



North East Independent School District

8961 Tesoro Drive, San Antonio, Texas 78217

NOTICE OF MEETING OF THE BOARD OF TRUSTEES

Notice is hereby given that a meeting of the Board of Trustees of the North East Independent School District will be held on February 8, 2021 at 5:30 PM, in the Boardroom on the first floor of the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas. Such meeting is a special meeting.

This meeting will be held in-person. In an effort to preserve public safety and in accordance with federal and local guidance, attendees at the meeting who are not from the same household will be required to maintain 6 feet of social distance between them and are required to wear face coverings when in the building. Should it be needed, the District will provide additional access to the meeting in another room in the building so that social distancing and safety measures can be maintained. We ask for everyone's understanding and cooperation in this regard.

The open session portion of the meeting is livestreamed, and members of the public may view the meeting by going to the North East Independent School District's YouTube channel. Click the link below, or type it into your browser.

<https://www.youtube.com/c/NEISDtv>

I. ESTABLISHMENT OF QUORUM AND CALL TO ORDER

II. EXECUTIVE SESSION

- A. Personnel, including but not limited to Administrative Appointments pursuant to Government Code Section 551.074
 - 1. Discussion Regarding Proposed Recommendation for Termination of Chapter 21 Term Contract Employee(s)
 - 2. Personnel Organizational Update
- B. Consultation with Board's Attorney pursuant to Government Code Section 551.071
 - 1. Pending and/or Possible Litigation

III. RECONVENE INTO OPEN SESSION

IV. WELCOME FROM THE BOARD PRESIDENT

V. INVOCATION AND PLEDGE OF ALLEGIANCE

VI. MATTERS FROM THE FLOOR

VII. MATTERS FROM EXECUTIVE SESSION

- A. Personnel Including but not Limited to Administrative Appointments pursuant to Government Code Section 551.074

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1. Media Productions Shannon Grona, President, Board of Trustees	
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- A. Financial Statement Review of Expenditures
- B. Awarded Bid Report
- C. 2nd Quarter Investment Report

XII. DISCUSSION AND POSSIBLE ACTION REGARDING BOARD MEMBERS' REQUEST(S) FOR ITEM(S) TO BE PLACED ON A FUTURE AGENDA AND/OR REQUEST(S) FOR REPORT(S) FROM THE ADMINISTRATION

XIII. ADJOURNMENT

If, during the course of the meeting, discussion of any item on the agenda should be held in an Executive or Closed Session, the Board will convene in such Executive or Closed Session in accordance with the Open Meetings Act, Texas Government Code, Section 551.071, 551.072, and 551.074.

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this 5th day of February, no later than 5:30 PM, this notice was posted on a bulletin board located at a place readily accessible and convenient to the public at the Richard A. Middleton Education Center, 8961 Tesoro Drive, San Antonio, Texas.

The North East Independent School District does not discriminate on the basis of race, color, religion, gender, national origin, age, or disability



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Rudy Jimenez
Chyla Whitton
Acting Executive Director for
Human Resources

Subject: Proposed Recommendation
For Termination of Chapter 21
Term Contract Employee(s)

Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

TEC § 21.211(a) states “The board of trustees may terminate a term contract and discharge a teacher at any time for: (1) good cause as determined by the board.”

ADMINISTRATIVE CONSIDERATION

Formal approval of the proposed recommendation for termination of Chapter 21 Term contract employee(s) by the Board of Trustees is required.

BUDGETARY CONSIDERATION

Money is budgeted each year in the appropriate accounts for potential Chapter 21 hearings before Hearing Examiners.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve the proposed termination of the identified employee(s) Chapter 21 Term contract(s) discussed in executive session, and notify the employee(s) of the proposed action to include the grounds for the action.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary
Garrett Sullivan
Executive Director, CM&E

Subject: Citizens' Bond Advisory Committee (CBAC)
Annual Report to the Board of Trustees for
the 2015 Bond Program

Related Page(s): None

PRESENTATION

BACKGROUND INFORMATION

The Board of Trustees appointed a 25-member CBAC to provide oversight for the District's bond-funded construction programs, beginning with the 2003 Bond Program and continuing with the approval of the 2007, 2011, and 2015 Bond Programs. The mission of the CBAC is to monitor the District's bond-funded construction program, ensuring through their oversight that the scope, cost, and construction timeframe for each of the bond-approved construction projects are achieved.

ADMINISTRATIVE CONSIDERATION

The CBAC currently provides oversight for the 2015 Bond Program and delivers an annual report to the Board of Trustees on the status of the District's bond-funded construction program. This report will summarize progress of the 2015 Bond Program through its 5th year of execution.

BUDGETARY CONSIDERATION

The CBAC is a group of citizens appointed by the Board-of-Trustees who volunteer their time and talent to support the District in the execution of its bond-funded construction programs. No Bond funds are utilized to support the CBAC.

RECOMMENDATION

None

BOARD ACTION REQUIRED

None



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Sean Maika

Subject: Board Policy Update 116,
First Reading

Related Page(s): Attachments

ACTION ITEM

BACKGROUND INFORMATION

Update 116 includes recommended (LOCAL) policy revisions concerning the dismissal appeal process for employees, cybersecurity training, student medical treatment, and community conduct on school premises. While not covered in this publication, many of the (LEGAL) policies included in this update were affected by recent changes to the Administrative Code rules or legislation from the 86th Legislative Session that will be effective as of January 1, 2021.

Please note that (LEGAL) policies reflect the ever-changing legal context for governance and management of the District. They should not be adopted but, rather, should inform local decision making. The (LOCAL) policy recommendation in this update requires close attention by both the administration and the Board to ensure that they reflect the practices of the District and the intentions of the Board. Board action is needed to adopt, revise, or repeal (LOCAL) policy.

ADMINISTRATIVE RECOMMENDATION

While the majority of the policies in this update are (LEGAL) policies, the update recommends the Board add, revise, or delete five (5) (LOCAL) policies. The following (LOCAL) policies are presented to the Board for consideration:

CQB	(LOCAL)	Technology Resources, Cybersecurity	FFAC	(LOCAL)	Wellness and Health Services, Medical Treatment
DCD	(LOCAL)	Employment Practices, At-Will Employment	GKA	(LOCAL)	Community Relations, Conduct on School Premises
DCE	(LOCAL)	Employment Practices, Other Types of Contracts			

RECOMMENDATION

It is recommended that the Board approve the first reading of the above listed policies included in Update 116 as presented.

BOARD ACTION REQUIRED

Approval/Disapproval



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

- Plan** The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
- Coordinator** The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
- Training** The Board delegates to the Superintendent the authority to:
1. Determine ~~Each District employee and Board member shall annually complete~~ the cybersecurity training program ~~to be annually completed~~ ~~designated~~ by each employee and Board member; and
 2. Verify ~~the District. The District shall verify~~ and report compliance with staff training requirements ~~in accordance with guidance from~~ ~~te~~ the Department of Information Resources.
- ~~The~~ ~~Additionally, the~~ District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.
- Security Breach Notifications** Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:
1. Written notice.
 2. Email, if the District has email addresses for the affected persons.
 3. Conspicuous posting on the District's websites.
 4. Publication through broadcast media.
- The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.

Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of
Employment
Actions to Board

A dismissed employee may ~~appeal request to be heard by the dismissal~~ ~~Board~~ in accordance with DGBA(LOCAL).

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal ~~to the Board~~ in accordance with DGBA(LOCAL).

Student Illness ~~Procedures shall be established by the administration to ensure that proper attention is given to any student who becomes ill during the course of a school day.~~

Accidents Involving Students ~~Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.~~

Student Health Information Treatment Forms ~~Each year, students and parents shall complete and sign a form that provides health information and authorizes school officials to obtain emergency medical treatment, as provided by law. A new student health information form must be submitted annually.~~

Standards for All Medications ~~All medications shall be FDA-approved pharmaceuticals (prescription and nonprescription) administered within their therapeutic range and within standards of acceptable medical regimen. Research pharmaceuticals may be administered if they are a part of a University Institutional Review Board-approved protocol and have been approved by the medical advisory committee. Intravenous (IV) medications and treatments shall not be administered by school personnel.~~

Administering Medication No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as [authorized by this or other District policy provided below](#).

Exceptions ~~Certified employees authorized by the Superintendent or designee may administer to students:~~

*Medication
Provided by
Parent*

[The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:](#)

1. Prescription medication in accordance with legal requirements. ~~{See FFAC(LEGAL)}~~
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container. ~~{See Standards for All Medications, above}~~
3. [Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.](#)

<p><i>Medication Provided by District</i> Emergency Basis</p>	<p>3-4. The District shall purchase certain nonprescription medications to administer to students -provided medication described more fully below and only on an emergency basis and in accordance consistent with:</p> <ul style="list-style-type: none">a. Protocols established by the District's medical adviser who must be licensed to practice medicine in the state of Texas; and/or1. Parental consent given on the emergency treatment student health information form.<ul style="list-style-type: none">b.a. The Superintendent shall designate or, where a parent has not returned a form, in life-threatening situations where time is of the employees who are authorized to administer nonprescription medication under these protocols and permissions essence and parents cannot be contacted within a reasonable time.
<p>Epinephrine</p>	<p>The District authorizes school personnel The determination of whether to administer these medications to a student in an emergency situation shall be made by the school nurse, who shall assess the student's needs and, except as provided below, administer the medication needed to alleviate the emergency.</p>
<p><i>Prescription Medications</i></p>	<p>The District shall administer prescription medications solely on an emergency basis.</p>
<p>Albuterol</p>	<p>The District authorizes District nurses who have been adequately trained to administer a breathing treatment containing albuterol to a student in respiratory distress.</p>
<p>Unassigned Epinephrine</p>	<p>The District authorizes District nurses who have been adequately trained to administer an epinephrine auto-injector to a student experiencing symptoms of anaphylactic allergic reaction.</p> <p>The District authorizes District employees who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.</p>
<p>On Campus</p>	<p>Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person whom the individual reasonably believes is experiencing anaphylaxis on a school campus.</p>

The District shall ensure that at each campus a sufficient number of ~~authorized individuals~~~~certified District employees~~ are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, ~~the campus shall be considered open and~~ for this purpose ~~during only this includes~~ regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities ~~where students are participating~~.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations ~~designating~~~~designated~~ a coordinator to manage policy implementation and addressing annual training of ~~authorized individuals~~~~District employees~~ in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine auto-injectors at each campus.

Notice to Parents

In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.

Asthma Medication

A school nurse shall be permitted to administer unassigned prescription asthma medication to a student with diagnosed asthma if, in his or her professional judgment, the nurse reasonably believes the student is experiencing a symptom of asthma that warrants the use of the District's unassigned prescription asthma medication and the District has received prior written parental consent.

On Campus

A school nurse may administer unassigned prescription asthma medication to a student experiencing asthma symptoms only on a school campus.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations to manage policy implementation in accordance with law; procedures for administering medication; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned prescription asthma medication at each campus.

Notice to Parents

In accordance with law, the District shall provide notice to parents regarding the unassigned prescription asthma medication program, including notice of any change to or discontinuation of this program.

Nonprescription Medications

~~The District shall administer the following nonprescription medications solely on an emergency basis:~~

- ~~• The District authorizes District nurses to administer ibuprofen or acetaminophen according to protocols established by the District's medical adviser.~~

Psychotropics

Except as permitted by ~~law Education Code Section 38.016~~, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

- ~~3-4.~~ 4. The District shall seek appropriate emergency care for a student as required or deemed necessary.

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Update 116 Local Policy Overview

December 11, 2020

Introduction

Update 116 includes recommended (LOCAL) policy revisions concerning the dismissal appeal process for employees, cybersecurity training, student medical treatment, and community conduct on school premises.

While not covered in this publication, many of the (LEGAL) policies included in this update were affected by recent changes to Administrative Code rules or legislation from the 86th Legislative Session that will be effective as of January 1, 2021.

TASB Numbered Update Reminders

You should also review your own district's customized Update 116 materials for your specific policy recommendations. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.

CQB: Technology Resources, Cybersecurity

Current state law requires the board to select a cybersecurity training program and to verify and report cybersecurity training completed by employees. To ease compliance with this law, the recommend revision delegates these responsibilities to the superintendent.

DCD: Employment Practices, At-Will Employment

DCE: Employment Practices, Other Types of Contracts

Most districts have adopted an employee complaint policy that can be found at DGBA(LOCAL). It establishes a process that an employee would follow before a complaint is heard by the board.

Both DCD(LOCAL) and DCE(LOCAL) reference DGBA under the sections that address appeals. The recommended revisions are intended to clarify that an at-will employee who is dismissed or a non-Chapter 21 contract employee whose contract is not reissued would follow the grievance process as outlined in policy DGBA, including proceeding through the relevant hearing levels before a complaint goes to the board.

FFAC: Wellness and Health Services, Medical Treatment

Substantial revisions at policy FFAC(LOCAL) are recommended:

- To align the policy with current Texas Department of State Health Services (DSHS) guidance;
- To include only those board-level decisions that should be reflected in policy; and
- To remove provisions that are more appropriate in the district's administrative regulations.

Recommended for removal from this policy and inclusion in the district's regulations are administrative details concerning:

- How the district responds when a student becomes ill;
- What steps to take when a student is involved in an accident; and
- Requirements for administering medication provided by parents.

Some districts have policies that would permit the district to purchase nonprescription medication for use in the district athletic program. Special provisions are included in those districts' policies to address this practice.

In accordance with DSHS guidance, however, in most districts' policies the text now reflects that the district shall not otherwise purchase nonprescription medication to administer to students.

Districts also have the option to purchase unassigned, prescription epinephrine auto-injectors and unassigned, prescription asthma medications. If your district purchases epinephrine auto-injectors or asthma medication, state law requires board-adopted policy. Please contact your policy consultant if your district currently purchases these specific prescription medications or if your district purchases nonprescription medications not currently reflected in policy.

The provisions covering medical treatment have also been updated to clarify who may complete the medical treatment authorization form and to reflect that the district will seek appropriate emergency care for a student as required or deemed necessary.

GKA: Community Relations, Conduct on School Premises

The recommended revision in this policy specifies that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 "calendar" days unless the complaint is resolved before coming to the board.

Thank You!

That covers the local policies in Update 116 for most districts. We hope you find this overview helpful. Should you have any questions or want further

clarification, please feel free to contact your assigned policy consultant at the [TASB Policy Service website](#).¹

¹ TASB Policy Service: <https://policy.tasb.org>

Plan	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
Coordinator	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
Training	<p><u>The Board delegates to the Superintendent the authority to:</u></p> <ol style="list-style-type: none">1. <u>Determine</u>Each District employee and Board member shall annually complete the cybersecurity training program <u>to be annually completed</u>designated by <u>each employee and Board member; and</u>2. <u>Verify</u>the District. The District shall verify and report compliance with staff training requirements <u>in accordance with guidance from</u>te the Department of Information Resources. <p><u>The</u>Additionally, the District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.</p>
Security Breach Notifications	<p>Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information to TEA and parents in accordance with law.</p>

EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

DCD
(LOCAL)

Personnel not hired under a contract shall be employed on an at-will basis.

[For information regarding contractual employment, see DCA, DCB, DCC, and DCE, as appropriate]

Dismissal

At-will employees may be dismissed at any time for any reason not prohibited by law or for no reason, as determined by the needs of the District. At-will employees who are dismissed shall receive pay through the end of the last day worked.

Appeal of
Employment
Actions to Board

A dismissed employee may appeal ~~request to be heard by the dis-~~
~~missal~~ Board in accordance with DGBA(LOCAL).

EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

DCE
(LOCAL)

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal ~~to the Board~~ in accordance with DGBA(LOCAL).

Student Illness	Procedures shall be established by the administration to ensure that proper attention is given to any student who becomes ill during the course of a school day.
Accidents Involving Students	Emergency procedures shall be established by the administration to ensure proper attention for any student injured at school. Records shall be maintained on all accidents that require the attention of a medical doctor.
Student Health Information Treatment Forms	Each year, students and parents shall complete and sign a form that provides health information and authorizes school officials to obtain emergency medical treatment, as provided by law. A new student health information form must be submitted annually.
Standards for All Medications	All medications shall be FDA-approved pharmaceuticals (prescription and nonprescription) administered within their therapeutic range and within standards of acceptable medical regimen. Research pharmaceuticals may be administered if they are a part of a University Institutional Review Board-approved protocol and have been approved by the medical advisory committee. Intravenous (IV) medications and treatments shall not be administered by school personnel.
Administering Medication	No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy provided below.
Exceptions	Certified employees authorized by the Superintendent or designee may administer to students:
<i>Medication Provided by Parent</i>	The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations: <ol style="list-style-type: none">1. Prescription medication in accordance with legal requirements. {See FFAC(LEGAL)}2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container. {See Standards for All Medications, above}3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

<p><i>Medication Provided by District</i> <u>Emergency Basis</u></p>	<p>3.4. The District shall purchase certain nonprescription medications to administer to students <u>provided medication described more fully below and</u> only on an emergency basis and <u>in accordance</u> consistent with:</p>
<p><u>Epinephrine</u></p>	<p>a. Protocols established by the District's medical adviser who must be licensed to practice medicine in the state of Texas; <u>and</u> or</p> <p>1. Parental consent given on the <u>emergency treatment student health information</u> form.</p> <p>b.a. The Superintendent shall designate or, where a parent has not returned a form, in life-threatening situations where time is of the essence and parents cannot be contacted within a reasonable time.</p> <p><u>The District authorizes school personnel</u> The determination of whether to administer these medications to a student in an emergency situation shall be made by the school nurse, who shall assess the student's needs and, except as provided below, administer the medication needed to alleviate the emergency.</p>
<p><i>Prescription Medications</i> Albuterol</p>	<p>The District shall administer prescription medications solely on an emergency basis.</p> <p>The District authorizes District nurses who have been adequately trained to administer a breathing treatment containing albuterol to a student in respiratory distress.</p>
<p>Unassigned Epinephrine</p>	<p>The District authorizes District nurses who have been adequately trained to administer an epinephrine auto-injector to a student experiencing symptoms of anaphylactic allergic reaction.</p> <p>The District authorizes District employees who have agreed in writing and been adequately trained to administer an unassigned epinephrine auto-injector in accordance with law and this policy. Administration of epinephrine shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing anaphylaxis.</p>
<p><u>On Campus</u></p>	<p>Authorized and trained individuals may administer an unassigned epinephrine auto-injector at any time to a person whom the individual reasonably believes is experiencing anaphylaxis on a school campus.</p>

<i>Maintenance, Availability, and Training</i>	<p>The District shall ensure that at each campus a sufficient number of <u>authorized individuals</u>certified District employees are trained to administer epinephrine so that at least one trained individual is present on campus during all hours the campus is open. In accordance with state rules, <u>the campus shall be considered open</u>and for this purpose <u>during only this includes</u> regular on-campus school hours and whenever school personnel are physically on site for school-sponsored activities where students are participating.</p>
<i>Notice to Parents</i>	<p>The Superintendent shall develop administrative regulations <u>designating</u>designated a coordinator to manage policy implementation and addressing annual training of <u>authorized individuals</u>District employees in accordance with law; procedures for auto-injector use; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned epinephrine auto-injectors at each campus.</p>
<u>Asthma Medication</u>	<p>In accordance with law, the District shall provide notice to parents regarding the epinephrine program, including notice of any change to or discontinuation of this program.</p>
<u>On Campus</u>	<p><u>A school nurse shall be permitted to administer unassigned prescription asthma medication to a student with diagnosed asthma if, in his or her professional judgment, the nurse reasonably believes the student is experiencing a symptom of asthma that warrants the use of the District's unassigned prescription asthma medication and the District has received prior written parental consent.</u></p>
<u>Maintenance, Availability, and Training</u>	<p><u>A school nurse may administer unassigned prescription asthma medication to a student experiencing asthma symptoms only on a school campus.</u></p>
<u>Notice to Parents</u>	<p><u>The Superintendent shall develop administrative regulations to manage policy implementation in accordance with law; procedures for administering medication; and acquisition or purchase, maintenance, expiration, disposal, and availability of unassigned prescription asthma medication at each campus.</u></p>
<i>Nonprescription Medications</i>	<p><u>In accordance with law, the District shall provide notice to parents regarding the unassigned prescription asthma medication program, including notice of any change to or discontinuation of this program.</u></p> <p>The District shall administer the following nonprescription medications solely on an emergency basis:</p> <ul style="list-style-type: none">• The District authorizes District nurses to administer ibuprofen or acetaminophen according to protocols established by the District's medical adviser.

Psychotropics

Except as permitted by ~~law~~Education Code Section 38.016, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

- ~~3-4.~~ The District shall seek appropriate emergency care for a student as required or deemed necessary.

Access to District Property

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

Ejection or Exclusion under Education Code 37.105

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

Off-Campus Activities

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

Prohibitions

Tobacco and E-Cigarettes

The District prohibits smoking and the use of tobacco products and e-cigarettes on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

Exceptions

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Rudy Jimenez
Christi Wilbur,
Executive Director,
Student Support Services

Subject: Board Policies FDA and
FDB (LOCAL)-Interdistrict
and Intradistrict Transfers,
Second Reading

Related Page(s): FDA and FDB
(LOCAL) with
Proposed Revisions

ACTION ITEM

BACKGROUND INFORMATION

TEC Ch. 25.001 governs admissions requirements to campuses and authorizes the Board of Trustees to approve transfers between campuses in specific scenarios. These prospective updates to Board Policies FDA and FDB (LOCAL) pertain to the following:

1. Realigning both policies for consistency in the language.
2. Adding the language approved in FDA (LOCAL) regarding the Extenuating Circumstance by the Superintendent to FDB (LOCAL).
3. Revising the language for both Continued Enrollments and Employee-Child Transfers to be consistent in both policies. Adding Employee-Child Transfers language to FDA (LOCAL) since it currently is only in FDB (LOCAL).
4. Extending the opportunity for non-resident full-time or part-time employees to request any school within the District.
5. Extending the opportunity for a child of a full-time or part-time employee whose employment is either terminated, resigned from, or retired from to remain enrolled at his or her current campus under Continued Enrollment for the remainder of the school year.

BUDGETARY CONSIDERATION

None

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board approve FDA and FDB (LOCAL) – Interdistrict and Intradistrict Transfers as submitted.

BOARD ACTION REQUIRED

Approval/Disapproval

Transfer Requests

A nonresident student shall not be permitted to attend District schools except as provided below.

When an exception is granted, the Superintendent **or designee** is authorized to accept or reject the transfer request, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

Factors

In approving a transfer, the Superintendent or designee shall consider core and classroom capacity, availability of instructional staff, and the student's disciplinary history, grades, and attendance records.

Exceptions to Age and Residence Requirements

In general, a student shall be enrolled in District schools and programs only if he or she meets the age and residence requirements defined by state law. The following exceptions are allowed for which tuition may be charged:

1. A student who moves out of the District during the school year and who is eligible under continued enrollment guidelines.
2. A student who will be eligible to graduate or complete grade 5 or grade 8 in the school year following his or her move out of the District and who is approved by the principal for a continued enrollment for the senior year or completion of elementary or middle school course of study.
3. An extenuating circumstance determined by the Superintendent in advance. Extenuating circumstances shall be defined as scenarios which have impacted or have the potential to impact multiple families across a campus or the district and will not be localized to individuals. Applications for continued enrollment via extenuating circumstances are subject to the provision of any applicable documentation. All requested documents must be provided before the application can be processed.
4. A student whose family is in the process of moving into the District and who applies for enrollment subject to District guidelines. All requested documents must be provided before the application can be processed. The closing or move-in date must occur within the current school year. A closing or move-in date occurring in future school years does not qualify for this transfer.
5. An underage transfer student who has been attending public kindergarten in another state under that state's age-appropriate criteria and is the child of a custodial parent or guardian who is an active member of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard and has been stationed

to an active duty assignment at a local military facility under orders from the proper authority. Proper documentation must be provided to the District.

6. A student who is eligible under employee-child transfer guidelines.

Continued Enrollment

If, during the school year, a student moves out of the District, the student must apply to the principal for continued enrollment for the remainder of the school year **in order to remain at the campus where the student currently attends**, if such enrollment is desired.

The application should be submitted **to the campus** prior to the move. **All requested documents must be provided before the application can be processed.** The principal shall review the student's records and may approve or disapprove the continued enrollment **based on the student's grades, attendance, and/or behavior.** ~~Approval for continued enrollment shall be contingent on the family furnishing transportation. In general,~~

An approved continued enrollment transfer is only for the school year in which **the application is first made** was submitted due to the change of residence out of District after the start of the school year. ~~Except for seniors who will graduate in the school year following the change of residence, rising fifth or eighth grade students who completed the prior year on the requested campus, or in an extenuating circumstance determined by the Superintendent in advance, continued enrollment transfers for subsequent years shall not be approved. Extenuating circumstances shall be defined as scenarios which have impacted or have the potential to impact multiple families across a campus or the district and will not be localized to individuals. Applications for continued enrollment via extenuating circumstances are subject to the provision of any applicable documentation. All requested documents must be provided before the application can be processed.~~

Children of District Employees

"Children," as used in the employee-child transfer section, shall be defined as children who are an employee's biological children, legally adopted children, stepchildren by marriage, or children placed in foster care by a state agency as defined under TEC Ch. 25.

Stepchildren by marriage must reside primarily with the employee.

District Employees

Full-time and part-time District employees residing out of the District may apply for a transfer/enrollment for their children to a campus within the District, in accordance with the following:

1. Approval of the transfer shall not alter the applicable ratio established by the Superintendent, if any.

2. A campus that has been capped to new residents shall also be capped to children of full-time and part-time District employees.

The application should be submitted prior to enrollment. All requested documents must be provided before the application can be processed. The principal shall review the student's records and may approve or disapprove the employee-child transfer based on the student's grades, attendance, and/or behavior.

**Termination,
Resignation, or
Retirement of
Employee**

Children of a full-time or part-time employee whose employment is either terminated, resigned from, or retired from, shall no longer be eligible for an interdistrict transfer. The employee shall request continued enrollment for his or her child to remain enrolled at the campus for the remainder of the school year should such an enrollment be desired.

**Revocation of
transfer**

~~A transfer student shall maintain satisfactory grades, follow all rules and regulations of the District, including those for student conduct and attendance. The failure to comply with the school's policies and procedures by a parent/guardian or failure of the student to comply with the stated expectations above, to include causing disruptions on the day-to-day operation of the school, shall be grounds for revocation of the transfer agreement. The effective date of the revocation will be set in accordance with the written transfer agreement.~~

~~Written notification of any transfer revocation shall be sent to the school district of residence.~~

A student's interdistrict transfer may be revoked for the following:

1. One or more failing grades for the semester; or
2. A major violation or a persistent violation of the Student Code of Conduct; or
3. Poor attendance; or
4. Failure of parent/guardian to comply with school policies and procedures or failure of the student to comply with the school's policies and procedures, to include causing disruptions to the day-to-day operations of the school.

Transportation

The District shall not provide transportation for an interdistrict transfer.

Tuition

The Board shall determine within statutory limits the amount of tuition, if any, to be charged.

ADMISSIONS
INTERDISTRICT TRANSFERS

FDA
(LOCAL)

Tuition Arrangements	The student (if 18 years or older) or the student's parents shall contact the office of pupil personnel to arrange tuition payment, when applicable. The approved continued enrollment form shall be presented to the pupil personnel office at the time of the transaction. A tuition contract shall be signed by the student (if 18 or older) or parent. When the contract is signed, the parent or student and the school shall receive a letter verifying that the student has complied with the tuition requirements.
Waivers	The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]
Nonpayment	The District may initiate withdrawal of students whose tuition payments are delinquent.
Appeals	Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

Attendance Zones A student shall be assigned to a school in the attendance zone in which he or she resides. Attendance zones shall be established by the Board and may be adjusted as deemed necessary.

When an exception is granted, the Superintendent or designee is authorized to accept or reject the transfer request, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

Class Changes The campus principal shall be authorized to investigate and approve the transfer of a student from one classroom to another on that campus.

Transfers between Schools The Superintendent or designee shall be authorized to investigate and approve transfers between schools.

Factors

In approving a transfer, the Superintendent or designee shall consider core and classroom capacity, availability of instructional staff, and the student's disciplinary history, grades, and/or attendance.

~~An intradistrict transfer shall be granted for the current school year only. A student graduating at the end of the school year following a change of residence shall be approved to continue enrollment.~~

~~Prior to a move out of the school attendance zone, a student shall apply to the principal to continue enrollment for the remainder of the school year.~~

~~A transfer student shall maintain satisfactory grades and follow all rules and regulations of the District, including those for student conduct and attendance. The failure to comply with the school's policies and procedures by a parent/guardian or failure of the student to comply with the stated expectations above, to include causing disruptions on the day-to-day operation of the school, shall be grounds for revocation of the transfer agreement. The effective date of the revocation shall be set in accordance with the written transfer agreement.~~

Exceptions to Residence Requirements

The following exceptions are allowed:

1. A student who moves to another attendance zone within the District during the school year and who is eligible under continued enrollment guidelines.
2. A student who will be eligible to graduate or complete grade 5 or grade 8 in the school year following his or her move to another attendance zone within the District and who is approved by the principal for continued enrollment for the senior year or completion of elementary or middle school course of study.

3. An extenuating circumstance determined by the Superintendent in advance. Extenuating circumstances shall be defined as scenarios which have impacted or have the potential to impact multiple families across a campus or the district and will not be localized to individuals. Applications for continued enrollment via extenuating circumstances are subject to the provision of any applicable documentation. All requested documents must be provided before the application can be processed.
4. A student whose family is in the process of moving into another attendance zone within the District and who applies for enrollment subject to District guidelines. The closing or move-in date must occur within the current school year. All requested documents must be provided before the application may be processed. A closing or move-in date occurring in future school years does not qualify for this transfer.
5. A student who is eligible under employee-child transfer guidelines.

Capped Schools

A capped school shall be defined as a school with an enrollment that has been limited by the Board or its designee.

A student moving into the attendance zone of a capped school shall enroll in another designated District school.

UIL Eligibility

A student enrolled in another designated District school shall be eligible to participate in UIL activities. The District shall follow all dictates under UIL rules and regulations.

If capacity at a capped school changes, a student may:

1. Continue enrollment at the current campus and maintain uninterrupted UIL eligibility; or
2. Attend the home campus and be eligible for UIL participation.

The offer to attend the home school shall be accepted or declined within five school days. A student who fails to respond shall continue enrollment at the current school. A student who declines the initial offer to attend the home campus and elects to return at a later date shall be ineligible to participate in any UIL activity for one calendar year.

Continued Enrollment

If, during the school year, a student moves to another attendance zone within the District, the student must apply to the principal for continued enrollment for the remainder of the school year in order to remain at the campus where the student currently attends, if such enrollment is desired.

The application should be submitted to the campus prior to the move. All requested documents must be provided before the application can be processed. The principal shall review the student's records and may approve or disapprove the continued enrollment based on the student's grades, attendance, and/or behavior.

An approved continued enrollment transfer is only for the school year in which application was submitted due to the change of residence within another attendance zone in the District after the start of the school year.

Employee-Child Transfer

"Children," as used in the employee-child transfer section, shall be defined as children who are an employee's biological children, legally adopted children, stepchildren by marriage, or children placed in foster care by a state agency as defined under TEC Ch. 25.

Stepchildren by marriage must reside primarily with the employee.

Full-time and part-time District employees residing in the District may apply for a transfer/enrollment for their children to a campus within the District, in accordance with the following:

1. Approval of the transfer shall not alter the applicable ratio established by the Superintendent, if any.
2. A campus that has been capped to new residents shall also be capped to children of full-time and part-time District employees.

The application should be submitted prior to enrollment. All requested documents must be provided before the application can be processed. The principal shall review the student's records and may approve or disapprove the employee-child transfer based on the student's grades, attendance, and/or behavior.

Termination, Resignation, or Retirement of Employee

Children of a full-time or part-time employee whose employment is either terminated, resigned from, or retired from, shall no longer be eligible for an intradistrict transfer. The employee shall request continued enrollment for his or her child to remain enrolled at the campus for the remainder of the school year should such an enrollment be desired.

Transportation

~~The District shall not provide transportation for a transfer student.~~

Children of District Employees

~~"Children," as used in the employee-child transfer section, shall be defined as children who are an employee's biological children, legally adopted children, or stepchildren by marriage. Children of an employee by marriage must reside primarily with the employee.~~

ADMISSIONS
INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FDB
(LOCAL)

~~Children of
Campus-Based
District
Employees~~

~~Full-time and part-time campus-based District employees residing in the District may apply for a transfer for their children to the employee's assigned campus or a campus in the designated cluster of schools in which the employee works, in accordance with the following:~~

- ~~1. The employee child application shall be submitted to the campus principal and forwarded to the office of Pupil Personnel Services for final approval.~~
- ~~2. Approval of the transfer shall not alter the applicable ratios established by the Superintendent, if any.~~

~~A campus that has been capped to new residents shall also be capped to children of full-time and part-time District employees.~~

~~The District shall not provide transportation for an employee child transfer student.~~

~~Children of
Campus-Based
Non-District
Employees~~

~~Full-time and part-time campus-based District employees residing out of the District may apply for a transfer/enrollment for their children to the employee's assigned campus or a campus in the designated cluster of schools in which the employee works, in accordance with the following:~~

- ~~1. The employee child application shall be submitted to the campus principal and forwarded to the office of Pupil Personnel Services for final approval.~~
- ~~2. Approval of the transfer shall not alter the applicable ratios established by the Superintendent, if any.~~

~~A campus that has been capped to new residents shall also be capped to children of full-time and part-time District employees.~~

~~The District shall not provide transportation for an employee child transfer student.~~

~~Children of Non-
Campus-Based
Employees
Residing In or Out
of the District~~

~~Full-time and part-time non-campus-based District employee's residing in or out of the District may apply for a transfer/enrollment for their children to the nearest designated cluster of schools closest to the employees worksite, in accordance with the following:~~

- ~~1. The employee child application shall be submitted to the campus principal and forwarded to the office of pupil personnel services for final approval.~~
- ~~2. Approval of the transfer shall not alter the applicable ratios established by the Superintendent, if any.~~

~~A campus that has been capped to new residents shall also be capped to children of full-time and part-time District employees.~~

~~The District shall not provide transportation for an employee-child transfer student.~~

Revocation

A student's intradistrict transfer may be revoked for the following:

1. One or more failing grades for the semester; or
2. A major violation or a persistent violation of the Student Code of Conduct; or
3. Poor attendance; or
4. Failure of parent/guardian to comply with school policies and procedures or failure of the student to comply with the school's policies and procedures, to include causing disruptions on the day-to-day operations of the school.
- ~~5. Children of a full-time District employee who moves out of the District or terminates employment shall no longer be eligible for an intradistrict transfer.~~

Transportation

The District shall not provide transportation for an intradistrict transfer student.

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Rudy Jimenez
Col. Robert Henson, Director
Army Instruction, JROTC

Subject: Sale of Surplus Property
Benefitting JROTC

Related Page(s): None

ACTION ITEM

BACKGROUND INFORMATION

Trees are removed from campus sites throughout the District for several reasons and taken to the property located at 4303 Post Office Drive. This property is known as the JROTC Urban Confidence Course and training area. The JROTC Department requests approval to conduct the repurposing of these trees, legally identified as surplus school property, into firewood to be sold to the general public as a fundraiser to benefit the JROTC program.

ADMINISTRATIVE RECOMMENDATION

Administrative staff recommends that the Board of Trustees approve the resolution authorizing the repurposing and sale of this firewood as a fundraiser benefiting the JROTC program.

BOARD ACTION REQUIRED

Approval/Disapproval

RESOLUTION

**NORTH EAST INDEPENDENT
SCHOOL DISTRICT BOARD OF TRUSTEES**

February 8, 2021

Sale Of Surplus Property Benefitting JROTC

WHEREAS, the Board is authorized by Section 11.151 of the Texas Education Code to acquire and hold the property of the North East Independent School District, which includes the disposition of surplus property, and is also authorized by Section 45.105 to expend funds for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board remains committed to supporting its JROTC program offered at all of its high schools;

WHEREAS, the property located at 4303 Post Office Drive in San Antonio, Texas, known as the JROTC Urban Confidence Course, where the JROTC programs conduct training activities is considered District property, regardless of condition;

WHEREAS, the Board understands that trees will continue to be removed from campus sites for several reasons. The JROTC program is conducting a re-purposing of these trees as part of maintenance, and that the wood from these trees is surplus District property that would otherwise be disposed; and

WHEREAS, the Board understands that the JROTC program would like to use this surplus property by preparing it into firewood to be sold to the general public as a fundraiser to benefit the JROTC program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of North East Independent School District authorizes the JROTC program to dispose of the surplus property identified in this resolution by selling it to the general public as firewood, and to have the funds raised by such a sale deposited in appropriate accounts for the use and benefit of the participating JROTC programs.

PASSED, APPROVED, AND ADOPTED BY THE BOARD OF TRUSTEES OF THE NORTH EAST INDEPENDENT SCHOOL DISTRICT, this 8th day of February 2021.

CERTIFICATE FOR RESOLUTION

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the North East Independent School District during a properly noticed and scheduled meeting held on February 8, 2021. A quorum of the Board of Trustees being then present, it was duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: 7
Nays: 0
Abstentions: 0

To certify which, witness my hand and the official seal of the District this 8th day of February 2021.

President, Board of Trustees

NORTH EAST INDEPENDENT SCHOOL
DISTRICT

By: Shannon Grona
Shannon Grona, President, Board of Trustees

ATTEST:

By: Sandy Hughey
Sandy Hughey, Secretary, Board of Trustees



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Anthony Jarrett
Esmeralda Munoz,
Executive Director,
Learning Support Services

Subject: 2021-2022 Proposed Calendar For Castle Hills and Academy Of Creative Education
Related Page(s): Attachment

ACTION ITEM

BACKGROUND INFORMATION

The proposed calendars fall within the legal guidelines established by the State of Texas and NEISD legal policy. Daily student instructional minutes, academic priorities, bad weather days and religious holidays were considered in the creation of the calendar options.

As defined by the 84th Legislative session, all calendars comply with HB 2610 guidelines of including no less than 75,600 minutes of instruction for the school year. The calendars do not include the use of T.E.A. waiver days.

ADMINISTRATIVE CONSIDERATION

The proposed 2021-2022 year-round calendar for Castle Hills Elementary School was created and approved by the faculty, Campus Improvement Committee (CIC) and select PTA members. The calendars were also presented to D.E.I.C. for review and both were approved by the committee on Wednesday, January 13, 2021.

The proposed 2021-2022 calendar for the Academy of Creative Education (ACE) was developed and approved by the staff. The alternative school calendar allows for flexible scheduling to meet the needs of the student population ACE serves.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees approve the 2021-2022 proposed calendars for Castle Hills Elementary and Academy of Creative Education as submitted by their respective staffs.

BOARD ACTION REQUIRED

Approval/Disapproval

NEISD Castle Hills Elementary 2021-2022 School Calendar

First semester ends December 16 and second semester begins January 3

DRAFT (12-15-20)

July '21

S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

12 – 16, Staff Development Days
19, First Day of School; Beginning of 1st 9 weeks

Instructional Days = 10
Teacher Days = 15

August '21

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2 – 6, New Teacher Orientation
9, Early Dismissal

Instructional Days = 22
Teacher Days = 22

September '21

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6, Student/Staff Holiday
14 – 16, Early Dismissal
24, End of 1st 9 weeks
27, Beginning of 2nd 9 weeks

Instructional Days = 21
Teacher Days = 21

October '21

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

4 – 15, Student/Staff Intersession

Instructional Days = 11
Teacher Days = 11

November '21

S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

22 – 23, Teacher Choice Days
22 – 26, Student/Staff Holiday

Instructional Days = 17
Teacher Days = 19

December '21

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

16, End of First Semester
17, 20 – 24, 27 – 31, Student/Staff Holiday – Winter Break

Instructional Days = 12
Teacher Days = 12

Semester 1 = 93 Instructional Days

January '22

S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3, Beginning of 3rd 9 weeks
17, Student/Staff Holiday

Instructional Days = 20
Teacher Days = 20

February '22

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

8 – 10, Early Dismissal
28, Student/Staff Intersession

Instructional Days = 19
Teacher Days = 19

March '22

S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

1 – 11, Student/Staff Intersession
18, End of 3rd nine weeks
21, Beginning of 4th 9 weeks

Instructional Days = 14
Teacher Days = 14

April '22

S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15, Student/Staff Holiday
22, Student/Staff Holiday

Instructional Days = 19
Teacher Days = 19

May '22

S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

20, Early Dismissal
20, Last Day of School/End of 4th 9 weeks
23 – 24, Severe Weather Make - Up Day
30, Staff Holiday

Instructional Days = 15
Teacher Days = 15

Semester 2 = 87 Instructional Days

June '22

S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

NEISD Academy of Creative Education (ACE) 2021-2022 School Calendar

First semester ends December 17 and second semester begins January 4

DRAFT (12-15-20)

JULY '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

5, Staff holiday
20-23, Staff Development Days
26, First Day of Semester

Teacher Days = 9
 Instructional Days = 5

AUGUST '21						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2-6, New Teacher Orientation
11, Staff Development Day

Teacher Days = 22
 Instructional Days = 21

SEPTEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6, Student/Staff Holiday

Teacher Days = 21
 Instructional Days = 21

OCTOBER '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11, Student/Staff holiday

Teacher Days = 20
 Instructional Days = 20

NOVEMBER '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

22-23, Student Holidays/Teacher Choice Days
24-26, Student/Staff Holidays

Teacher Days = 19
 Instructional Days = 17

DECEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

17, End of First Semester
20-24, 27-31, Student/Staff Holiday – Winter Break

Teacher Days = 13
 Instructional Days = 13

JANUARY '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

3, Staff Development
4, Beginning of 2nd Semester
17, Student/Staff Holiday

Teacher Days = 20
 Instructional Days = 19

FEBRUARY '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

21, Staff Development

Teacher Days = 20
 Instructional Days = 19

MARCH '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7-11, Student/Staff Holiday

Teacher Days = 18
 Instructional Days = 18

APRIL '22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15, Student/Staff Holiday
22, Student/Staff Holiday

Teacher Days = 19
 Instructional Days = 19

MAY '22						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

30, Student/Staff Holiday

Teacher Days = 21
 Instructional Days = 21

JUNE '22						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

16, Last Day of the Semester
17, Staff Development Day

Teacher Days = 13
 Instructional Days = 12



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Rudy Jimenez
Gina Elliott, Senior Director,
Human Resources

Subject: DIA (EXHIBIT) Change

Related Page(s):DIA (EXHIBIT) Draft

CONSENT ITEM

BACKGROUND INFORMATION

Board Policy DIA (Exhibit) – Employee Welfare – Freedom from Discrimination, Harassment, and Retaliation identifies by name and contact information, the District’s Title IX Coordinator and ADA/Section 504 Coordinator. Due to the recent retirement of Joel Treviño, former Executive Director of Human Resources, this change is to update the person and title of the Title IX Coordinator to Chyla Whitton, Acting Executive Director of Human Resources. There is no change to the ADA/Section 504 Coordinator.

ADMINISTRATIVE RECOMMENDATION

It is recommended that the Board of Trustees of the North East Independent School District approve this change as reflected on the attachment.

BOARD ACTION REQUIRED

Approval/Disapproval

Title IX Coordinator

The District designates and authorizes the following person as the Title IX coordinator to be responsible for coordinating the District's efforts to comply with Title IX of the Education Amendments of 1972, as amended, for employees:

Name: [Chyla Whitton](#) ~~Joel Trevino~~
Position: [Acting](#) Executive Director of Human Resources
Address: 8961 Tesoro Drive, San Antonio, TX 78217
Email: [Title IX coordinator](#) (cwhitt@neisd.net ~~jtrevi34@neisd.net~~)
Telephone: (210) 407-0462

ADA/Section 504 Coordinator

The District designates and authorizes the following person as the ADA/Section 504 coordinator to be responsible for coordinating the District's efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, for employees:

Name: Mayra Murillo-Gardner
Position: ADA Coordinator
Address: 8961 Tesoro Drive, San Antonio, TX 78217
Email: [ADA/Section 504 coordinator](#) (mmuril@neisd.net)
Telephone: (210) 407-0135



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Dan Villarreal
Jesse Luna, Director
Procurement & eCommerce

Subject: Region 20, Texas 20
Purchasing Cooperative

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

It is the intent of the North East Independent School District to participate in the Region 20, Texas 20 Purchasing Cooperative pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. Participation in a purchasing cooperative meets the legal requirements of Texas Education Code 44.031 which require all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code that provides the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, require Board approval before a transaction may take place."

ADMINISTRATIVE CONSIDERATION

Participation in the Region 20, Texas 20 Purchasing Cooperative gives the District access to cooperative services and bids which will result in financial savings through volume purchasing and time savings through pre-negotiated contracts.

BUDGETARY CONSIDERATION

No fees are required.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board of Trustees approve the attached Region 20, Texas 20 Purchasing Cooperative Interlocal Agreement, Resolution, and Participation Commitment as presented.

BOARD ACTION REQUIRED

Approval/Disapproval



RESOLUTION

WHEREAS, it is the intent of _____ North East Independent School District
(Name of Entity)

to join and participate in the TEXAS 20 Purchasing Cooperative, Education Service Center, Region 20.

WHEREAS, authority for this commitment is authorized by Article 791.011 Inter-local Cooperation Act as amended and would allow for substantial savings to be realized by volume purchasing of specific commercial and/or USDA commodity items.

BE IT RESOLVED, that _____ North East Independent School District
(Name of Entity)

Board of Trustees hereby joins in and elects to participate in the TEXAS 20 Purchasing Cooperative being organized and administered by the Education Service Center, Region 20.


BE IT FURTHER RESOLVED, that _____ North East Independent School District
(Name of Entity)

Board of Trustees hereby authorizes its CEO/Authorized Representative to execute such documents as are appropriate and necessary to implement the Entity's participation in said TEXAS 20 Purchasing Cooperative.

We certify the foregoing is a true and correct copy of the resolution duly adopted by

_____ North East Independent School District _____, of _____ San Antonio _____, Texas. In
(Name of Entity) (City)

witness thereof, I/we have hereunto set my/our hand(s) this 8th day of February, (yr.) 2021.

CEO/AUTHORIZED REPRESENTATIVE SIGNATURE: _____


CEO/AUTHORIZED REPRESENTATIVE PRINTED NAME AND TITLE: Sean Maika, Ed. D., Superintendent

Name of person in charge of Food Service: Sharon Glosson

E-Mail: sgloss@neisd.net

Phone: 210-356-9100

Address: 3623 Highpoint Street, San Antonio TX 78217



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: North East Independent School District County/District Number: 015910

General Provisions

This Interlocal Agreement is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Inter-local Cooperation Act, Chapter 791, Texas Government Code*. Agreement between TEXAS 20 Purchasing Cooperative and members choosing to participate in processing of USDA Foods and/or Commercial Purchasing:

TEXAS 20 Purchasing Cooperative and member agree on building an effective advisory group that can provide support to the TEXAS 20 Purchasing Cooperative team. Education Service Center Region 20, TEXAS 20 Purchasing Cooperative is a non-profit agency.

TEXAS 20 Purchasing Cooperative member agrees to comply with all requirements for receiving, handling, distributing, transporting, storing, and/or using USDA Processed Foods as provided in the TDA policy handbooks, and USDA regulations and instructions, including requirements relating to dry, chilled and frozen product received directly from USDA/TDA approved and TEXAS 20 Purchasing Cooperative awarded processors.

TEXAS 20 Purchasing Cooperative member agrees to effectively manage entitlement dedicated in TDA's electronic system to Commodity Processing and coordinate with the Co-op Coordinator the use of commodity processing balances on a timely basis.

TEXAS 20 Purchasing Cooperative member agrees on a regular basis, to track and manage USDA Foods processing inventory balances in processor's tracking system (e.g., K12, ProcessorLink, etc.); verify for accuracy end products sold through a distributor, including commodity value discounts and pounds used; verify processing option(s); delivery destination; and assigned distributor.

TEXAS 20 Purchasing Cooperative member agrees to verify receipt of end products delivered by the state contracted warehouse, awarded vendors, distributors and manufacturers, back door deliveries or directly to the direct to district warehouse to ensure:

1. End products received match delivery order form
2. End products received match bill of lading prior to signing delivery invoice
3. Damaged cases are not accepted; note damages on the bill of lading and return to driver
4. Report to processing co-op coordinator any issues and/or concerns with USDA Food processing and commercial purchasing products and services. TDA will be notified if applicable.

TEXAS 20 Purchasing Cooperative member agrees to communicate with the Co-op coordinator and USDA approved commodity processor regarding commodity pound transfers, within the co-op, to the same awarded processor. Members must provide justification when requesting to transfer pounds to a different processor through TEXAS 20 Purchasing Cooperative for evaluation to determine if notification meets requirement for TDA approval or denial.

TEXAS 20 Purchasing Cooperative member agrees to utilize processing pounds in a timely manner and comply with federal regulations to not exceed a six-month inventory supply.

TEXAS 20 Purchasing Cooperative and member ensure all initiated request for proposals follow the State and Federal procurement regulations and requirements, which include commodity processing and commercial purchasing.



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: North East Independent School District County/District Number: 015910

TEXAS 20 Purchasing Cooperative will provide members with procurement timeline schedule. Member agrees to meet all TEXAS 20 Purchasing Cooperative deadlines.

TEXAS 20 Purchasing Cooperative maintains procurement information, files and records for the purpose of ensuring the availability of documentation and compliance with established policies and regulatory guidelines. TEXAS 20 Purchasing Cooperative website provides a source of communication and resources for members. TEXAS 20 Cooperative team provides technical assistance to maximize resources.

TEXAS 20 Purchasing Cooperative member agrees to provide TEXAS 20 Co-op team the description of items and accurate quantity projections to ensure solicitation integrity; which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative will conduct ongoing analysis of velocity reports comparing the estimated quantity provided to the distributor/vendor/manufacturer to the actual quantity of product purchased; which includes commodity processing and commercial purchasing.

TEXAS 20 Purchasing Cooperative shall send request for proposal invitations to all approved USDA/TDA processors. Those processors submitting the RFP by opening deadline and having completed the processing agreements with TDA will be considered. The Co-op Coordinator will negotiate pricing to designate award/non-award processors.

TEXAS 20 Purchasing Cooperative shall enter awarded processing request into TDA's electronic system (e.g. TX-UNPS, etc.) by required TDA deadline. When ordering for a new school year, TEXAS 20 Co-op member will project June carryover balance to avoid ordering excess pounds for the school year.

TEXAS 20 Purchasing Cooperative member- Direct Ship Schools only: Update TDA's electronic system (e.g. TX-UNPS, etc.) with receipt information for end products delivered directly by awarded processors. (TDA designates the Direct Ship Schools that meet required guidelines.)

TEXAS 20 Purchasing Cooperative member agrees to submit in writing the request approval to use the Direct to District option. Schools that wish to receive end product deliveries by-passing their assigned commodity warehouse and/or their assigned distributor utilizing NOI, must obtain approval, known as "Direct to District". The Direct to District option is approved by a co-op coordinator, not the State. The co-op coordinator will verify that a requesting school can meet minimum case drop loads from a processor and have a designated receiving area authorized to properly accept deliveries. If the co-op coordinator approves this option, then they, along with the school, accept the responsibility in verifying deliveries, reconciling drawdowns, resolving issues with shorts, overages, and damages, and any other issues that may arise directly with the processor. Direct to District deliveries do not require Inbound Shipments to be created into TDA's electronic system (e.g. TX-UNPS, etc.).

TEXAS 20 Purchasing Cooperative member is expected to honor all contracts and is obligated to purchase the products and or services listed on the contract from the awarded contractor. The member cannot buy these items from another vendor unless the quantity described in the contract has been exhausted, or the contract has been legally terminated. When the quantity is exhausted or the contract has



INTERLOCAL AGREEMENT



Education Service Center Region 20, TEXAS 20 Purchasing Cooperative

Organization: North East Independent School District County/District Number: 015910

been legally terminated, the member must correctly procure the products and/or services through a new solicitation. Timely payments must be made to vendors who receive proposal awards.

Authorization

By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

School District or Public Entity

Education Service Center, Region 20

By Sharon Glosson
Authorized Signature

By _____
Authorized Signature

Board President _____

Executive Director _____

Title _____

Title _____

February 8th, 2021 _____

Date _____

Date _____

Sharon Glosson _____

Telephone _____

Contact Person _____

Executive Director of School Nutrition _____

Email Address _____

Title of Contact Person _____

3623 Highpoint Street _____

Street Address _____

San Antonio, TX 78217 _____

City, State ZIP



TEXAS 20 Purchasing Cooperative
Education Service Center, Region 20 Participation Commitment for 2020-2021

Organization: North East Independent School District

County: Bexar

Education Service Center, Region 20 (Center) and the above-named organization enter into the following cooperative service agreement for the 2020-201 school year, effective July 1, 2020 through June 30, 2021. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice. New members accepted at any time so long as it does not result in a material change as identified in awarded contracts.

The Center will:

- Provide a resolution to be approved by the organization's governing body for ESC -20 to act on its behalf in soliciting proposals
- Revise specifications each year
- Provide members with procurement timeline schedule
- Prepare and combine quantity request forms received from members for each proposal
- Request pricing for food service related items meeting the specified quantity
- Conduct award meetings
- Abide by all procurement laws
- Prepare tabulation and evaluation information from bid respondents
- Assist in sampling required bid items following award meeting
- Develop award information for members use
- Send award notification to vendors
- Gather evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals
- Provide order guides with awarded items
- Provide technical assistance with USDA Commodity Processing pre-order requests (if applicable)
- Assist members with the tracking and management of USDA Commodity Processing inventory balances
- Assist members with sales verifications of end products including but not limited to verification of credits, rebates and discounts
- Coordinate cooperative member advisory group meetings
- Provide access to procurement documentation
- Maintain current website
- Coordinate Fall cluster meetings
- Host annual Food, Products and Services showcase
- Includes membership for the participation in PACE Purchasing Cooperative

The Member will:

- Ensure an approved resolution to participate in Cooperative is on file with ESC-20
- Ensure compliance with participation in the TEXAS 20 Purchasing Cooperative
- Designate an organization employee to serve as a liaison with ESC-20
- Provide release time for meetings, proposal openings, and testing assistance as needed
- When requested and agreed, provide work space and additional employees to assist with testing
- Maintain confidentiality of all information discussed in bid award meetings
- Evaluate purchased velocity of items and commit to quantities for upcoming bid term
- Identify delivery location within organization on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide ESC-20 with evaluation forms regarding vendor and product concerns
- Utilize the TEXAS 20 website for the most current information
- Follow TDA/USDA procurement regulations and practice ongoing Contract Management (if applicable)
- Track USDA Commodity Processing inventory balances to assist in compliance with TDA/USDA inventory Requirements (if applicable)
- Conduct sales verification of end products, including but not limited to verification of credits, rebates and discounts
- Attend two meetings annually if selected to participate in the advisory group
- Complete and submit FND-101 (TDA Certificate of Authority) form to allow coop access to view contract in TX-UNPS (if applicable)

Contract Service Fees: There is no direct fee to participate in the TEXAS 20 Purchasing Cooperative. The TEXAS 20 Purchasing Cooperative is a self-funded entity through a Vendor Administration Fee. Fees are used to cover expenses related to the administration and operation of TEXAS 20. The fee is collected directly from awarded vendors in the fixed amount of .0085 cents per \$1 purchased on commercial sales. In accordance with USDA/TDA ARM, The Texas 20 Purchasing Cooperative is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Consequently, at the end of the contract year, the



TEXAS 20 Purchasing Cooperative

Education Service Center, Region 20 Participation Commitment for 2020-2021

Organization: North East Independent School District

County: Bexar

cooperative must return all profit in excess of the profit margin as described in this commitment to the participating Covered Entities. The "profit margin", for purposes of this Commitment, shall be defined as the revenue received by the cooperative through the charging of the vendor fees set forth in this Contract Services Fee section minus the expenses incurred by Region 20 to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received in excess of the profit margin ("unanticipated profit"), if any, shall be distributed to the cooperative's participating members by the Fiscal Agent (Region 20). TEXAS 20 "does not charge" any fees to Commodity Processors.

Participation Options

Please check area(s) of desired participation

COMMODITY PROCESSING: TEXAS 20 supports eligible members in utilizing their USDA entitlement dollars for commodity processing. Members must be participating in the School Nutrition Programs (SNP). The Cooperative will solicit proposals, coordinate and facilitate the distribution of USDA commodity food products that are allocated to each entity. Delivery of commodity-processed product is for the 2021-2022 bid term.

COMMERCIAL FOOD SERVICE PURCHASING: The Cooperative will solicit proposals, coordinate and facilitate the award of food service items and the distribution of these items. Delivery of commercial product is for the 2020-2021 bid term.

Authorized Printed Name: Shannon Grona, Board President

Authorized Signature: *Shannon Grona*

ESC-20 Contact Person:

Organization Contact: Sharon Glosson, Executive Director of School Nutrition

Jaclyn Perez

E-Mail/Phone: sgloss@neisd.net

E-mail: jaclyn.perez@esc20.net

Fax: (210) 503-6474

210-356-9100

Phone: (210) 370-5207

Please return by June 1, 2019

to: ESC-20 Business Office
1314 Hines Avenue
San Antonio, TX 78208-1899

Maintain a copy for district file.

--For ESC-20 Use Only--

Revenue Code : *Food Purchasing 199-00-5729-00-493-100*

Distribution : *Business Office*

Division: *Business & Technology Services*



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Dan Villarreal
Brian Moy, Executive Director
Finance & Accounting
Susan Lackorn, Director
Budget & Financial Analysis

Subject: Donations

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Based on Section 11.151(a) of the Texas Education Code, the trustees of the independent school district constitute a body corporate and in the name of the district may receive bequests and donations and other moneys or funds coming legally into their hands. In accordance with this section of the education code, the Board of Trustees is to officially receive all donations and designate that the funds be used in the manner specified by each donor.

ADMINISTRATIVE CONSIDERATION

Second quarter donations totaling \$592,237 designated for the benefit of individual campuses are deposited into Campus Activity Funds for the designated campuses. Second quarter donations totaling \$54,905 designated for the benefit of particular student groups are deposited into the Student Activity Fund account of the designated student groups. Donations designated as trust funds are deposited into a separate account in the School Cash application and invested accordingly. Cash donations for the benefit of the General Fund and other funds totaled \$56,588 for the quarter. Also, non-cash items donated during the second quarter of the '20-'21 fiscal year included school supplies donated to Fox Run Elementary by Walmart, construction supplies donated to Career Tech by Consolidated Electrical Distributors, an Alto Saxophone donated to Driscoll MS Band by Justin Morgan and a 2002 Lexus GS donated to Auto Tech by Sonia G. Flores.

BUDGETARY CONSIDERATION

There are no budgetary considerations, because the donations are made to campus activity funds (special revenue funds), student activity funds (agency/trust funds) or the general funds that budgets revenue for miscellaneous donations during the budget process.

ADMINISTRATIVE RECOMMENDATION

It is recommended the North East Board of Trustees accept the donations made during the school year.

BOARD ACTION REQUIRED

Approval/Disapproval

Date	Campus	Description	Amount
Q2 Campus Activity Funds			
10/2/2020	001	Online Donations for Boys Basketball	364.94
10/6/2020	001	Donation	40.00
10/6/2020	001	Hour-a-thon Donations	6,116.25
10/6/2020	001	Online Donations for Boys Basketball	199.05
10/9/2020	001	Online Donations for Boys Basketball	151.66
10/13/2020	001	Online Donations for Boys Basketball	52.13
10/13/2020	001	Online Donations for Boys Basketball	9.48
10/14/2020	001	Donation	75.00
10/20/2020	001	Team NEISD '20	1,307.00
10/20/2020	001	SA Sports Donation	500.00
10/21/2020	001	Donation	50.00
10/27/2020	001	Donation	105.00
10/30/2020	001	NEEF Grant 2020	2,832.00
11/4/2020	001	G&G Investments, Inc. Donation	158.70
11/4/2020	001	Donation	30.75
11/17/2020	001	Donation	80.00
001 Total		LEE HS	12,071.96
10/6/2020	002	Snap Raise Donations	3,792.00
10/6/2020	002	Snap Raise Donations	12,784.00
10/9/2020	002	Donation	30.00
10/13/2020	002	Donation	50.00
10/19/2020	002	Donations	365.00
10/19/2020	002	Hopkins Donation	200.00
10/19/2020	002	Donations	231.00
10/20/2020	002	Team NEISD '20	1,037.00
10/29/2020	002	Adrenaline Douglas Fundraiser	1,859.25
10/29/2020	002	Osborn Donation	150.00
10/29/2020	002	Fancloth Fundraiser	288.00
11/5/2020	002	NEEF Grant	1,000.00
11/11/2020	002	Donation	100.00
11/11/2020	002	Donation	100.00
11/11/2020	002	Gonzalez Donation	4,537.50
11/17/2020	002	Donation	625.00
11/17/2020	002	Hour-a-thon Donations	3,555.00
11/19/2020	002	Hour-a-thon Donations	178.00
12/7/2020	002	Donation	400.00
12/7/2020	002	Donations	4,993.25
12/7/2020	002	Adopt-a-box Donations	634.00
12/17/2020	002	Donations	310.00
002 Total		MacArthur HS	37,219.00
10/19/2020	003	North Central Rotary Fund Donation	500.00
10/19/2020	003	YourCause Donation	56.00
10/19/2020	003	Rutherford Donation	500.00
10/19/2020	003	Romero Donation	100.00
10/20/2020	003	Team NEISD '20	1,778.70
11/4/2020	003	Donations in lieu of Fundraiser	2,155.00
11/11/2020	003	Snap Raise Donations	5,410.00
11/13/2020	003	Donations	300.00
11/13/2020	003	Hit-a-thon Donations	615.00
11/18/2020	003	WeFund4U Donations	22,187.20

Date	Campus	Description	Amount
11/19/2020	003	Hit-a-thon Donations	1,154.10
11/19/2020	003	Hit-a-thon Donations	673.00
12/1/2020	003	Donations for Football	160.00
12/4/2020	003	Hit-a-thon Donations	25.00
12/4/2020	003	Donations in lieu of Fundraiser	1,000.00
12/4/2020	003	Hit-a-thon Donations	2,395.25
12/14/2020	003	Booster Club Donation	1,300.00
12/17/2020	003	Donation	100.00
003 Total		Churchill HS	40,409.25
10/7/2020	004	Donation for ACT Custodial Services	150.00
10/7/2020	004	Rackspace Chess Grant	10,300.00
10/14/2020	004	Donation	250.00
10/14/2020	004	Donations	625.00
10/20/2020	004	Team NEISD '20	1,901.00
10/21/2020	004	Hour-a-thon Donations	4,315.50
11/4/2020	004	Freeman Donation	200.00
11/4/2020	004	Donations	800.00
11/4/2020	004	Hour-a-thon Donations	2,047.50
11/11/2020	004	College Board Donation for AP Testing Expenses	1,000.00
004 Total		Roosevelt HS	21,589.00
10/7/2020	005	Hour-a-thon Donations	570.00
10/7/2020	005	WeFund4U Donations	25,072.00
10/20/2020	005	Team NEISD '20	1,613.50
10/21/2020	005	Campus Box Media Donation	58.64
10/21/2020	005	Battle of Flowers Assoc. Donation	300.00
10/30/2020	005	NEEF Grant 2020	4,349.10
10/30/2020	005	NEEF Grant 2020	11,739.00
11/11/2020	005	WeFund4U Donations	5,061.00
11/11/2020	005	Athletics Booster Club	23.58
11/11/2020	005	WeFund4U Donations	2,275.50
11/11/2020	005	Donations	188.86
11/16/2020	005	Douglas Sales Inc. Donation	2,973.75
12/17/2020	005	Donations	250.00
005 Total		Madison HS	54,474.93
10/5/2020	007	Diamondbackers Sports Assoc. Donation	638.80
10/5/2020	007	Parent Donations	50.00
10/9/2020	007	Parent Donations	100.00
10/9/2020	007	Diamondbackers Sports Assoc. Donation	1,460.70
10/19/2020	007	Romo Medical Equipment Donation	1,500.00
10/19/2020	007	Parent Donations	60.00
10/19/2020	007	Diamondbackers Sports Assoc. Donation	2,600.00
10/19/2020	007	Diamondbackers Sports Assoc. Donation	395.98
10/19/2020	007	Parent Donations	60.00
10/20/2020	007	Team NEISD '20	1,754.98
10/26/2020	007	Fundraiser Donations	15,172.50
10/26/2020	007	Diamondbackers Sports Assoc. Donation	800.00
10/26/2020	007	Parent Donations	60.00
10/30/2020	007	NEEF Grant 2020	3,432.00
11/5/2020	007	NEEF Grant 2020	5,123.80
11/5/2020	007	Parent Donations	765.00
11/5/2020	007	Parent Donations	28.00

Date	Campus	Description	Amount
11/9/2020	007	Yates Donation	100.00
11/9/2020	007	Parent Donations	210.00
11/9/2020	007	Fundraiser Donations	10,755.00
11/9/2020	007	Parent Donations	55.00
11/17/2020	007	Parent Donations	50.00
11/17/2020	007	Parent Donations	250.00
11/19/2020	007	Parent Donations	8,793.75
11/19/2020	007	Ortho Plus Inc. Donation	500.00
12/2/2020	007	Parent Donations	100.00
12/2/2020	007	Parent Donations	1,152.00
12/2/2020	007	Parent Donations	100.00
12/2/2020	007	Parent Donations	36,236.00
12/14/2020	007	Parent Donations	8,396.25
12/14/2020	007	Diamondbackers Sports Assoc. Donation	2,125.00
12/14/2020	007	Parent Donations	9,291.54
12/17/2020	007	Parent Donations	1,350.00
12/17/2020	007	Parent Donations	5,340.51
12/17/2020	007	Parent Donations	200.00
12/17/2020	007	Diamondbackers Sports Assoc. Donation	26,610.75
007 Total		Reagan HS	145,617.56
10/20/2020	008	Team NEISD '20	24.00
008 Total		ACE HS	24.00
10/20/2020	009	Team NEISD '20	360.00
009 Total		ISA	360.00
10/20/2020	012	Team NEISD '20/012	220.00
10/20/2020	012	Team NEISD '20/053	189.00
10/30/2020	012	NEEF Grant 2020	1,241.40
012 Total		Alternative HS	1,650.40
10/20/2020	014	Team NEISD '20	1,518.86
10/27/2020	014	Swim Program Donations	1,000.00
11/5/2020	014	NEEF Grant	4,514.60
11/10/2020	014	Willie's Grill & Icehouse Fundraiser	159.51
12/14/2020	014	Fundraiser Donations	7,500.00
014 Total		Johnson HS	14,692.97
10/13/2020	041	North Central Rotary Club Donation	500.00
10/16/2020	041	Donation to Girls Athletics	600.00
10/20/2020	041	Team NEISD '20	532.78
10/30/2020	041	NEEF Grant 2020	15,000.00
041 Total		Eisenhower MS	16,632.78
10/20/2020	042	Team NEISD '20	585.20
10/30/2020	042	NEEF Grant 2020	1,000.00
042 Total		Garner MS	1,585.20
10/20/2020	043	Team NEISD '20	414.36
10/30/2020	043	NEEF Grant 2020	4,139.85
043 Total		Krueger MS	4,554.21
10/20/2020	044	Team NEISD '20	984.00
11/4/2020	044	Donation	70.00
11/12/2020	044	Donations	85.00
11/17/2020	044	North Central Rotary Charity Fund Donation	500.00
044 Total		Nimitz MS	1,639.00
10/20/2020	045	Team NEISD '20	481.00

Date	Campus	Description	Amount
045 Total Jackson MS			481.00
10/20/2020	046	Team NEISD '20	3,098.69
046 Total White MS			3,098.69
10/20/2020	047	Team NEISD '20	617.00
047 Total Wood MS			617.00
10/20/2020	048	Team NEISD '20	1,099.00
10/21/2020	048	Parent Donation for Band	25.00
10/29/2020	048	Parent Donation for Band	60.00
10/29/2020	048	Willie's Grill & Icehouse Fundraiser	117.87
10/29/2020	048	Willie's Grill & Icehouse Fundraiser	117.87
10/29/2020	048	Willie's Grill & Icehouse Fundraiser	117.87
10/29/2020	048	Willie's Grill & Icehouse Fundraiser	117.87
10/30/2020	048	NEEF Grant 2020	9,490.00
12/10/2020	048	Apex Leadership Co. - Band-a-thon Fundraiser	10,248.01
048 Total Bradley MS			21,393.49
10/20/2020	049	Team NEISD '20	605.00
10/29/2020	049	Donation	70.00
12/17/2020	049	Donation	100.00
049 Total Driscoll MS			775.00
10/20/2020	050	Team NEISD '20	791.50
10/20/2020	050	Parent Donations for "Character Strong" Program	2,000.00
10/20/2020	050	Parent Donation for Agendas	13.00
11/10/2020	050	YourCause Donation	30.00
11/10/2020	050	Los Gueros Tacos Donation	200.00
11/10/2020	050	Los Gueros Tacos Donation	200.00
11/10/2020	050	Los Gueros Tacos Donation	200.00
11/10/2020	050	Los Gueros Tacos Donation	200.00
11/17/2020	050	Parent Donation	75.00
050 Total Bush MS			3,709.50
10/20/2020	056	Team NEISD '20	745.44
10/30/2020	056	NEEF Grant 2020	2,170.89
056 Total Tejada MS			2,916.33
10/20/2020	057	Team NEISD '20	312.00
057 Total Lopez MS			312.00
10/20/2020	058	Team NEISD '20	892.00
058 Total Harris MS			892.00
10/19/2020	059	Oriental Trading Red Ribbon Donation	649.95
10/20/2020	059	Team NEISD '20	732.00
059 Total Hill MS			1,381.95
10/20/2020	101	Team NEISD '20	232.00
10/30/2020	101	NEEF Grant 2020	6,340.00
11/12/2020	101	Donation	12.00
101 Total Castle Hills EL			6,584.00
10/20/2020	102	Team NEISD '20	308.00
102 Total Coker EL			308.00
10/20/2020	103	Team NEISD '20	531.00
10/30/2020	103	NEEF Grant 2020	8,550.00
10/30/2020	103	NEEF Grant 2020	6,020.00
11/17/2020	103	Donation	5.00
12/8/2020	103	Oliver Foundation Grant	5,000.00
12/15/2020	103	Target Grant	1,000.00

Date	Campus	Description	Amount
	103 Total	Colonial Hills EL	21,106.00
10/20/2020	104	Team NEISD '20	385.50
	104 Total	Dellview EL	385.50
10/20/2020	105	Team NEISD '20	809.57
11/18/2020	105	Donation for Staff Luncheon	440.37
	105 Total	East Terrell Hills EL	1,249.94
10/20/2020	106	Team NEISD '20	405.78
10/30/2020	106	NEEF Grant 2020	1,928.33
10/30/2020	106	NEEF Grant 2020	1,690.30
	106 Total	Harmony Hills EL	4,024.41
10/20/2020	107	Team NEISD '20	243.00
	107 Total	Jackson-Keller EL	243.00
10/20/2020	108	Team NEISD '20	293.50
10/28/2020	108	NEEF Donation for STEAM	5,000.00
	108 Total	Larkspur EL	5,293.50
10/20/2020	109	Team NEISD '20	441.00
10/30/2020	109	NEEF Grant 2020	4,000.00
	109 Total	Northwood EL	4,441.00
10/2/2020	110	Donation for Staff	500.00
10/20/2020	110	Team NEISD '20	359.00
11/18/2020	110	Coca Cola Donation	53.01
12/1/2020	110	Donation for Staff	500.00
	110 Total	Oak Grove EL	1,412.01
10/20/2020	111	Team NEISD '20	575.00
	111 Total	Olmos EL	575.00
10/20/2020	112	Team NEISD '20	129.00
	112 Total	Ridgeview EL	129.00
10/20/2020	113	Team NEISD '20	1,063.50
	113 Total	Serna EL	1,063.50
10/20/2020	114	Team NEISD '20	428.94
11/16/2020	114	Donation for Staff Luncheon	100.00
	114 Total	Walzem EL	528.94
10/20/2020	116	Team NEISD '20	165.00
	116 Total	Wilshire EL	165.00
10/20/2020	117	Team NEISD '20	387.62
	117 Total	Windcrest EL	387.62
10/20/2020	118	Team NEISD '20	183.00
12/17/2020	118	Donation	450.00
	118 Total	Camelot EL	633.00
10/20/2020	119	Team NEISD '20	348.00
11/16/2020	119	Donation	200.00
	119 Total	Clear Spring EL	548.00
10/20/2020	120	Team NEISD '20	420.00
	120 Total	Regency EL	420.00
10/20/2020	121	Team NEISD '20	1,108.00
	121 Total	El Dorado EL	1,108.00
10/20/2020	122	Team NEISD '20	265.00
	122 Total	Montgomery EL	265.00
10/20/2020	123	Team NEISD '20	277.13
	123 Total	Hidden Forest EL	277.13
10/20/2020	124	Team NEISD '20	1,014.07

Date	Campus	Description	Amount
10/30/2020	124	NEEF Grant 2020	8,364.00
	124 Total	Woodstone EL	9,378.07
10/20/2020	125	Team NEISD '20	185.00
	125 Total	Stahl EL	185.00
10/20/2020	126	Team NEISD '20	460.05
	126 Total	Thousand Oaks EL	460.05
10/20/2020	127	Team NEISD '20	1,248.70
	127 Total	Northern Hills EL	1,248.70
10/20/2020	128	Team NEISD '20	274.00
10/30/2020	128	NEEF Grant 2020	23,408.33
11/2/2020	128	Red Ribbon Week Donations	150.16
	128 Total	Redland Oaks EL	23,832.49
10/20/2020	129	Team NEISD '20	422.00
10/30/2020	129	NEEF Grant 2020	11,400.00
11/10/2020	129	Donations	40.00
12/15/2020	129	Donation	290.00
	129 Total	Encino Park EL	12,152.00
10/20/2020	130	Team NEISD '20	1,622.05
	130 Total	Fox Run EL	1,622.05
10/20/2020	131	Team NEISD '20	291.00
10/30/2020	131	NEEF Grant 2020	32,237.47
	131 Total	Oak Meadow EL	32,528.47
10/20/2020	133	Team NEISD '20	445.00
10/30/2020	133	NEEF Grant 2020	8,000.00
12/2/2020	133	National Wildlife Federation Grant	1,000.00
12/18/2020	133	Parent Donation	100.00
	133 Total	Stone Oak EL	9,545.00
10/1/2020	134	Donation for Eagle Scout Buddy Bench	142.26
10/20/2020	134	Team NEISD '20	210.00
	134 Total	Longs Creek EL	352.26
10/8/2020	135	Donation	300.00
10/20/2020	135	Team NEISD '20	1,159.50
	135 Total	Huebner EL	1,459.50
10/20/2020	136	Team NEISD '20	533.00
10/30/2020	136	NEEF Grant 2020	12,130.00
12/8/2020	136	YourCause Donation	96.00
12/18/2020	136	PTA Donation for Holiday Craft	239.06
	136 Total	Hardy Oak EL	12,998.06
10/20/2020	137	Team NEISD '20	509.00
11/4/2020	137	Donations	150.00
	137 Total	Wetmore EL	659.00
10/20/2020	138	Team NEISD '20	222.50
11/6/2020	138	Donation	300.00
	138 Total	Royal Ridge EL	522.50
10/20/2020	139	Team NEISD '20	480.50
	139 Total	Roan Forest EL	480.50
10/20/2020	140	Team NEISD '20	542.00
10/27/2020	140	Allstate Grant	1,000.00
11/6/2020	140	Wells Fargo Giving Fund Grant	30.00
	140 Total	Canyon Ridge EL	1,572.00
10/20/2020	141	Team NEISD '20	418.00

Date	Campus	Description	Amount
12/4/2020	141	Donation for Snacks	20.00
141 Total		Steubing Ranch EL	438.00
10/20/2020	142	Team NEISD '20	1,043.08
10/30/2020	142	NEEF Grant 2020	8,675.00
12/10/2020	142	Donation	200.29
142 Total		Bulverde Creek EL	9,918.37
10/6/2020	143	Donation	260.00
10/20/2020	143	Team NEISD '20	437.00
10/30/2020	143	NEEF Grant 2020	3,586.64
11/12/2020	143	Donation	150.00
11/18/2020	143	PTA Donation	3,460.00
12/7/2020	143	Donations	500.00
143 Total		Wilderness Oak EL	8,393.64
10/6/2020	144	Donation for Student Agendas	10.00
10/20/2020	144	Team NEISD '20	511.00
10/22/2020	144	DPC Midstream Donation	100.00
10/30/2020	144	NEEF Grant 2020	2,497.08
12/8/2020	144	Donation for Teacher Appreciation	150.00
144 Total		Tuscany Heights EL	3,268.08
10/20/2020	145	Team NEISD '20	330.00
145 Total		Cibolo Green EL	330.00
10/20/2020	146	Team NEISD '20	531.90
146 Total		Las Lomas EL	531.90
10/20/2020	147	Team NEISD '20	260.00
10/30/2020	147	NEEF Grant 2020	2,175.00
11/12/2020	147	Donation	103.48
147 Total		Vineyard Ranch EL	2,538.48
10/16/2020	302	Donation	200.00
12/4/2020	302	Donation	8,000.00
302 Total		Krueger School of Applied Tech	8,200.00
10/30/2020	306	NEEF Grant 2020	4,317.77
306 Total		DATA @ White MS	4,317.77
11/5/2020	405	NEEF Grant	4,165.04
12/10/2020	405	Alamo Cement Donation	1,895.73
405 Total		Automotive Technology Academy	6,060.77
Grand Total		Campus Activity Funds	592,237.43

Q2 Student Activity Funds

10/6/2020	001	North Central Rotary Donation	500.00
11/19/2020	001	Donation for Performer's Academy	383.11
001 Total			883.11
10/19/2020	002	Snap Raise Donations	5,506.50
10/19/2020	002	Meand3Creations Donation	100.00
10/29/2020	002	Mattress Fundraiser Donations	2,840.00
002 Total			8,446.50
10/2/2020	003	Donations for Pink Out	1,000.00
10/19/2020	003	Donations for Pink Out	161.00
10/21/2020	003	Donations for Pink Out	67.63
11/4/2020	003	Campus Box Media Donation	62.50
12/16/2020	003	Band Parent Assoc. Donation	572.00

Date	Campus	Description	Amount
12/17/2020	003	Band Parent Assoc. Donation	160.00
003 Total			2,023.13
12/9/2020	004	Food Drive Donations	70.00
12/16/2020	004	Donation	500.00
12/16/2020	004	Donation	500.00
004 Total			1,070.00
10/7/2020	005	Donations for Ads	168.48
10/21/2020	005	SA Northeast Rotary Club Donation	500.00
10/21/2020	005	NEEF Donation for Agriculture	10,000.00
11/11/2020	005	PledgeCents Fundraising	53.35
11/19/2020	005	Donation	99.36
11/19/2020	005	Donations	100.00
12/9/2020	005	Donation for Campus Food Bank	400.00
12/17/2020	005	WeFund4U Donations	1,784.30
005 Total			13,105.49
10/19/2020	007	Mu Alpha Theta Donation	271.83
10/26/2020	007	Campus Box Media Donation	232.00
10/26/2020	007	Security Service FCU Donation	1,000.00
12/17/2020	007	Parent Donations for Agenda Books	4,059.30
007 Total			5,563.13
10/5/2020	009	Donations for Art Kits	352.00
11/6/2020	009	Donations	165.62
11/18/2020	009	Donations	70.00
12/1/2020	009	Donations	522.18
12/17/2020	009	Donations	50.00
009 Total			1,159.80
10/20/2020	014	CTJ Band Parents Assoc. Donation	1,230.00
11/4/2020	014	Theatre Booster Club Donation	1,350.00
11/17/2020	014	Schertz Cibolo Emergency Center Donation	15.00
11/17/2020	014	Jaguar Spirit Club Donation	928.15
12/8/2020	014	CTJ Band Parents Assoc. Donation	3,850.00
12/8/2020	014	Jaguar Spirit Club Donation	1,044.00
12/14/2020	014	Mod Pizza Fundraiser	55.87
12/14/2020	014	Jaguar Spirit Club Donation	1,750.00
12/14/2020	014	Sutherland Donation	75.00
014 Total			10,298.02
11/4/2020	044	PTA Donation	100.00
11/4/2020	044	PTA Donation	100.00
12/4/2020	044	PTA Donation	100.00
12/4/2020	044	Ecorise Youth Innovations Grants	1,889.15
044 Total			2,189.15
12/10/2020	048	National Wildlife Federation Mini-Grant	1,500.00
048 Total			1,500.00
11/10/2020	050	Los Gueros Tacos Donation	200.00
050 Total			200.00
10/6/2020	056	Ali Baba Market Donation	101.00
10/22/2020	056	Parent Donation	20.00
056 Total			121.00
11/16/2020	104	Donations for Angel Fund	125.00
12/4/2020	104	Donations for Holiday Meals	2,522.50
104 Total			2,647.50

Date	Campus	Description	Amount
12/4/2020	116	Donations for Wilshire Angel	220.00
12/16/2020	116	Donations for Wilshire Angel	50.00
12/16/2020	116	Donations for Wilshire Angel	35.00
116 Total			305.00
12/2/2020	117	Windcrest Garden Club Donation	400.00
117 Total			400.00
12/4/2020	125	Monarch Hero's Grant	1,500.00
125 Total			1,500.00
12/15/2020	129	Donation	100.00
129 Total			100.00
10/13/2020	145	Donation for 2020 Champions Run the Earth 5K	6.68
145 Total			6.68
12/29/2020	303	Bentley Systems Grant	236.97
303 Total			236.97
12/3/2020	400	Donations for Dance	600.00
400 Total			600.00
10/1/2020	408	Donation	1,000.00
11/6/2020	408	Donation	1,000.00
11/6/2020	408	Donation	100.00
11/6/2020	408	Donation	450.00
408 Total			2,550.00
Grand Total Student Activity Funds			54,905.48

Total Activity Funds - 2nd Quarter	647,142.91
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General Fund & Other

10/2/2020	Donation to McKinney Vento for Hotspots	5,000.00
10/2/2020	Pruiett Scholarship Donation - Churchill	1,800.00
10/16/2020	Performer's Academy - Reagan HS	7,000.00
10/16/2020	Performer's Academy - Johnson HS	3,705.56
10/16/2020	McCarty Scholarship Donation - Churchill	984.00
10/23/2020	NEEF Team NEISD Donation to NETS	45.00
10/23/2020	NEEF Team NEISD Donation to Pre-K Academy at West Ave.	96.00
11/13/2020	Performer's Academy - Reagan HS	7,000.00
11/20/2020	Donations for Student Lunches	49.60
11/30/2020	Donations for Student Lunches	1,834.64
11/30/2020	Donations for Student Lunches	90.45
12/3/2020	Donation from US Swimming	10,000.00
12/4/2020	Performer's Academy - Johnson HS	5,926.39
12/4/2020	Donation to McKinney Vento	75.00
12/4/2020	Donations for Student Lunches	55.52
12/11/2020	Performer's Academy - Reagan HS	7,000.00
12/17/2020	Performer's Academy - Johnson HS	5,925.92
Grand Total General Fund & Other		56,588.08

Total Cash Donations - All Funds 2nd Quarter	703,730.99
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Date	Campus	Description	Amount
Non-Cash Donations			
10/5/2020	136	HEB - Gift Cards	200.00
10/5/2020	829	Walmart Gift Cards for School Aged Parenting	200.00
10/8/2020	041	DonorsChoose - 18 Chromebooks for Science Students	4,598.00
10/23/2020	303	Nora Hampton - Legos for STEM Students	800.00
10/26/2020	049	Justin Morgan - Alto Saxophone	1,500.00
10/30/2020	130	Walmart - School Supplies	922.00
11/1/2020	057	Lopez MS PTA - Pies for Staff for Thanksgiving	800.00
11/3/2020	405	Sonia G. Flores - 2002 Lexus GS	1,500.00
11/6/2020	130	Walmart - School Supplies	1,283.00
11/15/2020	405	Consolidated Electrical Distributors - Construction Materials	1,547.00
12/10/2020	045	Gregory & Gretchen Hokenson - Dryer for ALE	300.00
12/14/2020	830	HEB Gift Cards for McKinney - Vento	500.00
12/17/2020	045	Whataburger - Staff Holiday Meeting	300.00
12/17/2020	830	Walmart Gift Cards for McKinney - Vento	200.00



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Dan Villarreal
Jesse Luna, Director
Procurement & eCommerce

Subject: \$50,000 Purchases

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Texas Education Code §44.031 requires all school district contracts, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of the methods listed in the Code providing the best value for the district. Board Policy CH (LOCAL) states, "The Board delegates to the Superintendent or designee the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services costing \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place."

ADMINISTRATIVE CONSIDERATION

The purpose of this consent item is to ask for Board authorization to expend funds for previously approved budgeted expenditures for 2020-2021, which meet or exceed \$50,000 from the attached listed vendors. The attachment reflects categories of purchases, vendor names, descriptions of goods or services and estimated 2020-2021 expenditures. These purchases comply with applicable bid laws. The attachment includes estimated aggregate expenditures exceeding \$50,000 during the school year. By approving this consent item, each approved budgeted item will not have to be presented again, saving considerable time and resources.

BUDGETARY CONSIDERATION

The estimated expenditure amounts are budgeted in various District accounts which were approved at the Board of Trustees meeting on June 22, 2020. Funds being expended include general funds, bond funds, grant funds, special revenue funds, internal service funds and enterprise funds.

ADMINISTRATIVE RECOMMENDATION

The Superintendent recommends the Department of Procurement & eCommerce be authorized to expend funds listed in the attachment for fiscal year 2020-2021.

BOARD ACTION REQUIRED

Approval/Disapproval

ATTACHMENT
BUDGETED PURCHASES OF GOODS OR SERVICES COSTING \$50,000 OR MORE
NEISD BOARD MEETING FEBRUARY 8, 2021

Category	Vendor(s) Name	Description of Goods/Services	Estimated Expenditures 2019-2020	Bid Compliance
Curriculum & Instruction	Pacific Learning	Bilingual/ESL Books	\$100,000	01-21



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary

Subject: Parking Agreement at
Heroes Stadium with The
Multi-Assistance Center at
Morgan's Wonderland (MAC)
(Construction Phase)

Related Page(s): Parking Agreement

CONSENT ITEM

BACKGROUND INFORMATION

MAC is a Texas non-profit corporation that intends to construct and operate a facility at Morgan's Wonderland in San Antonio, Texas, that will be a one-stop focal point for special needs individuals to obtain various categories of health and social services such individuals frequently need. North East ISD entered into an agreement in December 2018 with MAC to lease parking at the Heroes Stadium Complex once the facility has reached substantial completion. The agreement before you will allow for MAC's contractors to use a portion of the parking at Heroes Stadium during the construction phase through substantial completion on April 30, 2022.

BUDGETARY CONSIDERATION

MAC will pay the District \$5k for the use of District parking through April 30, 2022.

ADMINISTRATIVE RECOMMENDATION

It is recommended the Board of Trustees approve the Agreement with The Multi-Assistance Center at Morgan's Wonderland, a Texas non-profit corporation.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary
Garrett Sullivan
Executive Director, CM&E

Subject: 2015 Bond North East Institute for Cybersecurity and Innovation Facility Renovations Project Bid Award Approval

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

Bids were received for the 2015 Bond North East Institute for Cybersecurity and Innovation Facility Renovations Project on Jan. 19, 2021 at 2 p.m. in Room 317 of the North East ISD Richard A. Middleton Education Center. The District's Construction Planning and Design Department assisted by KNRG Architects represents the professional consulting team for this project. The District purchased the vacant Walmart Facility on Nacogdoches (near MacArthur High School) with 2015 Bond Program Global Contingency funds for the purpose of establishing the North East Institute for Cybersecurity and Innovation (I-CSI) as a new curriculum offering within the District's Career & Technical Education (CTE) Program. Full renovation of the vacant Walmart Facility into the District's Institute for Cybersecurity and Innovation will be completed in several construction phases due to funding availability. Construction work on Phases 1 and 2, which consists of two security operations center classrooms, two instructional classrooms, a collaborative learning area, the main entry lobby, administration support area, and student restrooms will be completed for the start of the Aug. 2021 school year. Phases 3 and 4 will be completed as funding becomes available either through the Maintenance & Operations (M&O) budget, a future bond program, and/or potentially other funding sources.

ADMINISTRATIVE CONSIDERATION

This project was initially approved by the Board of Trustees for inclusion in the 2015 Bond Program on Sep. 14, 2020 (Phase 1) and then revised to include Phase 2 on Nov. 9, 2020.

BUDGETARY CONSIDERATION

The budget for Phase 1 and 2 for this I-CSI project is split-funded between the 2015 Bond (\$2,000,000.00), M&O (\$1,350,000.00), and CTE Grant funds (\$200,000.00) for a total program budget of \$3,550,000.00. Construction costs estimates through the completion of the design development phase equaled \$2,745,000.00. The "Best Value" bid totaled \$1,955,000.00 (which represents the low bid from 19 bidders).

RECOMMENDATION

The Executive Director of Construction Management and Engineering, District staff, and project consultants (KNRG Architects and MEP Engineering) recommend for the District to award a construction contract to CGC General Contractors for a total bid cost of \$1,955,000.00 which includes a project contingency of \$125,000.00 to construct the North East Institute for Cybersecurity and Innovation Facility Renovations Project. It is further recommended that the Board of Trustees grant the Superintendent, Associate Superintendent for Operations, and the Executive Director of Construction Management and Engineering authority to execute this contract.

BOARD ACTION REQUIRED

Approval/Disapproval

**BID TAB: NORTH EAST INSTITUTE FOR CYBERSECURITY AND INNOVATION FACILITY RENOVATIONS PROJECT
RFCSP NO. 35-21 BID DATE: JAN. 19, 2021 @ 2:00 PM**

Consultants: North East ISD Construction Planning and Design Department KNRG Architects and MEP Engineering		
Bidder #	General Contractor	Project Bid Cost
1	CGC General Contractors, Inc.	\$ 1,955,000.00
2	Dawson Construction, LLC	\$ 1,986,543.00
3	Workman Commercial Construction Services, Ltd.	\$ 1,991,683.00
4	Satterfield & Pontikes Construction, Inc.	\$ 2,028,000.00
5	W.R. Griggs Construction Co., Inc.	\$ 2,049,300.00
6	Joeris General Contractors, Ltd.	\$ 2,058,000.00
7	R.L. Rohde General Contracting, Inc.	\$ 2,064,610.00
8	Ben Reyna Contracting, Inc.	\$ 2,082,727.00
9	Baron-Long Construction, Ltd.	\$ 2,090,000.00
10	Marksmen General Contractors	\$ 2,100,000.00
11	Stoddard Construction Management, Inc.	\$ 2,100,000.00
12	Tejas Premier Building Contractor, Inc.	\$ 2,121,495.00
13	Bandy Constructors, Inc.	\$ 2,121,666.00
14	Waterman Construction, LLC	\$ 2,148,250.00
15	Turner Construction Co.	\$ 2,149,316.00
16	Cadence McShane Construction Co., LLC	\$ 2,150,000.00
17	Summit Building & Design	\$ 2,232,000.00
18	Henock Construction, LLC	\$ 2,360,000.00
19	LMC Corporation General Contractors	\$ 2,514,916.00
Board-Approved Budget = \$2,745,000		



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary
Garrett J. Sullivan,
Executive Director, CM&E

Subject: 2021 Annual Construction Prevailing Wage Rates
Approval for North East ISD Construction Programs

Related Page(s): Attachments

CONSENT ITEM

BACKGROUND INFORMATION

The Construction Prevailing Wage Rates used for the execution of the District's Bond-funded and Maintenance & Operations-funded construction programs were previously revised on February 10, 2020. Board Policy CV (Legal) stipulates that the Board's determination of the general prevailing rates of per diem wages shall be final (Government Code 2258.022) and serves as the minimum wage to be paid to construction workers by contractors performing work for the District. The Construction Prevailing Wage Rates included as Attachment 1, will be effective until Feb. 7, 2022 and reflect current labor market conditions in the San Antonio area. A comparison of the 2020 and new 2021 North East ISD Construction Prevailing Wage Rates is included as Attachment 2.

ADMINISTRATIVE CONSIDERATION

Adoption of revised Construction Prevailing Wage Rates for the District's construction programs requires approval by the Board of Trustees.

BUDGETARY CONSIDERATION

Funding for North East ISD construction projects is provided by multiple sources including the District's Maintenance & Operations and 2015 Bond Programs.

RECOMMENDATION

It is recommended for the Board of Trustees to adopt the 2020 Annual Construction Prevailing Wage Rates, as shown in Attachment 1 for the North East ISD Construction Programs.

BOARD ACTION REQUIRED

Approval/Disapproval

**ATTACHMENT 1 - 2021 MINIMUM HOURLY WAGE RATE DETERMINATION
FOR NORTH EAST INDEPENDENT SCHOOL DISTRICT BUILDING CONSTRUCTION**

Item #	Standard Occupation Classification Code	Trade Classification	2021 Wage Rate
1	37-3011	Landscaping and Grounds Keeping Workers	\$14.00
2	47-2021	Brick and Block Masons	\$27.15
3	47-2022	Stonemasons	\$18.17
4	47-2031	Carpenters	\$19.68
5	47-2041	Carpet Installers	\$16.31
6	47-2042	Floor Layers - except Carpet, Wood, and Hard Tiles	\$20.73
7	47-2043	Floor Sanders and Finishers	\$21.30
8	47-2044	Tile and Marble Setters	\$14.61
9	47-2051	Cement Masons and Concrete Finishers	\$17.93
10	47-2053	Terrazzo Workers and Finishers	\$17.17
11	47-2061	Construction Laborers	\$15.76
12	47-2071	Paving, Surfacing, and Tamping Equipment Operators	\$19.31
13	47-2073	Operating Engineers and Other Construction Equipment Operators	\$19.39
14	47-2081	Drywall and Ceiling Tile Installers	\$19.45
15	47-2082	Tapers	\$29.59
16	47-2111	Electricians	\$23.65
17	47-2121	Glaziers	\$17.84
18	47-2131	Insulation Workers - Floor, Ceiling, and Wall	\$20.78
19	47-2132	Insulation Workers, Mechanical	\$22.39
20	47-2141	Painters, Construction and Maintenance	\$17.63
21	47-2151	Pipe Layers	\$16.01
22	47-2152	Plumbers, Pipefitters, and Steamfitters	\$21.71
23	47-2161	Plasterers and Stucco Masons	\$16.51
24	47-2171	Reinforcing Iron and Rebar Workers	\$25.41
25	47-2181	Roofers	\$16.08
26	47-2211	Sheet Metal Workers	\$19.74
27	47-2221	Structural Iron and Steel Workers	\$21.97
28	47-3011	Helpers - Brick & Block Masons, Stonemasons, and Tile/Marble Setters	\$17.44
29	47-3012	Helpers - Carpenters	\$15.12
30	47-3013	Helpers - Electricians	\$16.28
31	47-3014	Helpers - Painters, Paperhangers, Plasterers, and Stucco Masons	\$17.94
32	47-3015	Helpers - Pipe Layers, Plumbers, Pipefitters, and Steamfitters	\$14.04
33	47-3016	Helpers - Roofers	\$13.27
34	47-3019	Helpers - Construction Trades, All Others	\$16.10
35	47-4011	Construction and Building Inspectors	\$26.22
36	47-4021	Elevator Installers and Repairers	\$36.94
37	47-4099	Construction and Related Workers, All Others	\$19.30
38	47-5022	Excavating and Loading Machine and Dragline Operators	\$19.82
39	47-5097	Earth Drillers, except Oil and Gas	\$21.12
40	49-2022	Telecommunications Equipment Installers and Repairers (except Line Installers)	\$24.21
41	49-2098	Security and Fire Alarm Systems Installers	\$22.87
42	49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	\$24.07
43	49-9052	Telecommunications Line Installers and Repairers	\$26.70
44	51-2041	Structural Metal Fabricators and Fitters	\$18.87
45	51-4121	Welders, Cutters, Solderers, and Brazers	\$21.45
46	53-3032	Truck Drivers, Heavy and Tractor-Trailer	\$20.54
47	53-3033	Light Truck or Delivery Services Drivers	\$19.36
48	53-7021	Crane and Tower Operators	\$25.54
49	53-7051	Industrial Truck and Tractor Operators	\$16.08

**ATTACHMENT 2 - 2021 MINIMUM HOURLY WAGE RATE DETERMINATION
FOR NORTH EAST INDEPENDENT SCHOOL DISTRICT BUILDING CONSTRUCTION**

Item #	Standard Occupation Classification Code	Trade Classification	2021 Wage Rate	2020 Wage Rate	Annual Change (\$)
1	37-3011	Landscaping and Grounds Keeping Workers	\$14.00	\$14.14	(\$0.14)
2	47-2021	Brick and Block Masons	\$27.15	\$23.37	\$3.78
3	47-2022	Stonemasons	\$18.17	\$19.62	(\$1.45)
4	47-2031	Carpenters	\$19.68	\$19.70	(\$0.02)
5	47-2041	Carpet Installers	\$16.31	\$16.32	(\$0.01)
6	47-2042	Floor Layers - except Carpet, Wood, and Hard Tiles	\$20.73	\$20.10	\$0.63
7	47-2043	Floor Sanders and Finishers	\$21.30	\$20.21	\$1.09
8	47-2044	Tile and Marble Setters	\$14.61	\$15.15	(\$0.54)
9	47-2051	Cement Masons and Concrete Finishers	\$17.93	\$17.25	\$0.68
10	47-2053	Terrazzo Workers and Finishers	\$17.17	\$17.96	(\$0.79)
11	47-2061	Construction Laborers	\$15.76	\$15.58	\$0.18
12	47-2071	Paving, Surfacing, and Tamping Equipment Operators	\$19.31	\$19.75	(\$0.44)
13	47-2073	Operating Engineers and Other Construction Equipment Operators	\$19.39	\$19.03	\$0.36
14	47-2081	Drywall and Ceiling Tile Installers	\$19.45	\$20.19	(\$0.74)
15	47-2082	Tapers	\$29.59	\$22.29	\$7.30
16	47-2111	Electricians	\$23.65	\$23.63	\$0.02
17	47-2121	Glaziers	\$17.84	\$17.94	(\$0.10)
18	47-2131	Insulation Workers - Floor, Ceiling, and Wall	\$20.78	\$20.14	\$0.64
19	47-2132	Insulation Workers, Mechanical	\$22.39	\$22.09	\$0.30
20	47-2141	Painters, Construction and Maintenance	\$17.63	\$17.24	\$0.39
21	47-2151	Pipe Layers	\$16.01	\$15.86	\$0.15
22	47-2152	Plumbers, Pipefitters, and Steamfitters	\$21.71	\$21.62	\$0.09
23	47-2161	Plasterers and Stucco Masons	\$16.51	\$22.09	(\$5.58)
24	47-2171	Reinforcing Iron and Rebar Workers	\$25.41	\$24.37	\$1.04
25	47-2181	Roofers	\$16.08	\$15.89	\$0.19
26	47-2211	Sheet Metal Workers	\$19.74	\$19.72	\$0.02
27	47-2221	Structural Iron and Steel Workers	\$21.97	\$21.30	\$0.67
28	47-3011	Helpers - Brick & Block Masons, Stonemasons, and Tile/Marble Setters	\$17.44	\$16.01	\$1.43
29	47-3012	Helpers - Carpenters	\$15.12	\$14.69	\$0.43
30	47-3013	Helpers - Electricians	\$16.28	\$15.93	\$0.35
31	47-3014	Helpers - Painters, Paperhangers, Plasterers, and Stucco Masons	\$17.94	\$17.60	\$0.34
32	47-3015	Helpers - Pipe Layers, Plumbers, Pipefitters, and Steamfitters	\$14.04	\$13.30	\$0.74
33	47-3016	Helpers - Roofers	\$13.27	\$13.95	(\$0.68)
34	47-3019	Helpers - Construction Trades, All Others	\$16.10	\$17.08	(\$0.98)
35	47-4011	Construction and Building Inspectors	\$26.22	\$25.09	\$1.13
36	47-4021	Elevator Installers and Repairers	\$36.94	\$33.61	\$3.33
37	47-4099	Construction and Related Workers, All Others	\$19.30	\$19.49	(\$0.19)
38	47-5022	Excavating and Loading Machine and Dragline Operators	\$19.82	\$19.52	\$0.30
39	47-5097	Earth Drillers, except Oil and Gas	\$21.12	\$21.85	(\$0.73)
40	49-2022	Telecommunications Equipment Installers and Repairers (except Line Installers)	\$24.21	\$24.23	(\$0.02)
41	49-2098	Security and Fire Alarm Systems Installers	\$22.87	\$23.16	(\$0.29)
42	49-9021	Heating, Air Conditioning, and Refrigeration Mechanics and Installers	\$24.07	\$22.50	\$1.57
43	49-9052	Telecommunications Line Installers and Repairers	\$26.70	\$27.60	(\$0.90)
44	51-2041	Structural Metal Fabricators and Fitters	\$18.87	\$20.55	(\$1.68)
45	51-4121	Welders, Cutters, Solderers, and Brazers	\$21.45	\$17.44	\$4.01
46	53-3032	Truck Drivers, Heavy and Tractor-Trailer	\$20.54	\$21.38	(\$0.84)
47	53-3033	Light Truck or Delivery Services Drivers	\$19.36	\$19.75	(\$0.39)
48	53-7021	Crane and Tower Operators	\$25.54	\$24.73	\$0.81
49	53-7051	Industrial Truck and Tractor Operators	\$16.08	\$16.05	\$0.03



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary
Garrett Sullivan
Executive Director, CM&E

Subject: District-Wide Indefinite Delivery Quantity (IDQ) Portable
Building Relocation and Related Work Services Contract
Bid Authorization Approval

Related Page(s): None

CONSENT ITEM

BACKGROUND INFORMATION

North East Independent School District currently owns and maintains 228 portable classroom buildings throughout the District. Use of an IDQ Portable Building Relocation and Related Work Services Contract provides a quick-response contracting vehicle to move and relocate these portable classroom buildings to support campus enrollment changes, adjusted classroom capacity requirements, or future bond-funded construction projects. The planned term for this IDQ contract is five years, which includes a base year and four additional option years, renewable on an annual basis.

BUDGETARY CONSIDERATION

Funds for this contract are allocated within the Engineering Department's Maintenance and Operations Contracted Services Account. Expenditures to the District-Wide IDQ Portable Building Relocation and Related Work Services Contract shall not exceed the \$750,000.00 annual budget.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the solicitation of bids for the District-Wide IDQ Portable Building Relocation and Related Work Services Contract using the Request for Competitive Sealed Proposal bid delivery method.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary
Garrett Sullivan
Executive Director, CM&E

Subject: District-Wide Indefinite Delivery Quantity (IDQ) Roofing
Repairs and Roof-Related Work Services Contract
Bid Authorization Approval

Related Page(s): None

CONSENT ITEM

BACKGROUND INFORMATION

North East Independent School District operates approximately 80 campuses and/or separate facilities with over 10,000,000 square feet of roof surface. The District-Wide IDQ Roofing Repairs and Roof-Related Work Services Contract is a quick-response contracting vehicle to provide high-priority response to conduct roof repairs throughout the District.

BUDGETARY CONSIDERATION

Funds for this contract are allocated within the Engineering Department's Maintenance and Operations Contracted Services Account. Expenditures to the District-Wide IDQ Roofing Repairs and Roof-Related Work Services Contract shall not exceed the \$600,000.00 annual budget.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the solicitation of bids for the District-Wide IDQ Roofing Repairs and Roof-Related Work Services Contract using the Request for Competitive Sealed Proposal bid delivery method.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary
Garrett Sullivan
Executive Director, CM&E

Subject: 2016 Hail Damage Program Year 3 Re-Roofing
and Roof-Related Project (2 Campuses)
Bid Authorization Approval

Related Page(s): None

CONSENT ITEM

BACKGROUND INFORMATION

A previous bid to address hail damage and provide roofing repairs through use of an exterior coating system application at East Terrell Hills and Ridgeview Elementary Schools has been cancelled due to deteriorating roofing conditions at both school facilities and increased roof blistering issues – use of a roof coating system to affect the repairs is no longer an appropriate option. The best long-term solution for these campuses is a roof replacement of the hail-impacted roof areas. The roof replacement areas identified for these campuses equals 57,945 square feet (East Terrell Hills) and 48,069 square feet (Ridgeview).

ADMINISTRATIVE CONSIDERATION

This is an approved project within the 2016 Hail Damage Insurance Claim.

BUDGETARY CONSIDERATION

Funds for the 2016 Hail Damage Program Roofing Repair and Replacement Projects are provided by the District's Insurance Carrier (FM Global) through the hail damage claim. The 2016 Roofing Hail Damage Contingency Funds Program account currently totals \$3,756,336.28. The Board-approved construction budget for the 2016 Hail Damage Program Year 3 Re-Roofing and Roof-Related Project (2 Campuses) equals \$2,683,743.00. Construction cost estimates, through the completion of the project design phase, for both roof replacement projects equals \$2,559,505.00.

RECOMMENDATION

It is recommended that the Board of Trustees authorize the solicitation of bids for the 2016 Hail Damage Program Year 3 Re-Roofing and Roof-Related Project (2 Campuses) using the Request for Competitive Sealed Proposal bid delivery method.

BOARD ACTION REQUIRED

Approval/Disapproval



NORTH EAST INDEPENDENT SCHOOL DISTRICT

Date: February 8, 2021

Presenter: Ron Clary
Garrett Sullivan
Executive Director, CM&E

Subject: Professional Services Contracts, Construction Contracts,
and Related Contract Amendments Supporting the 2015
Bond and Maintenance & Operations (M&O) Program
Design & Construction Requirements

Related Page(s): Attachment

CONSENT ITEM

BACKGROUND INFORMATION

The Board of Trustees approved the appointment of Principal Consultants for the 2015 Bond Program on Feb. 8, 2016. Bond projects require supporting professional services contracts to perform: (1) architectural and landscape architectural services; (2) acoustical, civil, code review, fire protection, food service, mechanical-electrical-plumbing, roofing, and structural engineering services; (3) technology services; (4) geotechnical investigations; (5) material testing services; (6) test-balance-commissioning services; and (7) post-construction investigative reviews.

ADMINISTRATIVE CONSIDERATION

These professional services contracts, construction contracts, and related contract amendments support the development and construction of approved projects included in the 2015 Bond and M&O Programs. Contracts and contract amendments exceeding \$50,000.00 in value must be approved by the Board of Trustees.

BUDGETARY CONSIDERATION

Funding for these professional services contracts, construction contracts, and related contract amendments are included in the 2015 Bond and M&O Programs.

ADMINISTRATIVE RECOMMENDATION

It is recommended for the Board of Trustees to approve the Professional Services Contracts, Construction Contracts, and Related Contract Amendments in support of the 2015 Bond and M&O Programs (see Attachment). It is further recommended for the Board of Trustees to grant the Superintendent, the Associate Superintendent for Operations, and the Executive Director of Construction Management and Engineering authority to execute the contracts.

BOARD ACTION REQUIRED

Approval/Disapproval

ATTACHMENT

PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS 2015 Capital Improvement Bond Program - Feb. 8, 2021								
Program	Project	Consultant or Construction Contract Award Date	Bid Description	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
2015-Bond	Churchill HS Artificial Turf Football Field / Project # 3.3	8-Feb-21	Repair Small Sink Hole which Formed @ 27-29 Yard Line Area (TASB BuyBoard Bid # 81-16)	FieldTurf USA, Inc.	\$ 3,595.00	\$ 3,595.00	\$ -	\$ 3,595.00
2015-Bond	MacArthur HS All-Weather Surface Track / Project # 3.3	8-Feb-21	Track Repair Services (TASB BuyBoard Bid # 560-18)	Benyon Sports Surfaces	\$ 20,210.00	\$ 20,210.00	\$ -	\$ 20,210.00
2015-Bond	Nimitz MS Fine Arts Additions and Renovations / Project # 4.9	8-Feb-21	Correct Existing ADA Handicap Parking Space Notice of Violation	F.A. Nunnely Construction and Pro-Line Paving	\$ 4,500.00	\$ 4,500.00	\$ -	\$ 4,500.00
2015-Bond	BAC Natatorium Upgrades Project # 4.1	8-Feb-21	Repair and Resurface North End of Parking Lot adjacent to the Josh Davis Natatorium and Soccer Fields (JOC General Building Repairs and Renovations Bid # 22-21)	Ace Co.	\$ 84,442.00	\$ 101,070.00	\$ 4,866.00	\$ 105,936.00
2015-Bond	Churchill High School Facility Additions and Renovations Project # 5.5	8-Feb-21	Reroute 2" and 4" Roof Vents to Extend Above Secondary Roof Line (JOC General Building Repairs and Renovations Bid # 22-21)	Comfort-Air Engineering	\$ 3,650.00	\$ 3,650.00	\$ -	\$ 3,650.00
2015-Bond	Transportation North Drainage Basin Replacement Project # 8.14	8-Feb-21	Material Testing Consulting Services	Raba-Kistner Consultants	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
2015-Bond	CTE Institute for Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Material Testing Consulting Services	Terracon Consultants	\$ 3,100.00	\$ 3,100.00	\$ -	\$ 3,100.00
2015-Bond	CTE Institute for Cybersecurity and Innovation / Project # 9.13	8-Feb-21	Test-Balance-and-Commissioning Consulting Services	Engineered Air Balance	\$ 11,785.00	\$ 11,785.00	\$ -	\$ 11,785.00
2015 Bond Program Contract Adjustments (This Period)					\$ 133,782.00	\$ 150,410.00	\$ 4,866.00	\$ 155,276.00
M&O Program	Regency Place Elementary School	8-Feb-21	Repair Backflow Preventors (Domestic Water, Fire, and Irrigation) Damaged by Vehicular Accident (JOC General Building Repairs and Renovations Bid # 22-21)	Satterfield & Pontikes Construction	\$ 84,240.00	\$ 84,240.00	\$ -	\$ 84,240.00

ATTACHMENT

**PROFESSIONAL SERVICES CONTRACTS, CONSTRUCTION CONTRACTS, AND RELATED CONTRACT AMENDMENTS
2015 Capital Improvement Bond Program - Feb. 8, 2021**

Program	Project	Consultant or Construction Contract Award Date	Bid Description	Professional Services Consulting Firm or General Contractor or Service Vendor	Original Contract Value (Board Award)	Current Contract Value	Contract Amendment	New Contract Value
M&O Program	Regency Place Elementary School	8-Feb-21	Repair Landscaped Areas and Irrigation System adjacent to Backflow Preventors Damaged by Vehicular Accident and Install Several Rock Boulders to Protect Backflow Preventor Systems (JOC General Building Repairs and Renovations Bid # 22-21)	Satterfield & Pontikes Construction and R&C Landscape LLC	\$ 15,372.19	\$ 15,372.19	\$ -	\$ 15,372.19
M&O Program	Regency Place Elementary School	8-Feb-21	Provide Insulation Blanket for Newly Installed Backflow Preventors (TASB BuyBoard Bid # 11-20)	Orange County Thermal Industries, Inc.	\$ 4,839.40	\$ 4,839.40	\$ -	\$ 4,839.40
M&O Program	Driscoll Middle School Sanitary Sewer Easement Appraisal	8-Feb-21	Provide an Appraisal for the Proposed Driscoll Middle School Sanitary Sewer Easement Request from SAWS	Stouffer & Associates	\$ 2,750.00	\$ 2,750.00	\$ -	\$ 2,750.00
M&O Program	Wood Middle School Football Field Bleacher Upgrades	8-Feb-21	Provide New Concrete Flatwork at Football Bleacher Area (Includes Sidewalks, Circulation Areas, and Accessible Ramp) and Base Material for Bleacher Pad Areas (JOC General Building Repairs and Renovations Bid # 22-21)	SCI Enterprises, LLC	\$ 29,226.00	\$ 29,226.00	\$ -	\$ 29,226.00
M&O Program	Wood Middle School Football Field Bleacher Upgrades	8-Feb-21	Purchase and Install New 5-Row Aluminum Bleachers for Football Field Area (2 Bleacher Assemblies at 63 ft in length and 2 Bleacher Assemblies at 21 ft in length) (TASB BuyBoard Bid # 592-19)	SturdiSteel	\$ 44,640.00	\$ 44,640.00	\$ -	\$ 44,640.00
District Maintenance & Operations Program Adjustments (This Period)					\$ 181,067.59	\$ 181,067.59	\$ -	\$ 181,067.59
2016 Hail Damage Program	Hail Damage Roof Repair and Replacement Year 3 Bid Package 3 Facilities (Castle Hills Elementary School)	11-May-20	Construction Contract Change Order 1. Provide Roof Cap Sheet @ Roof Sections D1 and D2 2. Provide Blister Repairs @ Roof Sections C1, C2, C3, E1, F1, and F2	Brazos Urethane, Inc.	\$ 1,081,426.00	\$ 1,130,076.27	\$ 97,275.28	\$ 1,227,351.55
2016 Hail Damage Program Contract Adjustments (This Period)					\$ 1,081,426.00	\$ 1,130,076.27	\$ 97,275.28	\$ 1,227,351.55