanimously with 6 in favor and 1 absent (Trustee Gonzales).

VI. Executive Chief of District Operations (7:54 PM)

A. Westfield High School Ninth Grade Center, Change Order #1 (7:54 PM)

Chief Mark Miranda presented the Board with information regarding the Westfield High School Ninth Grade Change Order #1 in the amount of \$500,000. The Change Order #1 increases the contract by \$500,000. This will be used to fund the Owner's Contingency that has been depleted due to previously unknown field conditions that have come up during the construction of the project. Any money not expended will be returned to the District at the end of construction. The new overall cost will be \$25,325,550.

VII. Chief of Police (8:01 PM)

A. Acceptance of Grant Funds - Safety and Security (8:01 PM)

(The Board may take action on this item)

Chief Ken Culbreath presented the Board with information regarding the proposed grant funds of \$572,564 to purchase and install active shooter alarm systems.

In accordance with Board policy, grant funds of \$10,000 or more must be approved by the Spring Independent School District's Board of Trustees. With support from this grant, Spring ISD will purchase and install an active shooter alarm system at multiple district facilities and campuses. The installation of the active shooter alarm systems will provide immediate mass notification to building occupants, law enforcement, and district administrators if gunshots are detected. This immediate mass notification will provide a map of the campus, the building location where the

gunshot was detected, and the caliber of weapon fired. This immediate notification will significantly decrease the response time of law enforcement.

Trustee Davis moved that the Board of Trustees accept the proposed grant funds of \$572,564 to purchase and install active shooter alarm systems and authorize the Superintendent of Schools to execute the project as outlined in the grant. Trustee Adams seconded the motion and the motion carried unanimously with 6 in favor and 1 absent (Trustee Gonzales).

VIII. Chief of Innovation and Communications (8:10 PM)

A. Acceptance of TEA Grant Funds for the Pathways in Technology Early College High (P-TECH) at Dekaney High School (8:10 PM)

Chief Lupita Hinojosa presented the Board with information regarding the proposed grant funds of \$29,950 to plan and develop, and \$169,790 to implement the Pathways in Technology Early College High (P-TECH) at Dekaney High School.

In accordance with Board Policy, all grant funds in aggregate of \$10,000 or more must be approved by the Spring Independent School District's Board of Trustees. The purpose of this grant is to develop and implement an innovative, open-enrollment program within a comprehensive high school that allows historically underserved students the opportunity to complete a course of study that combines high school and post-secondary courses, positioning them to earn a high school diploma, and technology-based credential and/or associate degree of applied science.

The Pathways in Technology Early College High (P-TECH) at Dekaney High School will make its debut during the 2021-22 school year with its first cohort of 100 9th-grade students and grow a grade level at a time until reaching capacity of 400 students. Through a partnership with Lone Star College - North Harris, the program is designed to lead to both a high school degree and Associate of Science Degree with licenses in computer programming. The goal is to prepare students for higher education opportunities, as well as employment, through internships and hands-on experiences. Key areas of study include computer programming, coding, animation and gaming. The program will give preference to students zoned to Dekaney High School but is also open to other students as space allows. Recruitment and selection process for the first cohort of students will begin during the 2020-21 school year.

Trustee Adams moved that the Board of Trustees accept the proposed grant funds of \$29,950 to plan and develop, and \$169,790 to implement the Pathways in Technology Early College High (P-TECH) at Dekaney High School. Trustee Durant seconded the motion and the motion carried unanimously with 6 in favor and 1 absent (Trustee Gonzales).

IX. Chief Financial Officer (8:32 PM)

A. 2020-21 First Budget Review (8:32 PM)

Chief Ann Westbrook presented the Board with information regarding the 2020-21 First Budget Review. In accordance with Board Policy CD(Local), this review reflects amendments to the adopted budget. Section 44.006 of the Texas Education Code also mandates that public funds may not be expended in any manner other than as specified in the adopted budget, as properly amended.

A. Taxpayer Refunds (8:44 PM)

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

B. Report of Cooperative Purchases Exceeding \$50,000 (8:45 PM)

Chief Ann Westbrook 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
9/15/2020	Butler Business Products	Nitrile gloves	\$ 232,500
9/16/2020	B & H Photo-Video Pro-Audio Inc.	Tricaster Desktop System, Canon Camcorder, Video Hub, and etc. for Westfield High School – 9 th Grade Center**	\$ 70,807
9/21/2020	Butler Business Products	Lysol Disinfectant Spray	\$ 97,078
9/22/2020	Ricoh USA Inc.	District-Wide Yearly Lease Agreement	\$ 146,394
09/24/2020	Siemens Industry Inc.	Building Automation Systems and HVAC Systems support and parts**	\$ 60,270
09/24/2020	Engage2Learn	Professional Development for Instructional Team Support for Ongoing On-Site Learning, Hybrid Learning, Distance Learning, and Sporadic Closures	\$ 165,161
09/24/2020	Microsoft Corporation	Consulting Services for the Microsoft Implementation Fixture	\$ 76,165
09/29/2020	PowerSchool Group LLC	Schoolology License and Assessment Management Platform (AMP) Subscription Fee and Training	\$ 187,450
10/5/2020	Microshare Inc.	Computer Virus Software	\$ 108,486
10/6/2020	Don Johnston Incorporated	Reading Comprehension Student Program	\$ 64,475
10/8/2020	Mohawk Resources LTD	Instructional Equipment for the Dekaney High School – 9 th Grade Center Body Shop**	\$ 136,630
10/13/2020	Achieve3000, Inc.	Achieve3000 Literacy Software Subscription	\$ 90,970

* Blanket Purchase Order for anticipated annual spend.

** Bond Related Expenditures

X. Closed Session (8:47)

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, 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 (8:47 PM)

The Board took no action.

XII. Adjournment (8:47 PM)

On a motion by Trustee Durant, seconded by Trustee Hodges, the Board unanimously adjourned the meeting at 8:47 PM.

Rhonda R. Newhouse, President

Dr. Donald R. Davis, Secretary

Spring Independent School District

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



**BOARD OF TRUSTEES
REGULAR MEETING
5:00 PM, NOVEMBER 10, 2020
BOARD ROOM
GORDON M. ANDERSON LEADERSHIP CENTER
16717 ELLA BOULEVARD, HOUSTON, TEXAS 77090**

MINUTES

I. Call to Order (5:08 PM)

President Rhonda Newhouse called the Regular Meeting of the Spring Independent School District Board of Trustees to order at 5:08 PM on November 10, 2020, in the Board Room of the Gordon M. Anderson Leadership Center, 16717 Ella Boulevard, Houston, Texas, in accordance with Chapter 551 of the Texas Government Code.

Members Present:

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

Members Absent:

Dr. Donald R. Davis, Secretary

Others Present:

Rodney Watson, Superintendent of Schools
Julie Hill, Chief of Human Resources and Human Capital Accountability
Jeremy Binkley, General Counsel
Jason Sheffer, Director of Board Services
Shundra Brown, Bailey Middle School Principal

II. Closed Session: Consider, hear, deliberate, and obtain legal advice on Board Policy DGBA Complaint of Antionette Odums, under the following sections of the Texas Government Code: (5:08 PM)

President Newhouse recessed the open session at 5:08 PM for the purpose of holding a Level III Grievance Hearing brought by Antionette Odums, in accordance with the following sections of the Texas Government Code:

- A. Section 551.071 - Consultation with Board Attorney regarding all matters as authorized by law
- B. Section 551.074 - To deliberate on the employment, evaluation, duties, discipline, or dismissal of a public employee and to hear a complaint or charge against a public employee, including but not limited to the Chief Human Resources Officer
- C. Section 551.082 - To deliberate on a complaint or charge against a district employee, including but not limited to the Chief Human Resources Officer

III. Consideration, Hearing, and Possible Action on Board Policy DGBA Complaint of Antionette Odums (6:57 PM)

President Newhouse reconvened the open session at 6:57 PM. Trustee Jensen moved that the Board grant Antionette Odums' grievance in part and instruct the administration to provide a neutral reference in response to an inquiry from a potential employer, including advising the potential employer that she is eligible to apply to the District for future employment, and deny the remainder of her grievance and deny any other requested relief. Trustee Durant seconded the motion and the motion carried unanimously.

President Newhouse recessed the Regular Meeting for a short break at 6:59 PM.

IV. Break Until 7:00 PM (7:15 PM)

President Newhouse reconvened the Regular Board Meeting of the Spring Independent School District Board of Trustees at 7:15 PM.

Members Present:

Rhonda Newhouse, President
Dr. Deborah Jensen, Vice President
Dr. Donald R. 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 (via video conference)
Julie Hill, Chief of Human Resources and Human Capital Accountability (via video conference)
Lupita Hinojosa, Chief Innovation and Equity Officer (via video conference)
Khechara Bradford, Chief Academic Officer (via video conference)
Mark Miranda, Executive Chief of District Operations
Ann Westbrooks, Chief Financial Officer (via video conference)
Tiffany Dunne-Oldfield, Chief of Innovation and Communications (via video conference)
Jeremy Binkley, General Counsel
Jason Sheffer, Director of Board Services

V. Flag Pledges (7:16 PM)

The Pledge of Allegiance and the Texas Pledge was led by Trustee Donald Davis, a retired captain of the U.S. Army.

VI. Moment of Silence (7:17 PM)

President Newhouse asked the audience to join in a moment of silence.

VII. Opening Remarks (7:17 PM)

A. Superintendent of Schools (7:17 PM)

Superintendent Dr. Rodney Watson began his brief remarks by reminding everyone about the discussion held at the November 5th Board Work Session on the 2020-21 Targeted Improvement Plans, which provide an action plan for campuses to improve performance. He noted that the plans are an extension of the work done by the schools on their Campus Improvement Plans, which were presented to the Board in October. "I hope it was clear from both the October Campus Improvement Plans and this month's Targeted Improvement Plans that despite the ongoing pandemic, we're going to be steadfast in our efforts to increase student achievement," Watson said.

Next, Dr. Watson thanked the campus leaders and their teachers for their heroic efforts this school year to keep the focus on student engagement and progress, no matter the challenges.

Dr. Watson then discussed how the District is continuing to offer families “more opportunities and more choice” with its specialty programs and schools. Specifically, at the November 5th Board Work Session, the Trustees approved the application for Springwoods Village Middle School to become an International Baccalaureate (IB) school and approved grant funds for a new early college program at Dekaney High School. “The significance of both of these actions can’t be understated as they reflect the ongoing commitment we have to expand opportunities and choice for all of our families,” Watson said. He noted that both schools are offering unique programming for their neighborhood students, so students don’t need to travel across the District. “With these programs, students can attend a neighborhood school and have access to all of the great athletic and PVA programs that are typical of a secondary campus, while at the same time benefitting from a specialty offering,” he said. Dr. Watson encouraged the Trustees and anyone watching the meeting to help spread the word, particularly about the Dekaney P-TECH program, which is now accepting applications from prospective students. “We hope that we see a lot of interest because this program will be second-to-none as it prepares students for college and careers in computer programming and related areas like video gaming and coding,” he said.

B. Board of Trustees (7:20 PM)

President Newhouse invited the Trustees to share remarks, then gave a brief update on the launch of the District’s equity audit process. “I will share with the Board that, today, Trustee Adams, Trustee Hodges and myself met with Dr. Watson and Dr. Lupita Hinojosa as they introduced us to Cambridge Education. They will be handling an audit – an equity audit – for our District,” Newhouse said. “I would like to thank Dr. Lupita Hinojosa for taking charge of this journey that we’re about to go on in learning about our District, and we appreciate everyone’s support and honesty and transparency in going through this equity audit.”

VIII. Recognitions (7:21 PM)

A. Points of Pride - Anderson Elementary School Assistant Principal LaToya Patterson (7:21 PM)

The meeting’s first Points of Pride recognition went to Anderson Elementary School Assistant Principal LaToya Patterson, who was recently named Region 4 President-Elect for 2020-21 by the Texas Elementary Principals and Supervisors Association (TEPSA). Patterson was elected earlier this year by fellow TEPSA members. In the role, she will support the organization’s goal of empowering educational leaders “to learn with and from each other,” and next year she will begin a term serving as Region 4 President for 2021-22. A 2015 Spring ISD Elementary Teacher of the Year and finalist for Region 4 Teacher of the Year, Patterson herself grew up in Spring ISD schools, attending Hirsch Elementary School, Twin Creeks Middle School and Spring High School. She taught in Spring ISD at Dekaney High School and in a number of capacities at Anderson Elementary School before becoming Anderson’s assistant principal in 2017.

B. Points of Pride - Spring Early College Academy - 2020 College Success Award (7:29 PM)

The second Points of Pride went to Spring Early College Academy, which recently received the 2020 College Success Award from GreatSchools.org. First launched in 2018, the College Success Award honors schools with a record of ensuring their students prepare for college, enroll in college, and succeed in their postsecondary work. This year, Spring Early College Academy was one of 2,158 award-winning schools from 29 states that met the award criteria – schools whose graduates go on to enroll in two or four-year colleges, prove they are ready for college-level coursework, and persist on to at least their second year. Early College was among just 314 winning schools in Texas this year, joining a group of schools across the state with average graduation rates of 98% or above, and with 70% or more of graduates going on to enroll in two or four-year colleges and universities within 12 months of graduation. In accepting

the award, Early College Principal Kristine Guidry emphasized the commitment made by students and parents when joining the program, and thanked the Trustees and administrators for their support.

C. ABCD Award - Care Van and Care Van Lead Nurse Alejandra Leal (7:36 PM)

The Board presented an Above and Beyond the Call of Duty (ABCD) award to community partner Care Van, a nonprofit organization that comes annually to the District to provide free immunizations and other basic healthcare services to area families. "They have long been friends to Spring ISD and supporters of our district family," said Chief Tiffany Dunne-Oldfield during her remarks. "This year, especially, we are grateful for their efforts to keep students healthy and ready to learn." She also introduced and thanked Care Van Lead Nurse Alejandra Leal, who is retiring this year after more than a decade-and-a-half helping run the 501(c)(3) organization and serving families across Texas. Leal attended the meeting via Zoom, where she was also praised by the District's Director of Parent Engagement, Tranita Carroll, who has worked with Leal for several years to plan Care Van visits and help get the word out to local families about the organization's services and offerings.

This fall, in addition to the expanded immunization fair offerings, Care Van is also providing free flu shots.

IX. Public Agenda Participation (7:43 PM)

Members of the public did not register to speak to the Board.

X. Public Hearing for the 2020-2021 Targeted Improvement Plans (TIPs) (7:43 PM)

A Public Hearing was held for the 2020-2021 Targeted Improvement Plans. The Board had already heard a detailed presentation at the Board Work Session on November 5th regarding the plans, which were developed in response to state and federal accountability ratings. Because of the pandemic, STAAR exams were canceled across Texas last spring. As a result, campuses were given the same accountability ratings they had last year, based on 2018-19 data.

At the Work Session, Trustees received an overview of state and federal accountability requirements as well as the timeline to respond with appropriate interventions. To better understand what those interventions might look like at the campus level, the principals at Hirsch Elementary School and Claughton Middle School each described the work they're doing to improve student outcomes.

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

Trustee Adams moved that the Board of Trustees approve the Spring Independent School District 2020-2021 Targeted Improvement Plans, as presented by the administration. Trustee Durant seconded the motion and the motion carried unanimously.

XI. Chief Financial Officer (7:47 PM)

A. Comprehensive Annual Financial Report for the Year Ended June 30, 2020 and the Independent Auditor's Report (7:47 PM)

Chief Ann Westbrook presented the District's 2019-20 Comprehensive Annual Financial Report (CAFR) to the Board for review, which also includes the Independent Auditor's report, for the fiscal year that ended June 30, 2020.

The CAFR is prepared annually not only for the Board of Trustees, but also taxpayers, grantor agencies, employees, the Texas Education Agency, and anyone else who would like to see details regarding the District's financial management.

The presentation began with the District's auditing firm of Whitley Penn presenting its report on the independent audit that began last spring. Ms. Celina Cereceres, a CPA and Public Sector Audit Partner with Whitley Penn, said the District earned an unmodified opinion, which

represents a clean audit report. Ms. Cereceres walked through the auditing process and the testing of internal controls. She said no compliance issues were found.

Chief Ann Westbrook then introduced the rest of the CAFR, which represents the actual expenditures for the 2019-20 school year. She reviewed the different sections of the document, including a rundown of revenue, expenditures and the District's fund balance, as well as debt service obligations. The document also includes historical data associated with the top 10 taxpayers and trends over the past 10 years.

Trustee Jensen moved that the Board of Trustees approve the Comprehensive Annual Financial Report for the Year Ended June 30, 2020 and the Independent Auditor's Report. Trustee Hodges seconded the motion and the motion carried unanimously.

XII. Board Governance (8:33 PM)

A. Legislative Agenda (8:34 PM)

The Board Governance Committee discussed the TASB Legislative Agenda Priorities and agreed on a set of priorities for the upcoming legislative session as proposed by the Board's Governance Committee. The priorities represent five of the recommendations put forward by the Texas Association of School Boards (TASB), which each year releases its updated legislative agenda.

"It's been stressed that it's better to have three to five goals so that you're not trying to scatter your efforts and resources," said Trustee Jensen. "So that's why we don't automatically just take all of TASB's priorities as our own."

Trustee Jensen then presented the priorities endorsed by the Governance Committee. They include:

- COVID-19 Pandemic - TASB calls upon the Texas Legislature to continue working with local school districts to identify and address student needs during and after the COVID-19 pandemic and other disasters, such as access to technology and broadband/utility services, mental health resources, meals, social services, personal protective equipment, additional support for economically disadvantaged children, and remediation for students, while maintaining local control. The state should also suspend accountability ratings during disasters that severely impact school operations, such as the current pandemic, enact a temporary moratorium on the expansion or creation of new charter schools, not supplant state education funding with federal funds provided for disaster recovery, and fund schools based on student enrollment to ensure adequate instructional continuity.
- Charter Schools - TASB calls upon the Texas Legislature to prohibit the expansion of charter schools, to reduce the impact charter schools have on the state budget and on local public schools, and to increase the transparency of charter schools and their operators, especially with regard to enrollment and expulsion practices, business operations, and expenditures. The state should require charters to have publicly elected board members who are accountable to the communities they serve.
- Diversity and Cultural Awareness - TASB calls upon the Texas Legislature to support diversity and cultural awareness initiatives throughout districts through staff and student education and restorative teaching and disciplinary practices that treat all students with equality. We also call on the Legislature and State Board of Education to evaluate the Texas Essential Knowledge and Skills for accurate and complete education as it pertains to all cultures that have contributed to the rich history of Texas and the United States.
- Governance - TASB calls upon the Texas Legislature to recognize and preserve the right of public school boards to associate and collaborate with each other and to communicate

the needs of their students and schools, both directly and through representative organizations, with lawmakers.

- Public School Finance – TASB calls upon the Texas Legislature to aggressively commit to maintain the promises and dedication of funding made in the new school finance system implemented under House Bill 3 (86th Session) and to equitably share the cost of education with local school districts. Further, the state should implement a funding structure that recognizes the flexibility needed by and the additional costs incurred by school districts amid the COVID-19 pandemic.

Trustee Durant moved that the Board of Trustees approve the five TASB Legislative Agenda Priorities recommended by the Governance Committee of COVID-19 Pandemic, Charter Schools, Diversity and Cultural Awareness, Governance, and Public School Finance for the 2020-2021 school year. Trustee Davis seconded the motion and the motion carried unanimously.

The Board also endorsed a priority not on TASB's list, namely a bill (S.B. No. 2283) that would make a person ineligible to be elected or appointed to a school board if they 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.

Trustee Durant moved that the Board of Trustees support the Governance Committee recommendation for an expansion of S.B. No. 2283 from the 2019 Legislative Session and bring that recommendation forward to our legislators in the 2020-21 school year. Trustee Davis seconded the motion and the motion carried unanimously.

B. COVID-19 Update (8:58 PM)

Chief Ken Culbreath provided an overview of the work the District is doing to help mitigate the risk of COVID-19 in its schools and facilities. Chief Culbreath provided details about the District's processes and operational plans using the industry standards for emergency management planning: Prevention, Mitigation, Preparedness, Response and Recovery. Below is a summary of the presentation.

Spring ISD COVID-19 Process Overview

- Step 1: Prevention - The District established Stop The Spread Safety Walks where Emergency Management partners with campus leaders to ensure they have the necessary resources and systems in place. The District has established safety protocols, along with purchasing and installing social distancing markers in buildings, meeting rooms, and on school buses. Spring ISD has also purchased and installed plexiglass shields in strategic locations throughout the District to protect staff and students.
- STEP 2: Mitigation - The District partnered with an outside medical vendor (AXIOM) to assist with our check into work process for staff. There are designated isolation rooms in every building in the event there is an infected individual. The District's Operations Team has established cleaning protocols to ensure all high touch points and possible contaminated areas are sanitized. At the same time, a cross-functional team constructed a comprehensive plan that was submitted to Harris County Public Health.
- STEP 3: Preparedness - The District has acquired thousands of PPE items such as face shields, masks, and hand sanitizer for both students and staff. Each building established building entry protocols for temperature checks, social distancing along with campus visitor restrictions. The team also created a Zip Code Tracker to track COVID cases by Spring ISD zip codes, including the top 10 zip codes where Spring ISD employees reside.
- STEP 4: Response - The District has established a COVID Taskforce that consists of approximately 25 members from Human Resources, Emergency Management, and Operations & Health Services. The Emergency Management team has a 24-hour contact

tracing team. The COVID Taskforce has an AM and PM COVID case/protocol review process to ensure we close any identified gaps. The District's Communication Department supports the Taskforce with drafting and publishing every positive COVID case within Spring ISD with a general notification and the updating of the COVID Tracker.

- STEP5: Recovery - The District has established a second partnership with an outside medical vendor for free COVID testing for employees. The team is also in conversation with TEA for free COVID testing for students. The District has created a disinfection protocol that aligns with CDC best practices. In addition, there is a Return to Campus or Work Team to aid staff and students to return to learn and work.

XIII. Consent Agenda (9:13)

The Board approved the Consent Agenda items that were discussed in detail at the November 5, 2020 Board Work Session.

Trustee Adams 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. October 1, 2020 Special Called Session
2. October 8, 2020 Board Work Session
3. October 13, 2020 Regular Meeting

B. Westfield High School Ninth Grade Center, Change Order #1

The Board will consider approving the Westfield High School Ninth Grade Change Order #1 in the amount of \$500,000.

C. 2020-21 First Budget Review

The Board will consider approving the 2020-21 First Budget Review.

D. Taxpayer Refunds

The Board will consider ratifying taxpayer refunds.

XV. Closed Session (9:15 PM)

President Newhouse recessed the open session at 9:15 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

1. The Board will obtain legal advice regarding Board Policies BDB(LOCAL) and CW(LOCAL)

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

1. Safety and Security Bid Package, I, 8th Guaranteed Maximum Price (GMP)

The Board will consider approving the Safety and Security Package I, 8th Guaranteed Maximum Price (GMP) in the amount of \$540,155.

XVI. Action on Closed Session Items (10:41 PM)

President Newhouse reconvened the open session at 10:41 PM.

Trustee Gonzales moved the the Board render a final order to terminate the contract of Jarvis Harry as presented in Closed Session and to authorize the Superintendent to provide notice of the Board's action to the impacted employee pursuant to Chapter 21 of the Texas Education Code. Trustee Durant seconded the motion and the motion carried unanimously.

Trustee Adams moved that the Board declare the probationary contract of Jonathan Tucker to be void pursuant to Chapter 21 of the Texas Education Code and approve the termination of his employment with Spring ISD for inappropriate communications with a student, effective immediately. Trustee Adams further moved that the Board authorize the Superintendent of Schools or designee to notify this employee of the action taken by the Board. Trustee Davis seconded the motion and the motion carried unanimously.

Trustee Jensen moved that the Board approve the Safety and Security Package I, 8th Guaranteed Maximum Price in the amount of \$540,155. Trustee Durant seconded the motion and the motion carried unanimously.

XVII. Adjournment (10:46 PM)

On a motion by Trustee Durant, seconded by Trustee Gonzales, the Board unanimously adjourned the meeting at 10:46 PM.

Rhonda R. Newhouse, President

Dr. Donald R. 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 December 2020

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2021-2022 Education Planning Guide
RECOMMENDED ACTION	That the Board approve the Education Planning Guide for the 2021-2022 school year.
EXPLANATION OF ITEM	The Education Planning Guide (EPG) has been redesigned for the 2021-2022 school year and reflects an increase in course offerings designed to increase student opportunities, choice, and college preparedness options. The updated EPG was developed through collaborative efforts, across multiple departments, and based on feedback from campus staff.
EVERY CHILD 2020 IMPERATIVE	Opportunities and Choice for Every Family
EVERY CHILD 2020 COMMITMENT	Strong College Readiness Support Culture
EVERY CHILD 2020 STRATEGY	Implement Comprehensive College Preparation Programs 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
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	Yes
WHEN WILL THE PRESENTATION BE MADE	Work Session
DOES ITEM REQUIRE BOARD SIGNATURE	No
DOES ITEM REQUIRE PUBLIC HEARING	No
MEETING DATE	December 2020

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Discussion and Possible Nomination of Name for the Westfield High School JROTC Center
RECOMMENDED ACTION	Any actions necessary as determined by the Board of Trustees
EXPLANATION OF ITEM	The Board will discuss naming the Westfield High School JROTC Center.
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	Board of Trustees Jeremy Binkley, General Counsel
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM Yes

DO YOU HAVE SUPPORTING DOCUMENTS No

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

MEETING DATE December 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

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

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM Yes

DO YOU HAVE SUPPORTING DOCUMENTS Yes

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE December 2020

INTERNAL AUDIT

MID-YEAR

PROGRESS REPORT

FISCAL YEAR 2020/2021

DECEMBER 3, 2020

TABLE OF CONTENTS

Purpose of the Internal Audit Mid-Year Progress Report.....	3
Internal Audit Plan for Fiscal Year 2020/2021.....	4
Consulting Services and Non-Audit Services Completed	7
Reporting Suspected Fraud and Abuse.....	8
• Fraud Reporting	8
• Analytic Reporting.....	9
Office of Internal Audit	10
• Internal Audit Staff.....	10
• Organization Chart	12

PURPOSE OF THE INTERNAL AUDIT MID-YEAR PROGRESS REPORT

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

The Mid-Year Progress Report was prepared using the guidelines provided by the Board. We also included other information we felt was important to the internal audit operations during Fiscal Year 2020/2021. Additional information regarding the Internal Audit Department can be found at the following website: <http://www.springisd.org/Domain/391>.

Respectfully submitted,

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

INTERNAL AUDIT PLAN - FISCAL YEAR 2020/2021

The Spring ISD Fiscal Year 2020/2021 Audit Plan is a description of the Internal Audit activities that were planned to be completed by the Office of Internal Audit during Fiscal Year 2020/2021. Our overall objective was to develop a standardized audit plan which addressed the highest risks within Spring ISD, consistent with the [Internal Audit Charter](#) and Spring's Strategic Plan. The Plan complied with the Spring ISD Policies and Procedures, Internal Audit Activities, and partially comply with The Institute of Internal Auditors' (IIA) [International Standards for the Professional Practice of Internal Auditing](#), and [Government Auditing Standards](#).

The information on pages 5-6 contains the Internal Audit Mid-Year Progress Report for Fiscal Year 2020/2021, including the report numbers, report dates, deviations from the original plan, and the status of completion of the audit and special projects.

Due to COVID 19 Safety Guidelines, Internal Audit is not able to perform onsite internal audits. Remote reviews are performed with the assistant of the campuses and departments personnel.



Report No.	Report Date	Audit Plan/Audit Project Name	Audit Plan Status
		FINANCIAL	
OPR-21-017	10/13/2020	Child Nutrition Inventories	Completed
OPR-21-018	10/21/2020	Transportation - Inventories	Completed
OPR-21-016	10/22/2020	Distribution Center –Warehouse Inventories	In Progress
OPR-21-014	10/22/2020	Petty Cash/Change Funds/ Child Nutrition, Maintenance, Tax Office, and Athletics	In progress
OPR-21-015	11/20/2020	District P-Cards – Debit Cards	Completed
		OPERATIONAL - REMOTE	
OPR-21-019	10/22/2020	e-School and IT Access Control	In Progress
OPR-21-013 PT 3	On-going	Performance Audits and Consulting Activities – 2016 Bond Program	In Progress
		COMPLIANCE – REMOTE ACTIVITY FUNDS	
21-046	8/21/2020	Bammel Middle School	Completed
21-018	9/18/2020	Wunsche Career Academy	Completed
21-116	10/13/2020	Clark Intermediate School	Completed
21-110	10/14/2020	Link Elementary School	Completed
21-117	11/4/2020	Salyers Elementary School	Completed
		COMPLIANCE – PEIMS/Campus Attendance	
		Starting January 2021	
		FRAUD HOTLINE REVIEWS	
	8/4/2020	Case # 35– Special Education	Completed
Memorandum	8/31/2020	Case # 36 – Operations –District Vehicles	Completed
	9/8/2020	Case # 37 – Westfield HS	Completed
	9/17/2020	Case #38 – Westfield HS	Completed
	9/28/2020	Case #39 – Westfield HS	Completed
	10/2/2020	Case #40 – Student Services	Completed
	10/15/2020	Case #41 – Westfield HS	Completed
	10/21/2020	Case #42 – Westfield HS	Completed

		ADMINISTRATION/SPECIAL PROJECTS	Audit Plan Status
	8/6/2020	Year End Progress Report FY 2019/2020	Completed
	8/6/2020	District Risk Assessment and Internal Audit Plan FY 2020/2021	Completed
	8/10/2020	Monkey Surveys – Internal Audit Surveys	On-going
	8/12/2020	Updated Internal Audit District Website	Completed
	9/21/2020	Distribution of Fraud Hotline Posters and Brochures to Campus and Departments	Completed
	12/3/2020	Internal Audit Mid-Year Report FY 2020/2021	Completed

COMPLETED CONSULTING SERVICES AND NON-AUDIT SERVICES

Date	Name of Report *	High-Level Consulting Engagement/Non-audit Service Objectives	Observations and Recommendations	Fiscal Impact/ Other Impact
7/16/2020	N/A	Review over 2020/2021 Activity Funds Procedure Manual	Participation, guidance, research, advice.	Provides independent consultation and guidance to help ensure that the risk of errors and fraudulent activities is minimized.
8/04/2020	N/A	Secretary/Bookkeeper's Remote Activity Funds Internal Audits Training	Provided Fraud Awareness, Remote Activity Funds Internal Audits Training to Secretary and Bookkeepers.	Provides independent guidance to help ensure that the risk of fraudulent activities is minimized.
8/5/2020	N/A	Department Secretaries Remote Fraud Awareness Training	Provided Fraud Awareness training to Department Secretaries	Provides independent guidance to help ensure that the risk of fraudulent activities is minimized
9/09/2020	N/A	Booster/PTO/PTA Remote Fraud Awareness Training	Provided Fraud Awareness Training to Booster/PTO/PTA officers, sponsored by Family and Community Engagement.	Provides independent guidance to help ensure that the risk of fraudulent activities is minimized.

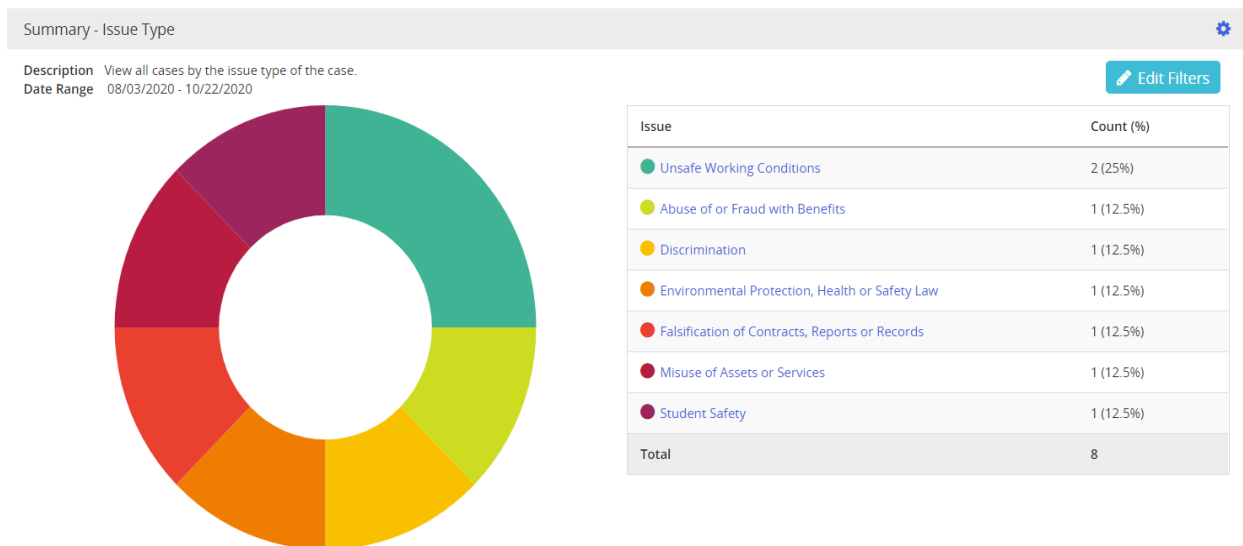
*** Consulting and non-audit services were not issued reports only verbal communication**

FRAUD HOTLINE REPORTING

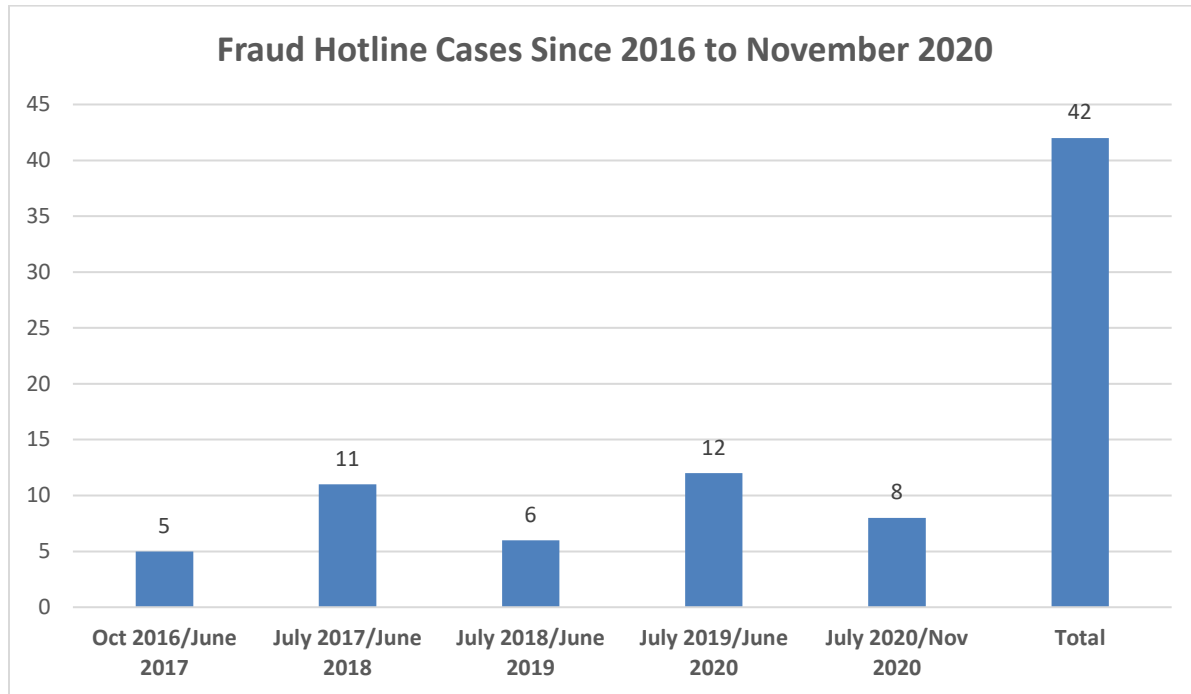
Spring Independent School District has established an anonymous reporting hotline Ethics Point NAVEX Global, to address accounting and auditing fraud. This third-party provider will provide the community and employees with an easy and risk-free way to anonymously report any activities that may involve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

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

ANALYTIC REPORTING – FRAUD HOTLINE – FY 2020/2021



ANALYTIC REPORTING – FRAUD HOTLINE – FY 2016 to November 2020



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

OFFICE OF INTERNAL AUDIT

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

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

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

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

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

INTERNAL AUDIT STAFF

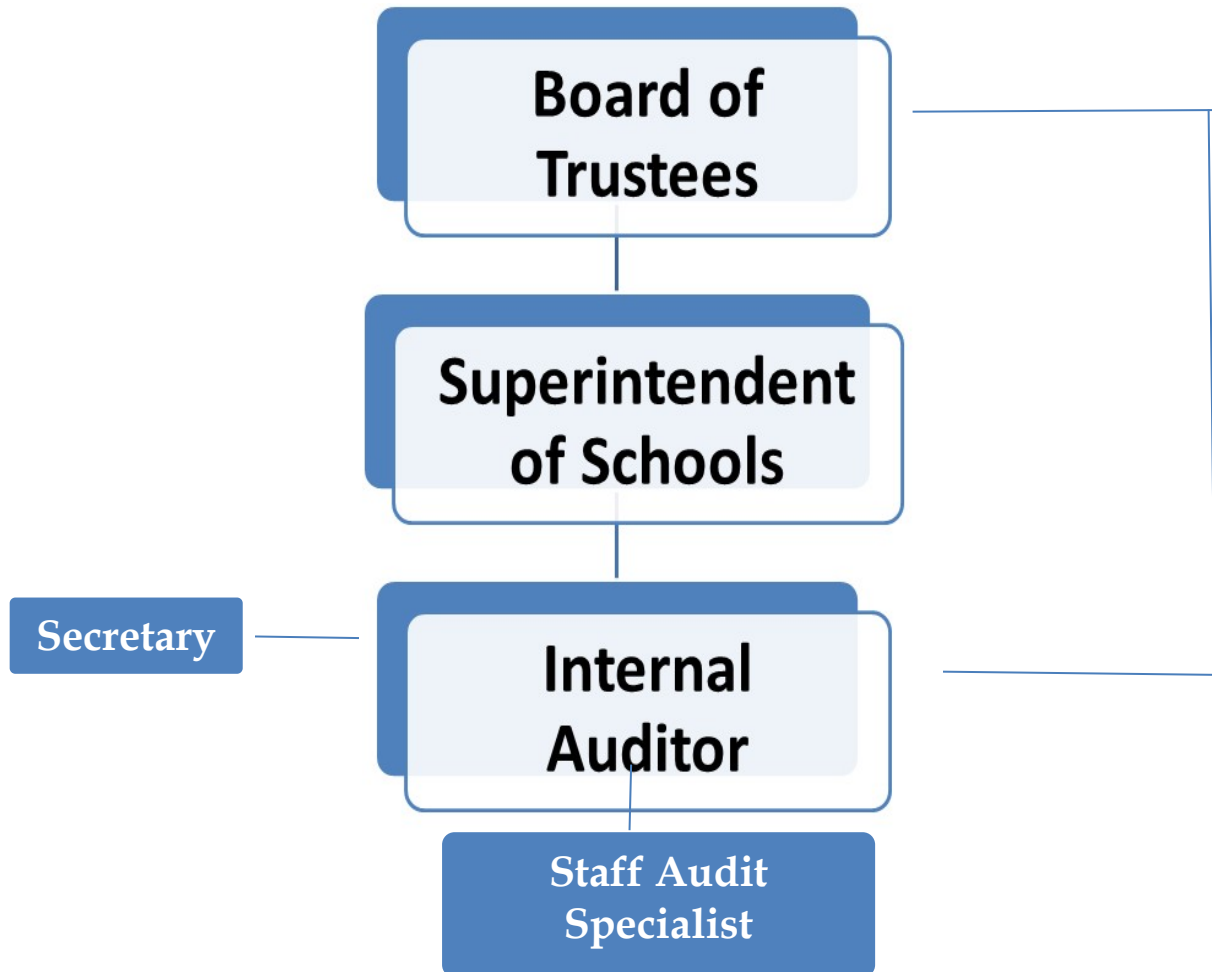
- **Staff Size:** The organization chart, shown on page 12, consists of the organization structure as of November 2020.
- **Staff Experiences and Certifications:** The internal audit staff consists of highly qualified and skilled audit professionals with certifications including Certified Internal Control Auditor (CICA), Certified Texas School Business Specialist – Specialty in Accounting (CTSBS), Registered Texas School Business Administrator (RTSBA), Certified Texas School Business Official (CTSBO), Candidate for Certified Internal Auditor (CIA), Bachelor of Science in Business and a Master of Business Administration (MBA).
- **Training:** As of November, 2020, Internal Audit staff received an average of 13 hours of continuing professional education. Key areas of training included emerging audit issues, risk assessment, construction, fraud, compliance, and ethics. Most of the training was received by participating in conferences, seminars, and webinars

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

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

The internal audit staff are members of the Houston Chapter of the Institute of Internal Auditors (Houston-IIA), Institute of Internal Auditors (IIA), Institute for Internal Controls (IIC) and Texas Association of School Business Officials (TASBO).

INTERNAL AUDIT ORGANIZATION CHART



Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	First Reading of Proposed Revisions to Board Policy BDB(LOCAL) – BOARD INTERNAL ORGANIZATION/INTERNAL COMMITTEES
RECOMMENDED ACTION	That the Board approve the first reading of proposed revisions to Board Policy BDB(LOCAL).
EXPLANATION OF ITEM	Board Policy BDB(LOCAL) governs committees of the Board. Policy language is being revised to align with current practices. Specifically, to expand the list of standing committees this policy allows.
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
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 December 2020

BOARD INTERNAL ORGANIZATION
INTERNAL COMMITTEES

BDB
(LOCAL)

**Committee of the
Whole**

The Board shall have no standing committees except for **the following: ~~the~~ Committee of the Whole; Board Governance Committee; Audit Committee; and, Equity Committee.** Insofar as possible, all committee work for matters pertaining to business and educational policy shall be done as a Committee of the Whole.

Special Committees

The Board President may appoint special committees as necessary to fulfill specific assignments. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.

The President of the Board and the Superintendent shall be ex officio members of all Board committees.

**Transacting
Business**

Committees may transact business only within the specific authority granted by the Board. To be binding, all such business must be reported to the Board for approval and entry into the minutes as a public record.



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Acceptance of Grant Funds – Texas Education Agency (TEA) School Action Fund (SAF) Grant and Additional Day School Year (ADSY) Grant
RECOMMENDED ACTION	That the Board accept the TEA awarded grant funds for the School Action Fund (SAF) grant (\$840,000) and the Additional Day School Year (ADSY) grant (\$200,000) and authorize the Superintendent of Schools to execute the project as outlined in the grant.
EXPLANATION OF ITEM	<p>In accordance with Board Policy, grant funds of \$10,000 or more must be approved by the Spring Independent School District's Board of Trustees.</p> <p>The Texas Education Agency (TEA) School Action Fund (SAF) grant will be used for blended learning redesigns and planning year activities at Bammel Middle School, Major Elementary, Bammel Elementary, and Eickenroht Elementary Schools. With support from this grant, each participating school will create a blended learning Campus Redesign Plan (CDP), which will be designed in partnership with the district's assigned TEA Partner, "Transcend Education."</p> <p>Under the planning-year grant terms, each school team will spend a year planning a campus redesign focused on moving their campus to a blended-learning model. Schools participating in the grant will work collaboratively on their respective CDPs in an effort to positively impact academic outcomes across their schools. Campus redesign plans will be scored by the TEA and evaluated for continuation of grants funds for the 2021-22 school year.</p> <p>Key requirements for the CDPs include:</p> <ul style="list-style-type: none"> • Effective Schools Framework • Blended Learning • Extended Day or Year • High-Dosage Tutoring • Socio-Emotional Components <p>Schools were invited to participate in this grant due to similar demographics, accountability status, and the opportunity to improve academic outcomes within a feeder pattern.</p> <p>The Texas Education Agency (TEA) Additional Day School Year (ADSY) grant will be used to create "full-year" redesigns at Clark Primary and Clark Intermediate Schools. These full-year redesigns, which have a 210-day requirement, will allow these campuses to begin instruction two weeks earlier than other district schools as well as extend instruction into June when other district campuses have begun summer break. All other breaks and holidays during the academic school year will align to the district's academic calendar.</p>

	<p>Additional areas of redesign include:</p> <ul style="list-style-type: none"> • Innovative instructional program that includes blended learning and enrichment activities • Strategies that strengthen the whole child (social emotional needs); and • Provide additional learning and planning time for teachers during the school day. <p>The planning grant award is for \$200,000 with an opportunity for additional funding for the implementation of the grant.</p>
EVERY CHILD 2020 IMPERATIVE	Opportunities and Choice for Every Family
EVERY CHILD 2020 COMMITMENT	Best-in-Class Specialized Programs
EVERY CHILD 2020 STRATEGY	N/A
RESOURCE PERSONNEL	<p>Tiffany Dunne-Oldfield, Chief of Innovation and Communications</p> <p>Dr. Lupita Hinojosa, Chief Innovation and Equity Officer</p> <p>Debra Broughton, SAF Blended Learning Redesign Project Manager</p> <p>Sharon Carpenter, Additional Day School Year Project Manager</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	Yes
WHEN WILL THE PRESENTATION BE MADE	Work Session
DOES ITEM REQUIRE BOARD SIGNATURE	No
DOES ITEM REQUIRE PUBLIC HEARING	No
MEETING DATE	December 2020

Organization: SPRING ISD

County-District: 101919

Vendor ID: 1- 746002339

Campus/School: Bammel Elem

ESC Region: 4

School Year: 2021

Notice of Grant Award

SAS # A484-21

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
2020-2021 SCHOOL ACTION FUND-PLANNING	289	5929	S010A180043 84.010A	USDE	61011951	09/21/2020	07/31/2021	\$0.00	\$210,000.00
								NOGA Total:	\$210,000.00

An amount of \$168,000.00 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{701-20-120-021}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



09/28/2020

Organization: SPRING ISD

County-District: 101919

Vendor ID: 1- 746002339

Campus/School: Bammel Middle

ESC Region: 4

School Year: 2021

Notice of Grant Award

SAS # A484-21

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
2020-2021 SCHOOL ACTION FUND-PLANNING	289	5929	S010A180043 84.010A	USDE	61011951	09/21/2020	07/31/2021	\$0.00	\$210,000.00
								NOGA Total:	\$210,000.00

An amount of { \$168,000.00 } 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{701-20-120-024}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



09/28/2020

Organization: SPRING ISD

County-District: 101919

Vendor ID: 1- 746002339

Campus/School: Eickenroht Elem

ESC Region: 4

School Year: 2021

Notice of Grant Award

SAS # A484-21

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
2020-2021 SCHOOL ACTION FUND-PLANNING	289	5929	S010A180043 84.010A	USDE	61011951	09/21/2020	07/31/2021	\$0.00	\$210,000.00
								NOGA Total:	\$210,000.00

An amount of { \$168,000.00 } 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{701-20-120-022}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



09/28/2020

Organization: SPRING ISD

County-District: 101919

Vendor ID: 1- 746002339

Campus/School: Major Elem

ESC Region: 4

School Year: 2021

Notice of Grant Award

SAS # A484-21

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
2020-2021 SCHOOL ACTION FUND-PLANNING	289	5929	S010A180043 84.010A	USDE	61011951	09/21/2020	07/31/2021	\$0.00	\$210,000.00
								NOGA Total:	\$210,000.00

An amount of \$168,000.00 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{701-20-120-023}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



09/28/2020

Organization: SPRING ISD

County-District: 101919

Vendor ID: 1- 746002339

Campus/School: Not Applicable

ESC Region: 4

School Year: 2020

Notice of Grant Award

SAS # A482-20

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
2020-2021 ADDITIONAL DAYS SCHOOL YEAR PLANNING AND EXECUTION	289	5929	S424A190045 84.424A	USDE	68012006	05/27/2020	09/30/2021	\$0.00	\$200,000.00
								NOGA Total:	\$200,000.00

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{701-20-118-005}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

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	High School Boundary Discussion
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	<p>Last February, the decision was made to put the last phase of our planned attendance boundary changes — adjustments to our comprehensive high school boundaries — on hold. At the time, the goal was to take an additional year to allow our new ninth-grade centers to open successfully and to collect additional input from key stakeholders on how best to support the transition.</p> <p>Since last spring, of course, things have changed greatly with COVID-19. Accordingly, we will discuss continuing to pause the high school boundary changes due to the pandemic.</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	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 No

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 No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE December 2020

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Interlocal Contract Between Harris County Department of Education and Spring ISD – 21 st Century Cycle 9 Year 5 Grant
RECOMMENDED ACTION	That the Board approve the Interlocal Contract Between Harris County Department of Education and Spring ISD – 21 st Century Cycle 9 Year 5 Grant.
EXPLANATION OF ITEM	Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract is entered into by and between Harris County Department of Education (HCDE) and Spring Independent School District for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE Cycle 9 Year 5 (afterschool program) at select site(s) within the ISD. Spring ISD agrees to provide quality after-school programs at the sites.
EVERY CHILD 2020 IMPERATIVE	Excellence in Every School
EVERY CHILD 2020 COMMITMENT	Operational Excellence Across Every School and Every Department
EVERY CHILD 2020 STRATEGY	Safe and Secure Learning and Work Environments for All
RESOURCE PERSONNEL	Mark Miranda, Executive Chief of District Operations Kimberly Fonteno, Assistant Superintendent of Administration Carla Jones-Taylor, Project Director for 21 st Century Program
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 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 4th December 2020

**INTERLOCAL CONTRACT
BETWEEN
HARRIS COUNTY DEPARTMENT OF EDUCATION
AND
SPRING INDEPENDENT SCHOOL DISTRICT**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Contract ("Contract") is entered into by and between Harris County Department of Education ("HCDE") and **Spring Independent School District** ("ISD") for the purpose of providing Nita M. Lowey 21st Century Community Learning Centers/Texas ACE **Cycle 9 Year 5** ("afterschool program") at select site(s) within the ISD.

I. PURPOSE

The ISD agrees to provide quality after-school programs at the site(s) specified in Exhibit C within the ISD. The ISD agrees to meet the following performance objectives:

- A. Participants will demonstrate educational and social benefits and exhibit positive behavioral changes.
 - 1. By the first and subsequent years of the project, increase the number of students that participate in after-school programs
 - 2. By the end of the project period, increase the overall academic performance of participating students in core skills, including reading, writing, mathematics, science and social studies as measured by formal and informal assessments of skills and abilities.
 - 3. By the end of the project period, increase improvement of participating students' social and conflict resolution skills, as demonstrated by decreased disciplinary referrals in-school and out-of-school suspensions, and increased attendance at the participating schools.
 - 4. Increase participation in the number, variety, and quality of afterschool activities in the ISD.
 - 5. Parents of participating students will demonstrate increased involvement in their child's education as measured by the participation in program family activities, volunteerism at the school, and participation in a Texas ACE Advisory Council.
- B. The ISD will offer a range of high-quality educational, developmental, and recreational service at each specified site ("Center").
 - 1. Core educational services. The Center will offer homework help and academic clubs through Learning Labs to increase academic performance, high quality services in core academic areas, e.g. reading and literacy, mathematics, and science.

2. Enrichment and support activities. The Center will integrate social and emotional Learning (SEL) concepts and strategies in enrichment and support activities such as nutrition and health, art, music, technology, and recreation.
3. College and career readiness activities. The Center will provide college and career exploration and youth leadership opportunities such as Kids' Days career fairs, guest speakers from various fields, and workshops related to House Bill 5 secondary tracks and college application process.
4. Community involvement. The Center will establish and maintain partnerships within the community that continue to increase levels of community collaboration in planning, implementation, and sustaining programs.
5. Services to parents and other adult community members. The Center will offer services to parents and other adult community members and work with the CASE for Kids Family Engagement Specialist to implement required parent involvement programming.
6. Extended hours. Each Center will offer services at least 12 hours a week, for a minimum of 4 days per week. For the summer program each Center will offer services for a minimum of four hours per day, four days per week, for a minimum of six weeks. Summer program must be offered for at least 6 consecutive or for 4 consecutive weeks with the option of providing a 2-week transition camp in August.

II. TERM

This Contract shall be for the period beginning August 1, 2020 and ending July 31, 2021. Subject to the receipt of sufficient funds from the Texas Education Agency for Nita M. Lowey 21st Century Community Learning Centers by HCDE and HCDE's written approval, this Contract may be renewed for additional year(s).

III. PROGRAM DESCRIPTION AND REQUIREMENTS

The ISD agrees to provide quality after-school programs as set out in the ISD's approved site description(s) and in accordance with the ISD's approved site description(s). A copy of the ISD's approved budget(s) and site description(s) are attached as Exhibit B and Exhibit C and are incorporated by reference into this Contract. The operations listed in the site description(s) are referred to collectively as the "Center Programs."

A. For the afterschool program(s), the ISD agrees to:

1. Assist in the preparation of contracts, financial reports, requisitions, and inventory;
2. Serve as liaison between school staff, community members, and organizations in aligning Center programs with curriculum goals;

3. Organize a record keeping system to monitor Center goals, objectives, budgeting expenditures, and inventory;
4. Participate in ongoing evaluation and modification of the Centers which will measure the achievement of the performance objectives, including, but not limited to, student, parent and teacher surveys, as well as a mandatory campus administration walk-through of programming once per term documented by the completion of the CASE for Kids' Principal assessment tool;
5. Participate in formal and informal site visits throughout the program year to assess program quality and grant compliance;
6. Ensure the targeted total number of individual students participating in the program will attend no less than **45** days of the total scheduled Texas ACE activities;
7. Increase college and career readiness through the participation in Kids' Day events or fieldtrips sponsored by HCDE and CASE for Kids;
8. Match grant funds to extend tutoring availability while providing additional teachers to serve students most in need.
9. Coordinate enrichment activities such as off-site learning experiences, speakers, and educational presentations;
10. Integrate social and emotional learning practices in enrichment activities to improve behavioral outcomes; while offering a diverse menu of enrichment activities taught by teachers and or service providers;
11. Assist with coordinating and implementing all youth leadership activities and initiatives associated with Youth Ambassadors and Youth Council; including students attending local, regional or national conferences that would benefit youth leadership and the Texas ACE program;
12. Confer with prospective students and parents to promote family involvement in student learning during monthly parental activities and allow access to parents on campus to the CASE for Kids' Family Engagement Specialist who is charged with implementing parent involvement programming;
13. Ensure students meet **at least two** of the following recruitment requirements for student:
 - a. Are considered at-risk and economically disadvantaged students
 - b. Failed one or more classes at the end of the previous school year
 - c. Did not perform at the recommended level on the STAAR test (if applicable)
 - d. Were retained in prior grade levels
 - e. Recommended by teachers and/or counselors with documented behavioral referrals;

14. Serve as primary liaison with the transportation department in matters relating to students involved in the Center programs;
15. Establish and maintain an advisory council that meets quarterly for each center comprised of parents, students, service providers, community-based organizations, and businesses;
16. Appoint a full-time site coordinator to serve as the main contact at each Center;
17. Maintain active participation in the monthly CASE for Kids' Learning Communities, annual training series and all other training required by the Texas Education Agency;
18. Assist the Principal(s) and Center Coordinators in the selection and utilization of Center service providers as set out in the site description(s);
19. Assist Center Coordinators in coordinating the Center programs with that of the regular school's instructional programs;
20. Operate 15 hours per week with a minimum of 12 hours per week for student program and 3 hours per week for professional development, staff meetings, planning time, and follow up communication with students, families, and school faculty to ensure that full coordination of students needs are being met;
21. Align program activities to school day curriculum and TEKS objectives using the most updated version of the Texas ACE Activity and Lesson Plan Worksheets provided in the Texas ACE Blueprint;
22. Seek business and community financial support and other outside sources for funding to sustain the project beyond the grant period;
23. Ensure compliance with grant term closeout procedures as outlined in the CASE for Kids Close-out Procedures Manual and Texas ACE Prime Blueprint operations manual; retain and maintain documentation of all equipment, materials and supplies purchased with grant funds; and financial documentation, including expenditure reports, invoices, general ledgers
24. Adhere to program cancellation make up day policies required by Texas Education Agency and CASE for Kids guidelines;
25. Maintain adherence to the Texas ACE Prime Blueprint guidelines set forth by the Texas Education Agency, CASE for Kids guidelines and district policies;
26. Provide a minimum of 5% of leveraging funds, including in-kind, to further support the Texas ACE Cycle 9 program.

- B. The ISD agrees to provide after-school programs to students and parents in accordance with its site description(s). The ISD agrees to provide facilities and personnel necessary to operate the after-school program to students, parents, and community members as stated in its site description(s). The ISD will provide the after-school program at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each after-school program will adhere to those in the most recent grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.
- C. The ISD further agrees that it will comply with all terms and conditions of the Texas Education Agency grant awarded to HCDE under the Nita M. Lowey 21st Century Community Learning Centers Program (Texas ACE), including the applicable parts of the Education Department General Administrative Regulations (EDGAR) that govern the award and administration of this grant. Those regulations include, but are not limited to, regulations pertaining to reporting, regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract, and regulations pertaining to copyrights and rights in data. The ISD certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances in Exhibit A attached hereto and incorporated herein. The ISD further agrees to abide by all of the guidelines developed by HCDE in furtherance of this Contract.
- D. The ISD agrees not to make any expenditure in excess of the budget submitted with the ISD's site description.
- E. For each Center, the ISD agrees to provide Center programs, facilities, and personnel necessary to operate the Center to students, parents and community members in accordance with its site description. The ISD will provide the Center(s) at the school sites specified in Exhibit C. The ISD agrees that the services/activities for each Center will adhere to those in the grant proposal for the Texas ACE Program submitted by HCDE to the Texas Education Agency.
- F. The ISD agrees to receive HCDE's approval at least four weeks prior to making changes to the Center's description(s), including changes to the number or types of services provided; names of contractors or collaborators delivering services; hours of the program(s); the number and ages of children and adults served; dates of holidays; name of the site coordinator; field trips; employee out-of-state travel or any other changes to the site description(s).
- G. The ISD agrees to maintain necessary records and accounts in order to assure that payments received from HCDE have been expended for the Center(s). The ISD agrees to provide these records and other information as required by HCDE. The ISD agrees to retain all required records for three years after HCDE makes final payments to ISDs and all other pending matters are closed. The ISD will submit to HCDE verification of employment status for employees, receipts and invoices for supplies, and copies of contracts for contracted services purchased.

- H. The ISD shall furnish operating reports to designated HCDE representatives on a monthly basis. Such reports may include, but not be limited to: activity and enrollment reports; financial reports; eligibility documents; complaints made by students, parents, employees, and other persons; and investigative reports of any kind involving the Center(s), Center programs, or its participants. Any reports or evaluations incidental to this Contract shall be performed only with the prior approval of HCDE. No reports or evaluations shall be released to third parties without the prior written approval of HCDE, unless release is required under the Public Information Act. This reporting will form a part of the regular monthly reporting documentation to HCDE and continue for as long as the ISD receives payments from HCDE under this Contract.
- I. The ISD acknowledges and agrees that it is solely responsible for all costs, wages, expenses, and fees associated with or arising from the operation of the Center(s).
- J. The ISD agrees to maintain documentation of all equipment, materials and supplies purchased with grant funds; update the CASE for Kids inventory form as need based on purchases received, used or based on conditional change (new, good, fair or poor). The ISD further agrees to The Education Department General Administrative Regulations (EDGAR) 80.32(e) and 80.33(b) that disposition be requested for all equipment and unused supplies acquired under a grant.
- K. The ISD agrees to cooperate with the evaluation of the Center(s) by designating internal staff to work with the CASE for Kids' external evaluator to implement and monitor the evaluation process, including the ISD's progress in meeting the performance objectives established by the Texas Education Agency for the Nita M. Lowey 21st Century Community Learning Centers, the effect of the Center(s) on participants, and the effectiveness of the Center(s) in meeting the performance objectives established by the Texas Education Agency. The ISD agrees to provide such records as STAAR scores, TAKS scores, grades, Stanford Achievement scores, conduct scores, end of course scores and disciplinary reports for students in the Center programs to HCDE in accordance with the reporting due dates established by TEA.
- L. The ISD agrees to allow HCDE, the Texas Education Agency, the State of Texas Comptroller, or any of their duly authorized representatives to any books, documents, papers, and records relating to the services provided under this Contract for the purpose of making audits, examinations, evaluations, excerpts, and transcriptions.
- M. The ISD may use the payments from HCDE to create new program(s) or enhance existing program(s), but the payments from HCDE should not replace funding for an existing program(s). In the event that payments from HCDE will be used to expand already existing program(s), the ISD will provide HCDE with detailed documentation of the program(s) including a list of students and adults currently enrolled, attendance since the beginning of the school year (or past six months), and a schedule of activities offered by the program(s) since the beginning of the year. The ISD will also report all sources of funding for the program(s) and the total cost of the program(s) to HCDE.

- N. The ISD agrees to obtain and assess criminal history record information for each employee or volunteer used in the Center(s) and to use only those persons fit to work with students.
- O. ISD agrees that it will comply with the assurances, certifications, and disclosures provided by Texas Education Agency, including the “General Provisions & Assurances,” “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions,” “Lobbying Certification”, “Disclosures of Lobbying Activities”, “Every Student Succeeds Act (ESSA) Provisions and Assurances” and “Program-Specific Provisions & Assurances”, which are attached hereto as Exhibit D and incorporated by reference into this Contract.
- P. The ISD further agrees that it will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protections Agency regulations (40 CFR part 15), and mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Q. The ISD agrees that the certifications and agreements included in the HCDE Vendor Certification Forms, attached hereto as Exhibit A and incorporated by reference in the agreement for all purposes, is true and correct.
- R. The ISD agrees to provide the after-school program to at least the number of students and parents indicated on Exhibit C attached to the Contract. The ISD further agrees that if any time after November 20, 2020, the HCDE CASE for Kids Director determines that there is less than **60%** of the agreed upon students and/or parents in the afterschool program (the numbers on Exhibit C), HCDE may withhold and reserve up to one-third of the budget (Exhibit B of the Contract) that it would have otherwise paid to the ISD and use those funds, in HCDE’s sole discretion, to try to increase student and/or parent participation. The ISD agrees and understands that this will result in receipt by the ISD of up to one-third less funds than the ISD would have received under the Contract as specified in Exhibit B. Upon January 1, 2021, if less than 50% of the budget is not allocated for program expenditures, HCDE reserves the right to reduce the ISD’s operating budget for the spring term and in subsequent grant years, as applicable.

IV. OBLIGATIONS DURING COVID-19 PANDEMIC

Due to the currently ongoing COVID-19 pandemic, the parties agree that either party may perform its obligations under this Contract virtually and/or remotely, as deemed appropriate by the performing party. The ISD is solely responsible for the provision and cost of all equipment, technology, Internet service/capabilities, networking, and the like required to participate in Nita M. Lowey 21st Century CCLC Texas ACE program activities online/remotely.

The ISD is further solely responsible for obtaining any required parental/guardian consent for students to participate in Nita M. Lowey 21st Century CCLC Texas ACE program activities online/remotely. HCDE will not be responsible for any costs necessitated or incurred due to online/remote participation.

The parties agree to reasonably cooperate with each other to ensure that the duties, obligations, and rights of both parties under this Contract are timely fulfilled, to the maximum extent possible, while also taking into account the health and safety of each party's employees, officers, agents, representatives, and students. The parties encourage social distancing as a measure intended to minimize the spread of disease in response to the current health situation.

V. COMPENSATION AND FUNDING

Subject to the following paragraphs, HCDE will pay the ISD in an amount not to exceed:

- \$156,800.00 for providing the Center in accordance with Section III and this Contract at Bammel Middle School.

The ISD must submit an itemized monthly statement detailing expenses with supporting documentation for the Center(s) in order to receive payment of these expenses. HCDE will pay the ISD within 60 days of receiving sufficient funds as described below. Only invoices for allowable expenses, per grant fiscal guidelines, incurred during the term of this Contract will be paid by HCDE. The ISD waives any statutory right to interest the ISD may have under Chapter 2251 of the Texas Government Code. The ISD may be eligible for a prorated amount, in HCDE's sole discretion, if the ISD is unable to maintain its Center(s) in accordance with the site description. Included in these requirements are: the number of Centers in the ISD where the Center programs are provided; the number of students and adults served in the ISD by the Center programs; and fulfillment of the total number of days of providing service. It is expected that the Center will expend a minimum of 90% of the total grant award outlined herein. The ISD agrees that if any time after January 31, 2021, the HCDE CASE for Kids Director determines that the ISD does not have a realistic action plan to expend at least 90% of the grant award amount, HCDE may withhold and reserve up to one-third of the budget (Exhibit B) that would have been otherwise paid to the ISD and use those funds, in HCDE's sole discretion, to allocate allowable expenses to support the afterschool program/Center, in accordance with the grant fiscal guidelines and procedures. HCDE will notify the ISD at least two weeks prior to re-allocation/withholding of funds from the ISD in support of the afterschool program/Center.

The ISD acknowledges that federal funds will be used to pay for all or a portion of funds due under this Contract and that this Contract is only effective upon receipt of the Notice of Grant Award ("NOGA") and actual funding by HCDE from the awarding agency. As such, if HCDE does not receive sufficient funding for the obligations provided in this Contract, HCDE may terminate this Contract without penalty or further obligation to the ISD, at any time upon written notice to the ISD. The expenses incurred in accordance with this Contract shall be wholly funded by the Texas ACE Program. In the event that any payment(s) to ISD under this Contract are subsequently disallowed by the awarding agency or affiliated entity or in the event that HCDE is required to refund any funding received from the awarding agency, affiliated entity, or other granting agency relating to this Contract, to the maximum extent permitted by applicable law, the ISD shall repay to HCDE, on demand, the amount of any such disallowed costs and/or refund. HCDE may, in its sole discretion, deduct the amount(s)

of any such disallowed costs and/or refund(s) from subsequent payments to the ISD under this Contract.

The ISD and HCDE agree that, in accordance with Section 791.011, each party paying for the performance of governmental functions and/or services must make those payments from current revenues available to the paying party, and payment must be in an amount that fairly compensates the performing party for the services and/or functions performed under the Contract.

VI. PIGGYBACKING ON HCDE-PROCURED CONTRACTS

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F of the Texas Local Government Code, the District may, in its discretion, enter into separate and independent contracts with CASE Afterschool and Summer Direct Service Providers, procured by HCDE in accordance with Section 44.031 of the Texas Education Code, that employ the same negotiated terms and conditions contained in an existing contract(s) between HCDE and the Direct Service Provider.

If the District elects to piggyback off of one of HCDE's contracts with CASE for Kids for Youth Services for Afterschool and Summer, the District shall be permitted to purchase goods and services using the contracts competitively procured by HCDE. HCDE does not assess a fee to the District for use of HCDE contracts with Direct Service Providers. The District shall make payments directly to vendors/Direct Service Providers. The District shall be responsible for ordering, inspecting, and accepting the goods and services purchased by utilizing one of HCDE's contracts with Direct Service Providers. The District shall further be responsible for the vendors' compliance with provisions relating to the specific quality of goods and services delivered and terms of delivered, as set forth between the District and the vendor. HCDE is not responsible or liable for the performance of any vendor used by the District as a result of this Agreement or the District's piggybacking off of one of HCDE's contracts with Direct Service Providers.

VII. RELATIONSHIP

It is understood and agreed that the ISD is an independent contractor. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and any employee or agent of the ISD. The Contract does not create a joint venture or business partnership under Texas law.

The ISD is solely responsible for the supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), insurance, worker's compensation, and disability benefits and like requirements and obligations of ISD employees, agents, volunteers, and representatives. The ISD agrees that HCDE has no responsibility for any conduct of any ISD employee, agent, volunteer, or representative.

VIII. TERMINATION

This Contract may be terminated by either party without cause with thirty (30) days advance written notice. HCDE may by written notice at any time terminate this Contract if the ISD fails to comply with a provision of this Contract. HCDE may also terminate this Contract as provided in Section IV.

IX. AUTHORIZATION

Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.

X. NOTICE

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice to shall be sufficient if made or addressed as follows:

Harris County Department of Education
Attention: James Colbert Jr.
County School Superintendent
6300 Irvington Blvd.
Houston, Texas 77022

Attention: Dr. Rodney Watson
Spring ISD Independent School District
16717 Ella Blvd.
Houston, Texas 77090

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

XI. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the State of Texas.

XII. VENUE

The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of this Contract shall be in Harris County, Texas.

XIII. ENTIRE AGREEMENT

This Contract, Exhibit A, Exhibit B, Exhibit C and Exhibit D represents the entire and exclusive agreement between the parties thereto and replaces in their entirety any previous agreements, written or oral.

XIV. AMENDMENT

This Contract may be amended only by the mutual agreement of the parties, in writing, to be attached to and incorporated in this Contract.

XV. ASSIGNMENT

Neither this Contract nor any duties or obligations under it shall be assignable by the ISD without the prior written acknowledgment and authorization of HCDE.

XVI. SEVERABILITY

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

XVII. BENEFIT FOR SIGNATORY PARTIES ONLY

Neither this Contract, nor any term or provision hereof, nor any inclusion by reference, shall be construed as being for the benefit of any party not in signatory hereto.

XVIII. IMMUNITIES

Nothing in this Contract waives or alters any immunities provided either of the parties, their employees, officers, or agents, under Texas or federal law.

Executed this _____ day of _____ the Year 2020.

By:

James Colbert, Jr.
County School Superintendent
Harris County Department of Education

By:

Dr. Rodney Watson
Superintendent
Spring Independent School District

EXHIBIT B

Spring ISD/Bammel MS	
CASE for Kids 21st Century/Texas ACE Cycle 9, Year 5 Budget	

Personnel -- 6100

Site Director	\$ 54,000
School Year Certified Teachers	\$ 30,000
Summer Certified Teachers	\$ 8,800
School Year Para-professionals	\$ 5,000
Summer Para-professionals	\$ 2,500
Payroll	\$ 100,300
Site Coordinator Fringe Benefits	\$ 10,800
Total Payroll Costs 6100	\$ 111,100

Professional & Contractual Services -- 6200

Professional Development	\$ 2,000
Topic: Enrichment	\$ 4,000
Total Professional & Contractual Services 6200	\$ 6,000

Materials & Supplies -- 6300

Site Coordinator Computer	\$ 500
Site Coordinator Office Supplies	\$ 1,500
Family Engagement Supplies	\$ 1,000
Program Consumable Supplies- Attendance	\$ 1,000
Program Consumable Supplies- Manipulatives	\$ 1,000
Program Consumable Supplies- Games and Kits	\$ 500
Program Literacy Materials	\$ 2,000
Program Technology	\$ 9,500
Total Materials & Supplies 6300	\$ 17,000

Other Operating Costs -- 6400

School Year Transportation	\$ 15,000
Summer Program Transportation	\$ 3,000
Fieldtrip Transportation	\$ 600
Fieldtrip Admission	\$ 1,000
Snacks for Family Engagement	\$ 500
Site Coordinator Mileage (\$.54 per mile)	\$ 800
In-state Conference (OSTICON)	\$ 700
Out-of-state Conference	\$ 1,100
Total Other Operating Costs 6400	\$ 22,700

Total:	\$ 156,800
---------------	-------------------

EXHIBIT C

Texas ACE Center Operations Schedule (one per center)					Program Year 2020-2021	
Grantee will enter information for the approved Center. Center information should be entered in the same order as included in the approved application.						
Center 10	9 Digit campus ID #	Name of Center/Feeder School, Physical Address, City, ZIP	Priority or Focus School	Grade Levels Served	"Regular" Student Target	Parent/Legal Guardian Target
Center	101919046	Bammel Middle School 16711 Ella Boulevard, Houston, 77090		6-8	82	40
Feeder						
Feeder						
Feeder						

Program Operations	Start Date (MM/DD/YY):	End Date (MM/DD/YY):	Total Weeks
Summer Term Jump Start (Must be approved in NOGA)			
Fall Term	08/31/2020	12/11/2020	12
Spring Term	12/14/2020	06/25/2021	23
Summer Term	07/06/2021	07/29/2021	4
Total number of weeks: (must meet or exceed original Year 1 weeks)			39

Center Schedule												
Day of the Week	Fall Term				Spring Term				Summer Term			
	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End	AM Start	AM End	PM Start	PM End
Monday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Tuesday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Wednesday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Thursday	7:30	8:30	4:45	6:30	7:30	8:30	4:45	6:30	9:00			3:00
Friday	7:30	8:30			7:30	8:30						
Saturday												
Sunday												
Total Hours Per Week:	12				12				24			

Adjunct Sites, If applicable (site name and full address)	
Special Schedules (i.e., Jump Start, Saturday Events, Field Trips)	
Parent/Legal Guardian Activities	Based on Parent Interest Surveys, parents participate in Parent University or Parents Promoting Learning.

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

Statement of provisions and assurances for the program(s) in this Application:

A. **Terms defined:** As used in these Provisions and Assurances,

- *Subaward:* An award provided by a pass-through entity to a Subrecipient for the Subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A Subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract (2 CFR §200.92)
- *Agency or TEA:* The Texas Education Agency
- *Subrecipient:* A non-Federal entity that receives a Subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding Agency (2 CFR §200.93)
- *Program Manager:* The person representing the Agency or the Subrecipient, as indicated by the Subaward, for the purposes of administering the Subaward Project
- *Subaward Project:* The purpose intended to be achieved through the Subaward of which these provisions and assurances are a part
- *Applicant:* The same as Subrecipient
- *SAS:* The Standard Application System of which the Application document is a part
- *Application:* The entire package submitted by the Applicant, including the required schedules contained in the Application and so indicated on Schedule #1 of the paper Application package or on the Certify and Submit schedule of the eGrants Application package.
- *Amendment:* An Application that is revised in budget categories and/or in program activities. It includes Schedule #1 and Schedule #4 of the paper Application, or GS2900 – Purpose of Amendment in eGrants, and any additional schedules affected by the proposed change. The original Application and any previous Amendments are incorporated by reference.
- *Works:* All tangible or intangible material, products, ideas, documents, or Works of authorship prepared or created by the Subrecipient for or on behalf of TEA at any time after the beginning date of the Subaward (Works includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.)
- *Intellectual Property Rights:* The worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to Grant sublicenses.
- *Grant:* The same as Subaward
- *Grantee:* The same as Subrecipient
- *Grantor:* The same as Agency
- *DCC:* The Document Control Center of the Agency
- *Capital Assets:* Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with Generally Accepted Accounting Principles (GAAP). Capital Assets include: (a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and (b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to Capital Assets that materially increase their value or useful life (not ordinary repairs and maintenance).(2 CFR §200.12).

If the Subrecipient purchases Capital Assets (furniture and/or equipment) with Subaward funds to accomplish the objective(s) of the project, title will remain with the Subrecipient for the period of the Subaward. The Agency

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

reserves the right to transfer Capital Assets for Subrecipient noncompliance during the Subaward period or as needed after the ending date of the Subaward. This provision applies to any and all furniture and/or equipment regardless of unit price and how the item is classified in the Subrecipient's accounting record.

- **Capital Expenditures:** Expenditures to acquire Capital Assets or expenditures to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to Capital Assets that materially increase their value or useful life. (2 CFR §200.13)
- **Protected Personally Identifiable Information (PII):** An individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed (2 CFR §200.82)

- B. **Contingency:** The agreement represented by this Subaward is executed by the Agency subject to the availability of funds appropriated by legislative act for the purposes stated. All Amendments and/or extensions or subsequent Subaward agreements entered into for the same or continued purposes are executed contingent upon the availability of appropriated funds. Notwithstanding any other provision in this Subaward agreement or any other document, this Subaward agreement is void upon appropriated funds becoming unavailable. In addition, this Subaward agreement may be terminated by the Agency at any time for any reason upon notice to the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency. This Subaward agreement may be extended or otherwise amended only by formal written Amendment properly executed by both the Agency and the Subrecipient. No other agreement, written or oral, purporting to alter or amend this Subaward shall be valid.
- C. **Subrecipient's Application:** Furnished to the Agency in response to a request for Application, is incorporated in this Subaward by reference for all necessary purposes. It is specifically provided; however, that the provisions of this Subaward shall prevail in all cases of conflict arising from the terms of the Subrecipient's Application whether such Application is a written part of this Subaward or is attached as a separate document.
- D. **Requirements, Terms, Conditions, and Assurances:** Stated in the Request for Application, in response to which the Applicant is submitting this Application, and are incorporated herein by reference for all purposes. The instructions to the Standard Application System, as well as the General and Fiscal Guidelines and Program Guidelines, are incorporated herein by reference.
- E. **Signature Authority; Final Expression; Superseding Document:** The Applicant certifies that the person signing or certifying and submitting this Application has been properly delegated this authority. The Subaward represents the final and complete expression of the terms of agreement between the parties. The Subaward supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Subaward shall have no force or effect. The Subaward may be modified, amended, or extended only by formal written Amendment properly executed by both TEA and the Subrecipient.
- F. **State of Texas Laws:** In the conduct of the Subaward Project, the Subrecipient shall be subject to Texas State Board of Education and Commissioner rules pertaining to this Subaward and the Subaward Project and to the laws of the State of Texas governing this Subaward and the Subaward Project. This Subaward constitutes the entire agreement between the Agency and the Subrecipient for the accomplishment of the Subaward Project. This Subaward shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Subaward.
- G. **Monitoring:** Desk reviews, on-site monitoring reviews, arranging for agreed-upon-procedures engagements, and training and technical assistance on program-related matters may be conducted by the Agency to determine compliance with the approved Application and the applicable statute(s), law(s), regulations, and guidelines.
- TEA conducts federal fiscal Grant Subrecipient monitoring and compliance reviews, and implements related remedies for noncompliance, in accordance with its established policies and procedures. These policies and procedures incorporate best practices and standards that may be similar to common auditing standards, but the Agency does not apply a specific set of external standards, such as the US Government Accountability Office's Generally Accepted Government Auditing Standards (Yellow Book), nor is it required to do so.
- H. **Specific Conditions:** If TEA identifies, in its sole determination, a grantee as posing a level of risk identified by the agency's risk criteria, the grantee has a history of failure to comply with the terms and conditions of the

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

grant award, the grantee fails to meet performance goals, or is not otherwise responsible then TEA may impose additional specific award conditions on any grant award. (2 CFR 200.207).

Specific conditions may include 1) requiring payments as reimbursements rather than advance payments, 2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance within a given performance period, 3) requiring additional, more detailed, financial reports, 4) requiring additional project monitoring, 5) requiring technical or management assistance, or 6) establishing additional prior approvals.

TEA may, in appropriate circumstances, designate the specific conditions established under 2 CFR 200.207 as "high-risk conditions" and designate a non-federal entity subject to specific conditions established under §200.207 as a high-risk Grantee. (2 CFR 3474.10)

- I. **Notification of Specific Conditions:** Upon placing a specific condition or high-risk Grantee identification, TEA must notify the Grantee of 1) the nature of the additional requirements, 2) the reason for the additional requirements, 3) the action needed to remove the additional requirement, if applicable, 4) the timeline for completing the additional requirements, and 5) the method for requesting reconsideration of the additional requirements being imposed. Any specific conditions must be promptly removed once the deficiency has been corrected. (2 CFR 200.207)
- J. **Remedies for Noncompliance:** If TEA determines that noncompliance cannot be corrected by imposing the specific conditions, TEA may take one or more of the following remedies for noncompliance actions, as appropriate in the circumstances. 1) temporarily withhold cash payments pending correction of the deficiency, 2) disallow all or part of an activity or action not in compliance, 3) wholly or partly suspend or terminate the grant award, 4) initiate suspension or disbarment proceedings under 2 CFR 180, 5) withhold further grant awards for the project, or 6) take other remedies that may be legally available. (2 CFR 200.338)
- K. **Notification of Remedies for Noncompliance and Opportunity for Hearing:** Upon taking any remedy for non-compliance, TEA must provide the Subrecipient an opportunity to object and provide information and documentation challenging the suspension or termination action. (2 CFR 200.341)
- L. **Subaward Cancellation, etc.:** If this Subaward is canceled, terminated, or suspended by the Agency prior to its expiration date, the reasonable monetary value of services properly performed by the Subrecipient pursuant to this Subaward prior to such cancellation, termination, or suspension shall be determined by the Agency and paid to the Subrecipient as soon as reasonably possible.
- M. **Indemnification:** The Subrecipient, to the extent permitted by law, shall hold the Agency harmless from and shall indemnify the Agency against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of the Subrecipient, its agents, employees, and subcontractors, done in the conduct of the Subaward Project.
- N. **Encumbrances/Obligations and Liquidations:** All encumbrances/obligations shall occur on or between the beginning and ending dates of the Subaward unless pre-award costs are expressly permitted for the individual Grant program. In general, goods or services delivered near the end of the Grant period may be viewed by TEA as not necessary to accomplish the objectives of the current Grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the Grantee is unable to (1) document the need for the expenditures, (2) demonstrate that program beneficiaries receive benefit from the late expenditures, or (3) negate the appearance of "stockpiling" supplies or equipment. The Subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the Subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all Grant programs, including state and federal, discretionary and formula.
- O. **Financial Management and Accounting:** The Subrecipient assures it will maintain a financial management system that provides for the following: (1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity, if any. (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR §§200.327 Financial reporting and 200.328 Monitoring and reporting program performance. If a Federal awarding Agency requires reporting on an accrual basis from a recipient that maintains

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

its records on other than an accrual basis, the recipient must not be required to establish an accrual accounting system. This recipient may develop accrual data for its reports on the basis of an analysis of the documentation on hand. Similarly, a pass-through entity must not require a Subrecipient to establish an accrual accounting system and must allow the Subrecipient to develop accrual data for its reports on the basis of an analysis of the documentation on hand. (3) Records that identify adequately the source and Application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation. (4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes. See 2 CFR §200.303 Internal controls. (5) Comparison of expenditures with budget amounts for each Federal award. (6) Written procedures to implement the requirements of 2 CFR §200.305 Payment. (7) Written procedures for determining the allowability of costs in accordance with Subpart E—Cost Principles of this part and the terms and conditions of the Federal award. (2 CFR §200.302(b)(7)).

Public school districts, open-enrollment charter schools, and regional education service centers in Texas must comply with the accounting requirements in the Financial Accounting and Reporting (FAR) module of the *Financial Accountability System Resource Guide*, Texas Education Agency.

- P. **Expenditure Reports:** The Subrecipient shall submit expenditure reports in the time and manner requested by the Agency and in accordance with the critical events calendar for the Grant accessible from the TEA Grant Opportunities page which is incorporated by reference. Unless otherwise specified, interim reports are due to TEA within 15 days after the end of each reporting period. Unless otherwise specified, the final expenditure report is due within 30 days after the ending date of the Grant. Revised expenditure reports, if allowable, where the Subrecipient is claiming additional expenditures beyond that originally requested, must be submitted within 60 days after the ending date of the Grant, unless otherwise specified.
- Q. **Refunds Due to TEA:** If the Agency, or Subrecipient, determines that the Agency is due a refund of money paid to the Subrecipient pursuant to this Subaward, the Subrecipient shall pay the money due to the Agency within 30 days of the Subrecipient's receipt of written notice that such money is due to the Agency. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent Applications for said funds.
- R. **Records Retention:** Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of five years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding Agency or pass-through entity in the case of a Subrecipient (GEPA §81.31(c)).
- The Subrecipient understands that acceptance of funds under this Subaward acts as acceptance of the authority of the State Auditor's office, or any successor Agency, to conduct an audit or investigation in connection with those funds. The Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. The Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Subrecipient and the requirements to cooperate is included in any subcontract it awards.
- S. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources or used as matching/cost sharing to a federal Grant, time and effort records will be maintained by Applicant that will confirm the services provided within each funding source. Applicant must adjust payroll records and expenditures based on this documentation. This requirement applies to all projects, regardless of funding source, unless otherwise specified. For federally funded projects, time and effort records must be in accordance with the requirements in 2 CFR §200.430(i) of EDGAR, as applicable.
- T. **Forms, Assurances, and Reports:** The Subrecipient shall in a timely manner make and file with the proper authorities all forms, assurances, and reports required by federal laws and regulations. The Agency shall be responsible for reporting to the proper authorities any failure by the Subrecipient to comply with the foregoing laws and regulations coming to the Agency's attention and may deny payment or recover payments made by the Agency to the Subrecipient in the event of the Subrecipient's failure to comply.
- U. **Intellectual Property Ownership:** The Subrecipient agrees that all Works are, upon creation, Works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered Works made for hire, the Subrecipient hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. The Subrecipient agrees to maintain written agreements with all officers,

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

directors, employees, agents, representatives, and subcontractors engaged by the Subrecipient for the Subaward Project, Granting the Subrecipient rights sufficient to support the performance and Grant of rights to TEA by the Subrecipient. Copies of such agreements shall be provided to TEA promptly upon request.

The Subrecipient warrants that (i) it has the authority to Grant the rights herein Granted; (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Subaward, and the Subrecipient will not enter into any such agreements; and (iii) the Works will be original and will not infringe any Intellectual Property Rights of any other person or entity. These warranties will survive the termination of the Subaward. If any preexisting rights are embodied in the Works, the Subrecipient Grants to TEA the irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative Works based upon such preexisting rights and any derivative Works thereof; and (ii) authorize others to do any or all of the foregoing. The Subrecipient agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, the Subrecipient will provide TEA with documentation indicating a third party's written approval for the Subrecipient to use any preexisting rights that may be embodied or reflected in the Works.

For School Districts, ESCs, Nonprofit, and For-Profit Organizations: The foregoing Intellectual Property Ownership provisions apply to any school districts, ESCs, nonprofit organizations, and their employees, agents, representatives, consultants, and subcontractors. If a school district, ESC, or nonprofit organization or any of its subcontractor(s) wish to obtain a license agreement to use, advertise, offer for sale, sell, distribute, publicly display, publicly perform or reproduce the Works, or make derivative Works from the Works, then express written permission must first be obtained from the TEA Copyright Office.

For Colleges and Universities: The foregoing Intellectual Property Ownership provisions apply to any colleges and universities and their employees, agents, representatives, consultants, and subcontractors; provided, that for all Works and derivative Works created or conceived by colleges or universities under the Subaward, they are Granted a non-exclusive, non-transferable, royalty-free license to use the Works for their own academic and educational purposes only. The license for academic and educational purposes specifically excludes advertising, offering for sale, selling, distributing, publicly displaying, publicly performing, or reproducing the Works, or making derivative Works from the Works that are created or conceived under this Subaward; and colleges and universities and their employees, agents, representatives, consultants, and subcontractors are prohibited from engaging in these uses and activities with regard to the Works unless the prior express written permission of the TEA Copyright Office is obtained.

- v. **Unfair Business Practices:** By signing this Subaward, the Subrecipient, if other than a state Agency, certifies that the Subrecipient, within the preceding 12 months, has not been found guilty, in a judicial or state Agency administrative proceeding, of unfair business practices. The Subrecipient, if other than a state Agency, also certifies that no officer of its company has, within the preceding 12 months, served as an officer in another company which has been found, in a judicial or state Agency administrative proceeding, to be guilty of unfair business practices.

The Subrecipient, whether a state Agency or not a state Agency, certifies that no funds provided under this Subaward shall be used to purchase supplies, equipment, or services from any companies found to be guilty of unfair business practices within 12 months from the determination of guilt.

- w. **Subcontracting:** The Subrecipient shall not assign or subcontract any of its rights or responsibilities under this Subaward, except as may be otherwise provided for in this Application, without prior formal written approval Granted as an Amendment to this Subaward properly executed by both the Agency and the Subrecipient.
- x. **Use of Consultants:** Notwithstanding any other provision of this Application, Applicant shall not use or pay any consultant in the conduct of this Application if the services to be rendered by any such consultant can be provided by Applicant's employees.
- y. **Disposition of Equipment and Supplies:** If Capital Expenditures are used to purchase Capital Assets, the Subrecipient must request disposition instructions from the Agency before disposing of the equipment and/or supplies. Disposition will be made in accordance with 2 CFR §§200.313 and 200.314 as applicable.
- z. **Agency Property (Terms):** In the event of loss, damage, or destruction of any property owned by or loaned by the Agency while in the custody or control of the Subrecipient, its employees, agents, consultants, or subcontractors, the Subrecipient shall indemnify the Agency and pay to the Agency the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of the Subrecipient's receipt of written notice of the Agency's determination of the amount due. This provision applies whether the property is developed or purchased by the Subrecipient pursuant to this Subaward or is provided by the Agency to the

Texas Education Agency
General Provisions and Assurances
EXHIBIT D

Subrecipient for use in the Subaward Project. If the Subrecipient fails to make timely payment, the Agency may obtain such money from the Subrecipient by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to the Subrecipient by the Agency.

- AA. **Travel Costs:** Amounts authorized for maximum recovery for travel costs against any state or federal funding source are restricted to those amounts which are approved in the State of Texas appropriations bill in effect for the particular obligation. Any amount over this limit must come from local funding sources. Applicant must recover funds at a lesser rate if local policy amounts are less than the maximum allowed by the state. Out-of-state travel may not exceed the federal government rate for the locale. Reimbursement of travel costs is based on actual expenses. Travel allowances are unallowable.
- BB. **Funds for Religious Worship, Instruction:** No funds will be used to pay for religious worship, instruction, or proselytization, or for any equipment or supplies for such, or for any construction, remodeling, repair, operation, or maintenance of any facility or part of a facility to be used for religious worship, instruction, or proselytization (34 CFR §76.532)
- CC. **Disclosure of Gifts and Campaign Contributions:** The Grantee shall file disclosures of gifts and campaign contributions as required by State Board of Education Operating Rule 4.3, which is incorporated as if set out in full. The Grantee has a continuing obligation to make disclosures through the term of the Subaward. Failure to comply with State Board of Education Operating Rule 4.3 is grounds for canceling the Subaward agreement.
- DD. **Submission of Audit Reports to TEA:** Grantees agree to submit audit report(s) consistent with the requirements of 2 CFR Part 200, Subpart F of EDGAR, including the reporting package described in §200.512, to the Federal Audit Clearinghouse (FAC). Also by section 44.008 of the Texas Education Code (TEC), Grantees also agree to submit audit reports to TEA Division of Financial Compliance (DFC) in the time and manner requested by the Agency.

Grantees that expend \$750,000 or more during the entity's fiscal year in Federal awards must have a single audit conducted in accordance with §200.501 Audit requirements, except when it elects to have a program-specific audit conducted in accordance with paragraph of that section. Grantees agree to submit a copy of such audits to TEA when the schedule of findings and questioned costs disclose audit findings relating to any federal awards provided by TEA. A copy of such audits shall also be submitted to TEA if the summary schedule of prior audit findings reported the status of any audit findings relating to any federal awards provided by TEA.

- EE. **Federal Rules, Laws, and Regulations That Apply to All Federal Programs:** The Subrecipient shall be subject to and shall abide by all federal laws, rules, and regulations pertaining to the Subaward Project, including but not limited to:
1. **Americans With Disabilities Act**, Public Law (P.L.) 101-336, 42 United States Code (USC) section 12101, and the regulations effectuating its provisions contained in 28 CFR Parts 35 and 36, 29 CFR Part 1630, and 47 CFR Parts 0 and 64.
 2. **Title VI of the Civil Rights Act of 1964**, as amended (prohibition of discrimination by race, color, or national origin), and the regulations effectuating its provisions contained in 34 CFR Part 100.
 3. **Title IX of the Education Amendments of 1972**, as amended (prohibition of sex discrimination in educational institutions) and the regulations effectuating its provisions contained in 34 CFR Part 106, if the Subrecipient is an educational institution.
 4. **Section 504 of the Rehabilitation Act of 1973**, as amended (nondiscrimination on the basis of handicapping condition), and the regulations effectuating its provisions contained in 34 CFR Parts 104 and 105.
 5. **Age Discrimination Act of 1975**, as amended (prohibition of discrimination on basis of age), and any regulations issued thereunder, including the provisions contained in 34 CFR Part 110.
 6. **Family Educational Rights and Privacy Act (FERPA) of 1975**, as amended (ensures access to educational records for students and parents while protecting the privacy of such records), and any regulations issued thereunder, including **Privacy Rights of Parents and Students** (34 CFR Part 99), if the Subrecipient is an educational institution (20 USC 1232g).
 7. Section 509 of H.R. 5233 as incorporated by reference in P.L. 99-500 and P.L. 99-591 (**prohibition against the use of federal Grant funds to influence legislation pending before Congress**).
 8. **Pro-Children Act of 2001**, which states that no person shall permit smoking within any indoor facility owned or leased or contracted and utilized for the provision of routine or regular kindergarten,

Texas Education Agency
General Provisions and Assurances
EXHIBIT D

elementary, or secondary education or library services to children (P.L. 107-110, section 4303[a]). In addition, no person shall permit smoking within any indoor facility (or portion of such a facility) owned or leased or contracted and utilized for the provision of regular or routine health care or day care or early childhood development (Head Start) services (P.L. 107-110, Section 4303[b][1]). Any failure to comply with a prohibition in this Act shall be considered to be a violation of this Act and any person subject to such prohibition who commits such violation may be liable to the United States for a civil penalty, as determined by the Secretary of Education (P.L. 107-110, section 4303[e][1]).

9. **Fair Labor Standards Act (29 USC 207), Davis Bacon Act (40 USC 276[a]), and Contract Work Hours and Safety Standards Act (40 USC 327 et seq.)**, as applicable, and their implementing regulations in 29 CFR 500-899; 29 CFR Parts 1, 3, 5, and 7; and 29 CFR Parts 5 and 1926, respectively.
10. P.L. 103-227, Title X, Miscellaneous Provisions of the GOALS 2000: Educate America Act; P.L. 103-382, Title XIV, General Provisions of the Elementary and Secondary Education Act, as amended; and General Education Provisions Act, as amended.
11. **Prohibition of Text Messaging and Emailing while Driving during Official Federal Grant Business:** Personnel funded from federal Grants and their subcontractors and Subgrantee are prohibited from text messaging while driving an organization-owned vehicle, or while driving their own privately owned vehicle during official Grant business, or from using organization-supplied electronic equipment to text message or email while driving. Recipients must comply with these conditions under Executive Order 13513, "Federal Leadership On Reducing Text Messaging While Driving," October 1, 2009 (pursuant to provisions attached to federal Grants funded by the US Department of Education).
12. **Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 USC 7104[g]):** In accordance with 2 CFR 175, this award may unilaterally be terminated, without penalty, if Subrecipient or an employee of Subrecipient violates any of the applicable prohibitions of this award term through conduct that is either associated with performance under this award or imputed to Subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 34 CFR 85.630. Subrecipient and Subrecipient's employees may not i) Engage in severe forms of trafficking in persons during the period of time that the award is in effect; ii) Procure a commercial sex act during the period of time the award is in effect; or iii) Use forced labor in the performance of the award or Subaward under the award. Subrecipient must inform the proper authorities and Agency immediately of any information it receives from any source alleging a violation of the applicable prohibitions of this award term. In addition to all other remedies for noncompliance that are available to the Agency under this award, Subrecipient must include the requirements of this provision in any Subaward made to a private entity.

FF. Federal Regulations Applicable to All Federal Programs:

A complete description of the federal regulations that apply to federal education grant awards may be found on USDE's EDGAR website at <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.

GG. General Education Provisions Act (GEPA), As Amended, Applicable to All Federal Programs Funded or Administered through or by the US Department of Education:

The general Application submitted by a local educational Agency shall set forth these assurances:

1. **Applicability:** That the local educational Agency will administer each program covered by the Application in accordance with all applicable statutes, regulations, program plans, and Applications (20 USC 1232(e));
2. **Public Agency Control:** That the control of funds provided to the local educational Agency under each program, and title to property acquired with those funds, will be in a public Agency and that a public Agency will administer those funds and property (20 USC 1232(e));
3. **Sound Accounting:** That the local educational Agency will use fiscal control and fund accounting procedures that will ensure proper disbursement of, and accounting for, Federal funds paid to that Agency under each program (20 USC 1232(e));
4. **Access to Records:** That the local educational Agency will make reports to TEA and to the Secretary of Education as may reasonably be necessary to enable TEA and the Secretary to perform their duties and that the local educational Agency will maintain such records, including the records required under 20 USC 1232(f), Education Records, and provide access to those records, as TEA or the Secretary deem necessary to perform their duties (20 USC 1232(e));
5. **Participation in Planning:** That the local educational Agency will provide reasonable opportunities for

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

the participation by teachers, parents, and other interested agencies, organizations, and individuals in the planning for and operation of each program (20 USC 1232(e));

6. **Availability of Information:** That any Application, evaluation, periodic program plan or report relating to each program will be made readily available to parents and other members of the general public (20 USC 1232(e));
7. **Construction:** That in the case of any project involving construction -
(A) the project is not inconsistent with overall State plans for the construction of school facilities, and
(B) in developing plans for construction, due consideration will be given to excellence of architecture and design and to compliance with standards prescribed by the Secretary under section 794 of title 29 in order to ensure that facilities constructed with the use of Federal funds are accessible to and usable by individuals with disabilities (20 USC 1232 (e));
8. **Sharing Information:** That the local educational Agency has adopted effective procedures for acquiring and disseminating to teachers and administrators participating in each program significant information from educational research, demonstrations, and similar projects, and for adopting, where appropriate, promising educational practices developed through such projects (20 USC 1232(e)); and
9. **Direct Financial Benefit:** That none of the funds expended under any applicable program will be used to acquire equipment (including computer software) in any instance in which such acquisition results in a direct financial benefit to any organization representing the interests of the purchasing entity or its employees or any affiliate of such an organization (20 USC 1232(e)).
10. **Prohibition of Funds for Busing:** No funds appropriated for the purpose of carrying out any applicable program may be used for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to overcome racial imbalance in any school or school system, or for the transportation of students or teachers (or for the purchase of equipment for such transportation) in order to carry out a plan of racial desegregation of any school or school system, except for funds appropriated pursuant to title VIII of the Elementary and Secondary Education Act of 1965 [20 U.S.C. 7701 et seq.], but not including any portion of such funds as are attributable to children counted under section 8003(d) of such Act [20 U.S.C. 7703(d)] or residing on property described in section 8013(10) of such Act [20 U.S.C. 7713(10)] (20 USC 1228).

HH. State Rules, Laws, and Regulations That Apply to All Programs Administered by TEA:

The Grantee shall comply with all provisions of the Texas Education Code, Chapter 22, Subchapter C, Criminal History Records, which requires that personnel employed using Grant funds shall be subject to the state's fingerprinting requirement. The Subrecipient provides assurance, with its signature on Schedule #1 of the paper Grant Application or by certifying and submitting the eGrants Application, that it will take all necessary and required steps to ensure that all its Subrecipients are in compliance with the fingerprinting requirement.

- II. **Family Code Applicability:** With its signature on Schedule #1 of the paper Application or by certifying and submitting the eGrants Application, the Subrecipient, if other than a state Agency, certifies that under Section 231.006, Family Code, that the Subrecipient is not ineligible to receive payment under this Subaward and acknowledges that this Subaward may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Subaward if the Subrecipient is found to be ineligible to receive payment. If the Subrecipient is found to be ineligible to receive payment and the Subaward is terminated, the Subrecipient is liable to TEA for attorney's fees; the costs necessary to complete the Subaward, including the cost of advertising and awarding a second Subaward; and any other damages or relief provided by law or equity.
- JJ. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, appendices, General Provisions and Assurances, Program-Specific Provisions and Assurances, exhibits, attachments, or other documents, the TEA Subaward and its General Provisions and Assurances, Program-Specific Provisions and Assurances, appendices, Errata, and General and Fiscal Guidelines shall take precedence over all other documents that are apart of this Subaward.
- KK. **Registered Lobbyists:** No state or federal funds transferred to a Subrecipient/Grantee may be used to hire a registered lobbyist.
- LL. **Test Administration and Security:** This Subaward is executed by the Agency subject to assurance by the Subrecipient that it has at all times been and shall remain in full compliance with Title 19, Texas Administrative Code Chapter 101, and all requirements and procedures for maintaining test security specified in any test administration

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Notwithstanding any other provision in this Subaward or any other document, this Subaward is void upon notice by the Agency, in its sole discretion, that the Subrecipient or any school, campus, or program operated by the Subrecipient has at any time committed a material violation of Title 19, Texas Administrative Code Chapter 101, or any requirement or procedure for maintaining test security specified in any test administration materials in the possession or control of the Subrecipient, or any school, campus, or program operated by the Subrecipient. Expenditures and/or activities for which the Subrecipient may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from the Agency.

- MM. **Social Security Numbers:** Social security numbers will not be provided by TEA as a part of this agreement. TEA is not requiring or requesting school districts or other Grantees to provide social security numbers as a part of this agreement.
- NN. **Student-Identifying Information:** The Subrecipient agrees that in executing tasks on behalf of TEA, the Subrecipient will not use any student-identifying information in any way that violates the provisions of FERPA and will destroy or return all student-identifying information to TEA within 30 days of project completion.
- OO. **Protected Personally Identifiable Information (Protected PII):** The Subrecipient agrees to take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding Agency or pass-through entity designates as sensitive or the non-federal entity considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality.
- PP. The Subrecipient assures that the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the Subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the TEA Expenditure Reporting (ER) System.

Revised 02/2019

By signing Schedule #1—General Information of the paper Application or by certifying and submitting the eGrants Application, the Applicant indicates acceptance of and compliance with all requirements described herein.

Texas Education Agency
General Provisions and Assurances
EXHIBIT D

Statutory & Program Assurances

The following assurances apply to this grant program. In order to meet the requirements of the grant, the grantee must comply with these assurances.

- The applicant provides assurance that program funds will supplement (increase the level of service), and not supplant (replace) state mandates, State Board of Education rules, and activities previously conducted with state or local funds. The applicant provides assurance that state or local funds may not be decreased or diverted for other purposes merely because of the availability of these funds. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy.
- The applicant provides assurance that the application does not contain any information that would be protected by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- The applicant provides assurance they accept and will comply with No Child Left Behind Act Provisions and Assurances requirements.
- The applicant provides assurance they accept and will comply with Every Student Succeeds Act Provisions and Assurances requirements.
- The applicant provides assurance that proof of nonprofit status will be submitted with the grant application, if applicable.
- The applicant provides assurance that the program will take place in a safe facility that is properly equipped and accessible to participants and family members.
- The applicant provides assurance that the proposed program was developed, and will be carried out in active collaboration with the schools that participating students attend, including through the sharing of relevant data among schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- The applicant provides assurance that the program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended by ESSA, Section 1114, and the families of such students.
- The applicant will adhere to the level of services in the approved application and in the agreed-upon center operation schedules and will provide those services to eligible students through this and all continuation and renewal grant periods, as applicable. Applicant acknowledges that proposed amendments that reduce the level of services to below the Year 1 awarded application will be approved only in extreme or unusual circumstances and that failure to adhere to service levels and student targets will result in reduced funding during the subsequent continuation grant period. Grant funds remaining unexpended at the end of the expenditure reporting period for the grant award will not be made available by TEA to supplement continuation grant awards.
- The applicant provides assurance that services for students and families will begin no earlier than August 1, 2020, and no later than September 8, 2020.
- The applicant assures that services will be provided at no cost to participants. Applicants are prohibited from collecting fees, including late pickup fees or any other fee.
- The applicant assures that activities will be supervised at all times by qualified staff at adult to student ratios that meet or exceed TEC Chapter 25, Subchapter D requirements or other state required ratios as applicable.
- The applicant will adhere to a TEA-approved schedule that meets or exceeds program service requirements at each center and that provides a consistent and dependable schedule of weekly activities for all students enrolled.
 - A minimum of 35 weeks per year across all terms, including summer. TEA will count only the weeks in which a center offered the minimum number of hours-per-week toward the 35-week total. Make-up hours will be credited. The week runs from Sunday through Saturday.
 - A minimum of four days per week for the fall and spring terms
 - A minimum of 12 hours per week (applicants should not propose to offer more than 20 hours of programming per week). Note: Transportation time that exceeds 30 minutes per-day shall not be counted towards minimum hours-per-week of programming.
 - A minimum of six weeks and four hours per day, four days per week during the summer term. Continuous weeks are not required. Applicants may offer four weeks of summer programming during the grant period that ends July 31, 2021, but if approved, the grantee must offer two weeks of summer programming in the subsequent continuation period between August 1, 2020, and the first student attendance day for the 2020 - 2021 school year.
 - Hours dedicated to program activities for adult family members will not count toward student programming.
- The applicant assures that center-level activities will be a minimum of 45 consecutive minutes in length and planned for each hour that a center is operating. Activities will be intentionally designed to address student needs and student

**Texas Education Agency
General Provisions and Assurances**

EXHIBIT D

voice, aligned with state standards and developed using a planning tool such as the Texas ACE Activity/Unit and Lesson Plan Worksheet. Activities will reflect each of the following four components during each term: academic assistance, academic enrichment, family and parental support, and college and workforce readiness. College and workforce readiness activities are required only for grades 9-12, and are allowed for other grades as appropriate.

- The applicant assures that academic, academic enrichment, accelerated learning, and tutoring activities will align with the regular school day program and state standards. Enrichment activities will enhance the academic-related activities of the regular day and/or be aligned with a documented student or campus need.
- The applicant assures that all activities will occur at an approved center or, on a limited and pre-approved basis, at an adjunct site or during an approved field trip. Activities at a non-approved location, such as a feeder school, are unallowable and will not be charged to the grant.
- The applicant will offer families of students served by the program opportunities for active and meaningful engagement in their children's education and opportunities for literacy and related educational development. Family activities will be designed to meet the identified needs of each center's families and students; the needs of working families will be specifically addressed. Activities will be ongoing and consistently available throughout each term. The number of family members served will be proportional to the targeted number of students.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant assures that all required staff positions will regularly participate in training and other opportunities offered by the Texas ACE program. In addition, the applicant will regularly provide program-specific in-person training to center-level staff and will document the content and attendance of training events.
- The applicant will cooperate with TEA and its contractors in conducting state-required activities, including but not limited to program implementation monitoring, statewide evaluation, compliance, technical assistance, and capacity building.
- The applicant assures that local grant programs will include the Texas ACE logo in all outreach and communication materials and the grantee will comply with Texas ACE branding guidelines.
- The applicant agrees to submit required data for state program evaluation, compliance monitoring, and federal reporting in the format and timeline provided by TEA. Grantee agrees to submit required logic models, sustainability plans, program evaluation reports, and any other required reports or products in accordance with the format provided by TEA.
- The applicant will adhere to the Texas 21st Century Student Tracking (Tx21st) system data reporting requirements. Grantee Profile, Funding, Contacts, Partner, Center Profiles, Center Contacts, Center Operations, Feeder Schools, Activities, and Schedule data will be entered in August and will be updated as changes in any of the data occur. Center Operations data will be updated at the beginning of each term. Data entered in the system must support the approved application and operating schedule.
 - Participant and enrollment data will be entered in August or September, depending on the center schedule.
 - Attendance data will be entered daily or weekly.
 - Exception reports and data corrections will be completed and reviewed by the project director
 - The applicant will coordinate with the school district to collect and enter school day attendance and grades data into Tx21st.
- The applicant agrees to conduct annual local program evaluation at the center and grant levels that assesses the following objective measures: school day attendance, core course grades, mandatory discipline referrals, on-time advancement to the next grade level, high school graduation rates, and high school student career competencies. The results of the local evaluation will be used to refine, improve, and strengthen the local program and will be made available to the public upon request, with public notice of such availability provided.
- Applicant will comply with any program requirements written elsewhere in this Request for Application.
- The applicant will adhere to the agreed-upon plan in the original approved grant application and subsequent amendments as appropriate including, but not limited to, the following stated statutory requirements:
 - how students participating in the program will travel safely to and from the center and home;
 - disseminating information about the learning center, including its location, to the community in a manner this understandable and accessible;
 - strategies that implemented to improve student academic achievement, campus academic achievement and overall student success;
 - combining or coordinating with federal, state and local programs to make the most effective use of public resources;
 - how program activities will meet the objective set measures designed to increase high-quality academic enrichment opportunities;
 - partnerships between local education agencies, community-based organizations, and other public or private entities in carrying out the proposed program;

**Texas Education Agency
General Provisions and Assurances**

EXHIBIT D

- how the program is designed to address documented needs of the community;
 - the level of experience or promise of success in providing educational and related activities that will complement and enhance academic performance, achievement, and positive youth development of the students;
 - using volunteers in activities carried out through the learning center; and
 - how the community learning center will continue after funding ends.
- By submitting the application for continuation funding, the applicant agrees to comply with all of the requirements stated in the Year 1 Request for Application and subsequent continuation applications. The applicant also agrees to adhere to the peer-reviewed descriptions and plans for carrying out the program requirements in the original approved application, continuation applications, and any TEA-approved amendments to the applications.
- The applicant provides assurance that it will not generate program income as a result of the federal grant, including collecting fees of any kind. The applicant further acknowledges that program income that is collected prior to approval of TEA and the United States Department of Education will result in a reduction of the grant award by the amount of program income and that any program income generated must be used only for allowable program costs during the award period in which the income was generated.
- The applicant will comply with all requirements in the original grant application not superseded by subsequent amendments, continuation grant requirements, or written program policies and guidance.
- The applicant provides assurance that it will annually conduct a needs assessment and an updated program implementation plan based on the results of the annual needs assessment.
- Applicant provides assurance to adhere to all Performance Measures, as noted in the 2020-2021 Texas Nita M. Lowey 21st Century Community Learning Centers, Cycle 9, Year 5, Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the program.

Grantees may carry out activities designed to advance student academic achievement and support student success, including:

- extra-duty pay for staff working beyond their normal contracted hours to provide activities/services that supplement the regular school day for the local ACE program
- nutritional snacks for students and parents during the program
- travel to required Texas ACE© state and regional training, meetings, conferences and workshops
- transportation for students from feeder schools to the program center and transportation for all program students from the center home
- well-rounded education activities, including credit recovery or attainment and dual credit programs for secondary students
- literacy education, including financial literacy and environmental literacy
- activities that support a healthy and active lifestyle, including nutritional education and regular, structured physical activity
- services for individuals with disabilities
- activities that emphasize language skills and academic achievement for students who are English learners
- cultural programs
- telecommunications and technology education programs
- expanded library service hours
- programs that assist students who have been truant, suspended, or expelled to improve their academic achievement
- drug and violence prevention and counseling
- activities that build skills in science, technology, engineering, and mathematics (STEM) including computer science and that foster innovation in learning by supporting nontraditional STEM education teaching methods
- programs that partner with in-demand fields of the state or local workforce or build career competencies and career readiness and ensure that career readiness skills are aligned with the Carl D. Perkins Career and Technical Education Act of 2006 and the Workforce Innovation and Opportunity Act
- providing parents and legal guardians of students participating in the grant program with active and meaningful engagement in their children's education, including opportunities for literacy and related educational development

Texas Education Agency
General Provisions and Assurances
EXHIBIT D

The following special provisions apply to all programs funded under Public Law 114-95, Elementary and Secondary Education Act of 1965 (ESEA), as amended by the Every Student Succeeds Act (ESSA) that replaced its predecessor, the No Child Left Behind (NCLB) Act of 2001. By certifying and submitting the eGrants application, the applicant is assuring it is in compliance with the following provisions:

- A. Each such program will be administered in accordance with all applicable statutes, regulations, program plans, and applications.
- B. The control of funds provided under each such program and title to property acquired with program funds will be in a public agency or in a nonprofit private agency, institution, organization, or Indian tribe, if the law authorizing the program provides for assistance to such entities.
- C. The public agency, nonprofit private agency, institution, organization, or Indian tribe will administer such funds and property to the extent required by the authorizing statutes.
- D. The applicant will adopt and use proper methods of administering each such program, including the enforcement of any obligations imposed by law on agencies, institutions, organizations, and other recipients responsible for carrying out each program and the correction of deficiencies in program operations that are identified through audits, monitoring, or evaluation.
- E. The applicant will cooperate in carrying out any evaluation of each such program conducted by or for the Texas Education Agency (TEA), the US Secretary of Education, or other federal officials.
- F. The applicant will use such fiscal control and fund accounting procedures as will ensure proper disbursement of, and accounting for, federal funds paid to such applicant under each such program.
- G. The applicant will submit such reports to TEA (which shall make the reports available to the governor) and the US Secretary of Education, as TEA and the US Secretary of Education may require to enable TEA and the US Secretary of Education to perform their duties under each such program.
- H. The applicant will maintain such records, provide such information, and afford access to the records as the Agency (after consultation with the governor) or the Secretary may find necessary to carry out the Agency's or the Secretary's duties.
- I. Before the application was submitted, the applicant afforded a reasonable opportunity for public comment on the application and has considered such comment.
- J. **Gun-Free Schools Act:** The local educational agency assures that it is in compliance with Section 37.007(e) of the Texas Education Code, which requires expulsion of a student who brings to school or possesses at school a firearm as defined by 18 United States Code (USC) Section 2891 (pursuant to the requirements in P.L. 114-95, Section 8561[b][1]). In addition, the local educational agency certifies that it has a policy requiring referral to the criminal justice or juvenile delinquency system of any student who brings a firearm or weapon to school (P.L. 114-95, Section 8561[h][1]).
- K. **Student Records Transfer:** The local educational agency shall ensure that a student's records and, if applicable, a student's individualized education program as defined in Section 602(11) of the Individuals with Disabilities Education Act, are transferred to a charter school upon the transfer of the student to the charter school, and to another public school upon the transfer of the student from a charter school to another public school, in accordance with applicable state law (P.L. 114-95, Section 4308).
- L. **Consolidation of Administrative Funds:** A local educational agency, with the approval of TEA, may consolidate and use for the administration of one or more programs under the Every Student Succeeds Act not more than the percentage, established in each program, of the total available for the local educational agency under those programs. A local educational agency that consolidates administrative funds shall not use any other funds under the programs included in the consolidation for administration for that fiscal year. Consolidated administrative funds shall be used for the administration of the programs covered and may be used for coordination of these programs with other federal and non-federal programs and for dissemination of information regarding model programs and practices.
- M. **Privacy of Assessment Results:** Any results from an individual assessment referred to in the Every Student Succeeds Act of a student that become part of the education records of the student shall have the protections provided in Section 444 of the General Education Provisions Act (P.L. 114-95, Section 8523 and the Family Educational Rights and Privacy Act [FERPA] of 1975, as amended).
- N. **School Prayer:** The local educational agency certifies that it is in compliance with Section 25.901 of the Texas Education Code. In addition, as a condition of receiving funds under the Every Student Succeeds Act, the local educational agency certifies that no policy of the local educational agency prevents, or otherwise denies participation in, constitutionally

Texas Education Agency
General Provisions and Assurances
EXHIBIT D

protected prayer in public elementary schools and secondary schools, as detailed in the guidance provided by the US Secretary of Education pertaining to such. The state educational agency shall report to the Secretary of Education each year a list of those local educational agencies that have not filed this assurance or against which complaints have been made to the state educational agency that the local educational agencies are not in compliance with this requirement (P.L. 114-95, Section 8524[b]).

- O. **Equal Access to Public School Facilities—Boy Scouts of America Equal Access Act:** No public elementary school, public secondary school, or local educational agency that has a designated open forum or a limited public forum and that receives funds made available from the US Department of Education shall deny equal access or a fair opportunity to meet, or shall discriminate against, any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society) that wishes to conduct a meeting within that designated open forum or limited public forum, including denying such access or opportunity or discriminating for reasons based on the membership or leadership criteria or oath of allegiance to God and country of the Boy Scouts of America or of the youth group listed in Title 36 of the United States Code (as a patriotic society). For the purposes of this section, an elementary school or secondary school has a limited public forum whenever the school involved grants an offering to, or opportunity for, one or more outside youth or community groups to meet on school premises or in school facilities before or after the hours during which attendance at the school is compulsory. Nothing in this section shall be construed to require any school, agency, or a school served by an agency to sponsor any group officially affiliated with the Boy Scouts of America, or any other youth group listed in Title 36 of the United States Code (as a patriotic society). Compliance with this provision will be enforced through rules and orders issued by the Office for Civil Rights. If the public school or agency does not comply with the rules or orders, no funds made available through the Department of Education shall be provided by a school that fails to comply with such rules or orders or to any agency or school served by an agency that fails to comply with such rules or orders (P.L. 114-95, Section 8525).
- P. **General Prohibitions:** None of the funds authorized under the Every Student Succeeds Act shall be used to develop or distribute materials, or operate programs or courses of instruction directed at youth, that are designed to promote or encourage sexual activity, whether homosexual or heterosexual; to distribute or to aid in the distribution by any organization of legally obscene materials to minors on school grounds; to provide sex education or HIV-prevention education in schools unless that instruction is age appropriate and includes the health benefits of abstinence; or to operate a program of contraceptive distribution in schools (P.L. 114-95, Section 8526).
- Q. **Armed Forces Recruiter Access to Students and Student Recruiting Information:** In accordance with guidance issued by the US Department of Education, each local educational agency receiving assistance under the Every Student Succeeds Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school student names, address, and telephone listings, upon prior written consent of a student or the parent of a student. A secondary school student or the parent of the student may request that the student's name, address, and telephone listing not be released without prior written parental consent, and the local educational agency or private nonprofit school shall notify parents of the option to make a request and shall comply with any request. Each local educational agency receiving assistance under the Every Student Succeeds Act shall provide military recruiters the same access to secondary school students as is provided generally to post-secondary educational institutions or to prospective employers of those students (P.L. 114-95, Section 8528).
- R. **Unsafe School Choice Option:** The local educational agency certifies that it shall establish and implement a policy requiring that a student attending a persistently dangerous public elementary school or secondary school, as determined by TEA, or who becomes a victim of a violent criminal offense, while in or on the grounds of a public elementary or secondary school that the student attends, be allowed to attend a safe public elementary or secondary school within the local educational agency, including a public charter school (P.L. 114-95, Section 8532).
- S. **Civil Rights:** Nothing in the Every Student Succeeds Act shall be construed to permit discrimination on the basis of race, color, religion, sex (except as otherwise permitted under Title IX of the Education Amendments of 1972), national origin, or disability in any program funded under the Every Student Succeeds Act (P.L. 114-95, Section 8534).
- T. Assurances related to the **education of homeless children and youth:**
1. The LEA assures that each child of a homeless individual and each homeless youth shall have equal access to the same free, appropriate public education, including a public preschool education, as provided to other children and youth.
 2. The LEA assures that homeless children and youth are afforded the same free, appropriate public education as provided to other children and youth.

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

3. The LEA assures that it will review and undertake steps to revise any laws, regulations, practices, or policies that may act as a barrier to the enrollment, attendance, or success in school of homeless children and youth.
4. The LEA assures that it will not separate students from the mainstream school environment on the basis of homelessness alone.
5. The LEA assures that homeless children and youth have access to the education and other services that they need in order to meet the same challenging state student academic achievement standards to which all students are held.

U. **Definitions:** The following terms shall be defined as follows for programs authorized and carried out under the Every Student Succeeds Act:

1. **Charter School:** **An open-enrollment charter school receiving federal funds of any type must meet the federal definition of a charter school** as provided in P.L. 114-95, Section 4310(2). The term *charter school* means a school that:
 - a. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is **operated under public supervision and control**
 - b. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public chartering agency (i.e., the State Board of Education [SBOE])
 - c. Provides a program of elementary or secondary education, or both
 - d. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious instruction
 - e. **Does not charge tuition**
 - f. **Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act**
 - g. Is a school to which parents choose to send their children, and that
 - i. admits students on the basis of a lottery, if more students apply for admission than can be accommodated
 - ii. **in the case of a school that has an affiliated charter school (such as a school that is part of the same network of schools), automatically enrolls students who are enrolled in the immediate prior grade level of the affiliated charter school and, for any additional student openings or student openings created through regular attrition in student enrollment in the affiliated charter school and the enrolling school, admits students on the basis of a lottery as described in clause (i)**
 - h. **Agrees to comply with the same federal and state audit requirements** as other elementary schools and secondary schools in the state, unless such requirements are specifically waived for the purpose of this program
 - i. **Meets all applicable federal, state, and local health and safety requirements**
 - j. Operates in accordance with state law
 - k. Has a written performance contract with the authorized public chartering agency in the state (i.e., SBOE) that includes a description of how student performance will be measured pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the SBOE
2. **Community-Based Organization:** A public or private nonprofit organization of demonstrated effectiveness that is representative of a community or significant segment of a community and that provides educational or related services to individuals in the community
3. **Highly Qualified:** This only applies to paraprofessionals.
4. **Parental Involvement:** The participation of parents in regular, two-way and meaningful communication involving student academic learning and other school activities, including ensuring:
 - a. That parents play an integral role in assisting their child's learning
 - b. That parents are encouraged to be actively involved in their child's education at school

Texas Education Agency
General Provisions and Assurances
EXHIBIT D

- c. That parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child
- d. The carrying out of other activities, such as those described in Section 1116 of P.L. 114-95.

5. *Professional Development:* Includes activities that: (P.L. 114-95, Section 8101(42))

- A. Are an integral part of school and local educational agency strategies for providing educators (including teachers, principals, other school leaders, specialized instructional support personnel, paraprofessionals, and, as applicable, early childhood educators) with the knowledge and skills necessary to enable students to succeed in a well-rounded education and to meet the challenging State academic standards: and
- B. Are sustained (not stand-alone, 1-day, or short-term workshops), intensive, collaborative, job-embedded, data-driven, and classroom-focused, and may include activities that –
 - i. Improve and increase teachers' –
 - I. knowledge of the academic subjects the teachers teach;
 - II. understanding of how students learn; and
 - III. ability to analyze student work and achievement from multiple sources, including how to adjust instructional strategies, assessments, and materials based on such analysis;
 - ii. Are an integral part of broad schoolwide and districtwide educational improvement plans;
 - iii. Allow personalized plans for each educator to address the educator's specific needs identified in observation or other feedback;
 - iv. Improve classroom management skills;
 - v. Support the recruiting, hiring, and training of effective teachers, including teachers who became certified through state and local alternative routes to certification;
 - vi. Advance teacher understanding of effective instructional strategies that are:
 - I. Effective instructional strategies that are evidence-based; and
 - II. Strategies for improving student academic achievement or substantially increasing the knowledge and teaching skills of teachers;
 - vii. Are aligned with and directly related to academic goals of the school or local educational agency;
 - viii. Are developed with extensive participation of teachers, principals, other school leaders, parents, representatives of Indian tribes (as applicable) and administrators of schools to be served under this Act;
 - ix. Are designed to give teachers of English learners, and other teachers and instructional staff, the knowledge and skills to provide instruction and appropriate language and academic support services to those children, including the appropriate use of curricula and assessments;
 - x. To the extent appropriate, provide training for teachers, principals and other school leaders in the use of technology so that technology and technology applications are effectively used in the classroom to improve teaching and learning in the curricula and academic subjects in which the teachers teach;
 - xi. As a whole, are regularly evaluated for their impact on increased teacher effectiveness and improved student academic achievement with the findings of the evaluations used to improve the quality of professional development;
 - xii. Are designed to give teachers of children with disabilities or children with developmental delays, and other teachers and instructional staff, the knowledge and skills to provide instruction and academic support services, to those children, including positive behavioral interventions and supports, multi-tier system of supports, and use of accommodations;
 - xiii. Include instruction in the use of data and assessments to inform and instruct classroom practice;
 - xiv. Include instruction in ways that teachers, principals, pupil services personnel, and school administrators may work more effectively with parents and families;
 - xv. Involve the forming of partnerships with institutions of higher education to establish school-based teacher training programs that provide prospective teachers and beginning teachers with an opportunity to work under the guidance of experienced teachers and college faculty;
 - xvi. Create programs to enable paraprofessionals (assisting teachers employed by an LEA

**Texas Education Agency
General Provisions and Assurances
EXHIBIT D**

receiving assistance under Title I, Part A) to obtain the education necessary for those paraprofessionals to become certified and licensed teachers;

xvii. Provide follow-up training to teachers who have participated in activities described previously in this definition that are designed to ensure that the knowledge and skill learned by the teachers are implemented in the classroom; and

xviii. Where practicable, provide jointly for school staff and other early childhood education program providers, to address the transition to elementary school, including issues related to school readiness.

6. *Technology:* Modern information, computer and communication technology products, services, or tools, including, the Internet and other communications networks, computer devices and other computer and communications hardware, software applications, data systems, and other electronic content (including multimedia content) and data storage.

7. *Well-Rounded Education:* Courses, activities and programming in subjects such as English, reading or language arts, writing, science, technology, engineering, mathematics, foreign languages, civics and government, economics, arts, history, geography, computer science, music, career and technical education, health, physical education, and any other subject, as determined by the State or local educational agency, with the purpose of providing all students access to an enriched curriculum and educational experience.

V. **TEA State ESSA Plan:** The LEA agrees to adopt any performance goals or indicators, or programmatic indicators submitted in the Texas Consolidated State Application for Funds Under the Every Student Succeeds Act.

W. **Transfer of School Disciplinary Records:** The LEA assures it has a procedure in place to transfer disciplinary records, with respect to a suspension or expulsion, to any private or public elementary school or secondary school for any student who is enrolled or seeks, intends, or is instructed to enroll, on a full- or part-time basis, in the school. This requirement shall not apply to any disciplinary records with respect to a suspension or expulsion that are transferred from a private, parochial or other nonpublic school, person, institution, or other entity, that provides education below the college level (P.L. 114-95, Section 8537).

Revised 05/2017

By certifying and submitting the eGrants application, the applicant agrees, as a matter of legal contract, to:
1) accept and comply with all requirements described on this schedule; 2) accept and comply with all provisions and requirements of past and current Texas AYP Guides; and 3) accept and comply with all applicable AYP Guides, whether promulgated by rule or by policy and procedure of TEA.

Spring Independent School District

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



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	Popular Annual Financial Report for the Fiscal Year Ending June 30, 2020
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	<p>The Popular Annual Financial Report (PAFR) is a brief summary of the District's Comprehensive Annual Financial Report (CAFR). This report is intended to increase public awareness throughout the community about Spring ISD's financial condition by presenting the financial information in a way that is more understandable to parents, students, community members, taxpayers, and other interested parties.</p> <p>The financial information within this report is taken in large part from the District's independently audited set of financial statements. Unlike the CAFR, the PAFR is not prepared in accordance with generally accepted accounting principles (GAAP).</p>
EVERY CHILD 2020 IMPERATIVE	Engaged Stakeholders in Every Community
EVERY CHILD 2020 COMMITMENT	Culture of High Community Engagement
EVERY CHILD 2020 STRATEGY	Trusted Source of Information
RESOURCE PERSONNEL	Ann Westbrook, Chief Financial Officer Susy Morales, Director of Finance
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA No

IS ITEM A CONSENT AGENDA ITEM N/A

DO YOU HAVE SUPPORTING DOCUMENTS Yes

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE ⁷⁵ December 2020



SCHOOL BOARD AGENDA ITEM SUMMARY

SUBJECT	2020-21 Budget Outlook Discussion
RECOMMENDED ACTION	None
EXPLANATION OF ITEM	The administration will provide the Board with a financial forecast based upon current enrollment and COVID-related funding formulas provided by TEA.
EVERY CHILD 2020 IMPERATIVE	Excellence in Every School
EVERY CHILD 2020 COMMITMENT	Operational Excellence Across Every School and Every Department
EVERY CHILD 2020 STRATEGY	Improved Decision Making Through Trustworthy Data
RESOURCE PERSONNEL	Ann Westbrooks, Chief Financial Officer Alisha Kennedy, Budget Manager
BUDGET PROVISIONS	N/A

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



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 Westbrook, Chief Financial Officer Dorset Neeley, Tax Assessor-Collector
BUDGET PROVISIONS	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA Yes

IS ITEM A CONSENT AGENDA ITEM Yes

DO YOU HAVE SUPPORTING DOCUMENTS Yes

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE Yes

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE December 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
224-563-9	DSC Logistics Inc.	2019	\$2,618.01	Adjustment Refund
227-001-3	Stryker Corporation	2019	\$966.52	Overpayment
222-631-3	Cali Food Store	2019	\$918.97	Overpayment
042-185-000-0600	Henry Rodriguez	2019	\$1,720.60	Overpayment
110-477-000-0014	Clifton Daulton	2019	\$804.05	Overpayment
119-158-001-0027	Zoila Andino	2019	\$562.38	Overpayment
105-969-000-0048	Dwight & Melanie Cole	2019	\$599.06	Overpayment
041-115-000-0085	Vanderbilt LLC	2019	\$27,625.93	HCAD Litigation
126-274-001-0001	Airtex Plaza LP	2018	\$9,548.48	HCAD Litigation
045-010-000-0314	Gentry Center LLC	2019	\$1,341.73	HCAD Litigation
044-032-001-0035	Riva Development Co. Inc.	2019	\$1,542.97	HCAD Litigation
082-257-000-0001	Roade Properties Ltd.	2018	\$1,800.39	HCAD Litigation
042-087-000-0210	Popolo Village LLC	2018	\$2,385.80	HCAD Litigation
127-067-001-0003	ORR Robert C Jr & Trustee	2018	\$1,348.28	HCAD Litigation
127-422-001-0006	Cypresswood Partners LLC	2019	\$5,370.42	HCAD Litigation
139-678-001-0001	KTR HOU North I LLC	2019	\$5,977.66	HCAD Litigation
139-678-002-0001	KTR HOU North I LLC	2019	\$2,646.15	HCAD Litigation
042-088-000-0106	KBP Business Holdings LLC	2019	\$6,620.90	HCAD Litigation
127-792-001-0001	Northchase LLC	2019	\$36,056.61	HCAD Litigation
114-769-000-0006	Westdale Houston North Bend TX LP	2019	\$22,393.80	HCAD Litigation
118-901-001-0001	Boniuk Interests Ltd.	2019	\$3,525.74	HCAD Litigation
120-926-002-0002	Kohl's Inc.	2019	\$12,519.44	HCAD Litigation
229-390-4	Perfect Fit Meals LLC	2019	\$4,573.36	HCAD Litigation
140-248-001-0001	Springwoods Realty Inc.	2019	\$16,185.11	HCAD Litigation

REFUNDS GRAND TOTAL

\$169,652.36

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	N/A

IS ITEM ON BOT WORK SESSION AGENDA Yes

IS ITEM ON BOT REGULAR MEETING AGENDA No

IS ITEM A CONSENT AGENDA ITEM N/A

DO YOU HAVE SUPPORTING DOCUMENTS Yes

IS THERE A PRESENTATION No

WHEN WILL THE PRESENTATION BE MADE N/A

DOES ITEM REQUIRE BOARD SIGNATURE No

DOES ITEM REQUIRE PUBLIC HEARING No

MEETING DATE December 2020

Spring Independent School District

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



Cooperative Purchases \$50,000 and Over

Procurement Services

Period: October 15 – November 6, 2020

PO Date	PO No.	Vendor Name	Requestor	Description	PO Amount	Cooperative
10/22/2020	P2102470	High Point Sanitary Solutions	Distribution Center	Hand Sanitizer, Toilet Paper, Pine Cleaner Disinfectant & Scrub/Strip Hand Pad	\$ 50,397	Choice Partners
10/23/2020	P2102526	SHI	Planning & Construction	TI 84 Plus Graphics Calculator for Westfield H.S. – 9 th Grade Center**	\$ 63,738	BuyBoard
10/27/2020	P2102603	Dell Computer Corporation	Workforce Development	Dell Latitude 5410	\$ 58,200	DIR
10/29/2020	P2102679	Butler Business Products	Distribution Center	Clorox Wipes, Nitrile Gloves (M, L, & XL)	\$ 86,119	Choice Partners
11/2/2020	P2102752	Engage2Learn	ADSY Program Management	Additional Days School Year Planning & Execution – Phase 1	\$ 89,680	Allied State Cooperative

* Blanket Purchase Order for anticipated annual spend.

**Bond Related Expenditures