



Agenda of Regular Board Meeting

The Board of Trustees Del Valle Independent School District

A Regular Board Meeting of the Board of Trustees of Del Valle Independent School District will be held Tuesday, September 21, 2021, beginning at 6:15 PM in the Edward A. Neal Administration Center, 5301 Ross Road, Del Valle, Texas 78617.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

I. Call to Order	3
II. Pledge of Allegiance - Del Valle Elementary	
III. Public Hearing: Public Participation is Invited	
A. Truth-in-Taxation Jennifer Hanna	4
IV. Action Items:	
A. Consider and Act on Ordinance Adopting Maintenance and Operations and Interest and Sinking Tax Rates for 2021-2022 Jennifer Hanna	5
B. Consider and Act on Resolution to Designate a Tax Rate Calculation Officer for the 2021 Tax Year Jennifer Hanna	7
V. Public Comment	
Individuals who wish to participate during the public comment shall sign up before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item or topic on which they wish to address the Board. Except as permitted by Board Policy and the Board's procedures on public comment, an individual's comments to the Board shall not exceed three minutes per meeting.	
VI. Recognition Item:	
A. Certified Texas School Business Official Recognition Kerry Gain	9
VII. Information Item:	
A. Childrens Wellness Center Update Jonathan Harris	10
B. Enrollment and Staffing Update Suzi Wallace	14

C. Class Size Waiver Process Suzi Wallace	16
VIII. Consent Agenda:	
A. Minutes for: Special Meeting - August 12, 2021	17
B. Minutes for: Regular Meeting - August 17, 2021	18
C. Minutes for: Special Meeting - August 31, 2021	21
D. Investment Report for August 2021	23
E. Tax Office Report for August 2021	24
F. Budget Report for August 2021	28
G. Budget Report by Object for August 2021	31
H. Fund Balance Report for August 2021	33
I. Travis County 4H Resolution/Adjunct Faculty Agreement Laura Carlin-Gonzalez	34
J. Travis County Juvenile Justice Alternative Education Placement (JJAEP) Memorandum of Understanding (MOU) Kerry Gain	38
K. Submission of Maximum Class Size Waiver Suzi Wallace	60
L. Purchase over \$50,000 - Emergency Connectivity Fund Jeff St. Andre	62
M. Purchase over \$50,000 - For COVID -19 Relating Supplies, Equipment, and Related Products Steven Alves	63
N. Board Policy Revision of AE(LOCAL) Jonathan Harris	64
IX. Closed Session:	66
A. TGC §551.071 - Consultation with Attorney Regarding Covid Safety Protocols	
B. TGC §551.071 and §551.072 -Consultation with Attorney Regarding the Purchase, Exchange, Lease, or Value of Real Property	
C. TGC §551.072 -Deliberate the Purchase, Exchange, Lease, or Value of Real Property	
D. TGC § 551.074 - Review and Approve Employment, Resignations and Terminations of Professional Staff	
E. TGC § 551.074 - Review Employment, Resignations and Terminations of At-Will Personnel	
F. TGC § 551.074 - Consider Sanctions for Abandonment of Contract	
G. TGC § 551.074 - Discussion of Personnel Matters	
H. TGC §551.071 - Consultation with Attorney Regarding Board Meeting Protocols	
X. Approve Action Items Discussed in Closed Session	
XI. Adjourn	
AT THE END OF THE MEETING, THE BOARD WILL DECIDE WHETHER TO ADJOURN OR RECESS TO CONTINUE DISCUSSION AT ANOTHER DESIGNATED TIME.	

CALL TO ORDER

By Board President

I call this meeting to order. Let the record show that a quorum is present and that notice of this meeting has been posted in accordance with the Texas Open Meetings Act.

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Truth- in -Taxation	
Date:	September 21, 2021
Category:	Public Hearing
Background Information:	
<p>The Texas Education Code and the Texas Tax Code require school districts to calculate several tax rates. These tax rates are used and disclosed in different ways in the tax rate adoption process.</p> <p>The proposed Maintenance & Operations (M & O) tax rate is \$.8720. This is 5.5 cents lower than last year's rate.</p> <p>The proposed Interest & Sinking (I & S) tax rate is .3300 which is the same as last year's rate.</p> <p>This year's tax rate compared to last year's tax rate is an overall decrease of 5.5 cents</p> <p>Following the Public Hearing, the Ordinance Adopting Maintenance and Operations and Interest and Sinking Tax Rates for 2021-2022 is on the Agenda for approval.</p>	
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: N/A Funding Source: N/A
Submitted by:	Jennifer Hanna, Chief Financial Officer
Approved by:	Jennifer Hanna, Chief Financial Officer
Administration Recommendation:	
Public Hearing	

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Consider and Act on Ordinance Adopting Maintenance and Operations and Interest and Sinking Tax Rates for 2021-2022																	
Date:	September 21, 2021																
Category:	Action																
Background Information:																	
<p>This is the Agenda item based off the Public Hearing for Truth-in-Taxation.</p> <p>The proposed Maintenance & Operations (M & O) tax rate is \$.8720. This is 5.5 cents lower than last year's rate.</p> <p>The proposed Interest & Sinking (I & S) tax rate is .3300 which is the same as last year's rate.</p> <p>This year's tax rate compared to last year's tax rate is an overall decrease of 5.5 cents.</p> <p>Below is a chart summarizing last year's rates to this year's rates:</p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 15%;">2020/21 Actual</th> <th style="width: 15%;">2021/22 Proposed</th> <th style="width: 35%;">Tax Rate Decrease From Last Year</th> </tr> </thead> <tbody> <tr> <td>Maintenance & Operations</td> <td>0.9270</td> <td>0.8720</td> <td>(0.0550)</td> </tr> <tr> <td>Interest & Sinking</td> <td>0.3300</td> <td>0.3300</td> <td>(0.0000)</td> </tr> <tr> <td>Total Tax Rate</td> <td>\$ 1.2570</td> <td>\$ 1.2020</td> <td>\$ (0.0550)</td> </tr> </tbody> </table>			2020/21 Actual	2021/22 Proposed	Tax Rate Decrease From Last Year	Maintenance & Operations	0.9270	0.8720	(0.0550)	Interest & Sinking	0.3300	0.3300	(0.0000)	Total Tax Rate	\$ 1.2570	\$ 1.2020	\$ (0.0550)
	2020/21 Actual	2021/22 Proposed	Tax Rate Decrease From Last Year														
Maintenance & Operations	0.9270	0.8720	(0.0550)														
Interest & Sinking	0.3300	0.3300	(0.0000)														
Total Tax Rate	\$ 1.2570	\$ 1.2020	\$ (0.0550)														
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: N/A Funding Source: N/A																
Submitted by:	Jennifer Hanna, Chief Financial Officer																
Approved by:	Jennifer Hanna, Chief Financial Officer																
Administration Recommendation:																	
Administration recommends the Board of Trustees approve the proposed maximum Maintenance & Operations tax rate of \$.8720 and the Interest & Sinking tax rate of \$.3300 for a total maximum tax rate of \$1.2020 for 2021-2022.																	



ORDINANCE TO SET THE 2021 DEL VALLE ISD TAX RATE

BE IT ORDAINED by the Board of Trustees of the Del Valle Independent School District that a tax rate per \$100 valuation for tax year 2021 is hereby adopted as follows:

\$0.8720	for maintenance and operation expenditures
<u>\$0.3300</u>	for the payment of principal and interest on debt obligations (Interest and Sinking)
\$1.2020	TOTAL 2021 TAX RATE

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

The tax rate adopted reduces the actual tax rate (not the no-new-revenue tax rate) by 5.5 cents for maintenance and operations with the debt service tax rate remaining the same for a combined total reduction in the actual tax rate of 5.5 cents per \$100 valuation from the previous year.

Passed, adopted, and effective on this 21st day of September 2021

Rebecca Birch
President, Board of Trustees
Del Valle Independent School District

ATTEST:

Elvia Guadian
Secretary, Board of Trustees
Del Valle Independent School District

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Consider and Act on Resolution to Designate a Tax Rate Calculation Officer for the 2021 Tax Year	
Date:	September 21, 2021
Category:	Action
Background Information:	
<p>Senate Bill 2 of the 86th Texas Legislature requires the Board to designate an officer to perform Truth in Taxation tax rate calculations for the No New Revenue Rate and the Voter Approval Rate.</p> <p>This resolution designates Chief Financial Officer Jennifer Hanna as the responsible party for the current tax year.</p>	
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: N/A Funding Source: N/A
Submitted by:	Jennifer Hanna, Chief Financial Officer
Approved by:	Jennifer Hanna, Chief Financial Officer
Administration Recommendation:	
Administration recommends the Board of Trustees to approve the resolution to designate a tax rate calculation officer for the 2021 tax year.	

DEL VALLE INDEPENDENT SCHOOL DISTRICT
A RESOLUTION DESIGNATING TAX RATE CALCULATION OFFICER FOR
2021-2022

WHEREAS, Senate Bill 2 of the 86th Texas Legislature requires the Board to designate the officer to perform Truth in Taxation tax rate calculations for the No New Revenue Rate and the Voter Approval Rate.

NOW, THEREFORE, BE IT RESOLVED

That the District has complied with the requirements of Senate Bill 2 and designates the following individual to serve as the Truth in Taxation Tax Rate Calculation Officer for the District:

Jennifer Hanna

PASSED, ADOPTED AND APPROVED this the _____ day of _____, _____.

APPROVED:

Board President

ATTEST:

Board Secretary

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Certified Texas School Business Official Recognition	
Date:	September 21, 2021
Category:	Recognition
Background Information: The C&I and Special Education teams are honored to recognize Candace Hill, Data Management Specialist for the Special Education team, for successfully completing the requirements to earn the designation of Certified Texas School Business Official (CTSBO) from the Texas Association of School Business Officials. This certification is earned through a combination of specified coursework, school business experience, and training in the area of specialization. Once certification is awarded, individuals are required to complete 60 hours of continuing education every three years in order to maintain their certification. This is a very noteworthy accomplishment.	
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: n/a Funding Source: n/a
Submitted by:	Kerry Gain, Chief Academic Officer
Approved by:	Kerry Gain, Chief Academic Officer
Administration Recommendation: No Action Needed	

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Child Wellness Center Update	
Date:	September 21, 2021
Category:	Information
Background Information: Dr Stephanie Morgan, Director of the University of Texas-Austin School of Nursing Wellness Clinics, will present a proposal for feedback from the Board to expand services for adults at the Child Wellness Center.	
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: n/a Funding Source: n/a
Submitted by:	Jonathan Harris, Chief Compliance, Governmental and Community Relations Officer
Approved by:	Jonathan Harris, Chief Compliance, Governmental and Community Relations Officer
Administration Recommendation: Information Only	



Children's Wellness Center



The University of Texas at Austin
School of Nursing

Childrens Wellness Center

Introduction

The Children's Wellness Center (CWC), an important part of The University of Texas at Austin School of Nursing (UTSON), has been serving the children (ages 0-21) of the Del Valle community for over 25 years. During our time on the Del Valle High School campus we have provided on an annual basis over 5,000 immunizations to keep students in school, over 250 sports physicals to help keep students active, and more than 5,000 patient encounters for acute and well-child checks.

We have been an exceptional partner with the school district and worked very closely with the regional nurse to provide faculty vaccinations, standing orders and consultations with school nurses as needed to support student health.

Despite all the care and services for the children of Del Valle, care access for the entire family is still lacking. Primary, mental, and social care access for the entire family of these children is desperately needed, and although the health inequities of this community have existed long before the pandemic, COVID-19 has brought new light to this long-standing concern.

The UT Austin School of Nursing is requesting an expansion of services at CWC to allow adult family members of the children currently served to receive the same primary health care at this location. The expansion would also include allowing faculty and staff employed by Del Valle Independent School District (DVISD) access to the same services to support the health and wellness of the entire school district.



Proposal

Allow the Children's Wellness Center to expand services to adults for a 1-year pilot (start date TBD) with a 6-month interim evaluation with the superintendent to determine continuation of services.

Plan

Location

The current clinic (Building H) would remain the primary location for providing healthcare for children. The adjacent portable (Building I) would become the primary location for adult services.



Childrens Wellness Center

Verification of Adults

Before appointments are made for adults over 21, verification of eligibility to be seen at the clinic will be obtained by:

1. Determining the relationship of the individual to a child who is a patient currently.
2. Proof of DVISD staff or faculty (work ID required when present for appointment).

Capacity

The adult clinic will begin with 16 hours a week and ramp up to 40 hours a week as the appointment needs increase. The adult clinic will have the same hours of service as the children's wellness center (M-F 8am-5pm).

Staffing

An advanced practice registered nurse and medical assistant will provide the adult patient care. The medical receptionist for the children's clinic will support both clinics to check patients in/out and schedule appointments.

Services

- Wellness Visits
 - Well Woman Exams
 - Annual Health Physicals
- Immunizations (including COVID Vaccines)
- Chronic Disease Management
- Sick Visits
- Family Planning
- Minor Procedures
- STI screening
- Lab/X-ray: Laboratory services (offsite) will be provided by CPL and diagnostic services (offsite) will be provided by ARA.

Billing/Self Pay

The adult clinic will accept insurance, MAP (Medical Access Program), and self-pay for those without insurance. The community health worker (CHW) will assist those without insurance determine eligibility for applicable insurance if desired. Like the children, no adult will be turned away for inability to pay.

DVISD Expectations

Memorandum of Understanding (MOU) between UTSON and DVISD will be updated to include providing primary care (preventative, acute and chronic) to adults. DVISD will not incur any additional costs for expansion of services.



**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Enrollment and Staffing Update																
Date:		September 21, 2021														
Category:		Information														
Background Information:																
<p>Student enrollment for the 2021 school year has steadily continued to grow. As of Friday, September 17th, it is at 11,061 students. Currently, there are 639 more students enrolled in Del Valle ISD than this time last year. This enrollment count includes in-person students and virtual students. The chart below outlines enrollment by campus and grade level as of Friday, September 17th.</p>																
Campus	EE	PK	KG	1	2	3	4	5	6	7	8	9	10	11	12	Totals as of 9/17/21
001 DVHS												951	907	892	701	3451
002 OC												28	39	42	52	161
041 DVMS									260	312	322					894
042 Ojeda									249	293	278					820
043 Dailey									272	280	347					899
101 Popham	2	74	83	81	89	90	93	96								608
106 Smith		31	54	41	44	54	49	47								320
107 Hillcrest	1	37	50	67	53	41	53	79								381
108 Baty	3	46	67	69	70	80	90	82								507
109 Hornsby	5	61	83	89	82	71	103	89								583
110 DVE	3	59	87	87	101	86	89	105								617
111 Creedmoor	4	48	60	76	63	54	77	81								463
112 Gilbert		68	87	102	111	106	82	102								658
113 Collins	2	75	106	97	81	108	114	116								699
																11061
<p>As you may remember, administration planned for 600 students in the virtual academy. As of Friday, virtual enrollment is at approximately 570 students. Governor Abbott signed Senate Bill 15 Thursday evening, September 9, 2021. This bill will allow school districts to receive full ADA funding for students who participate in virtual learning. In the following weeks administration will provide updates on how this new legislature affects enrollment in virtual and in-person settings.</p> <p>With increased enrollment, the Human Resources team is continuing to recruit and hire new teachers to Del Valle ISD and work to level classes to ensure our students receive the best instruction from quality educators. Currently, we have approximately 800 teachers in the district, this includes 17 teachers who are teaching in the virtual academy.</p>																

**Del Valle Independent School District
Board of Trustee Meeting**



Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: n/a Funding Source: n/a
Submitted by:	Suzi Wallace, Director of Enrollment, Staffing, and Teacher Mentorship
Approved by:	Gabril Muñoz, Assistant Superintendent for Human Resources
Administration Recommendation: Information Only	

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Class Size Waiver Process	
Date:	September 21, 2021
Category:	Information
Background Information:	
<p>As in previous years, Del Valle ISD is required to submit class size waivers to the Texas Education Agency (TEA) for every kindergarten through fourth grade classroom in which the student enrollment is greater than 22. This year there is also a class size cap of 22 students for prekindergarten classes, and waivers will be required for PK classrooms that exceed enrollment of 22 students.</p> <p>Each month, the consent agenda will include a standing class size waiver item. This agenda item will be updated or removed on the day of the board meeting as needed to ensure the most up to date information is considered during the meeting.</p> <p>As in previous years, the consent agenda item will include a table identifying the number of class size waivers per grade level and campus.</p>	
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: N/A Funding Source: N/A
Submitted by:	Suzi Wallace: Director of Staffing, Enrollment, and Teacher Mentorship
Approved by:	Gabril Munoz: Assistant Superintendent of Human Resource
Administration Recommendation:	
Information Only	

Minutes of Special Board Meeting

The Board of Trustees Del Valle ISD

A Special Board Meeting of the Board of Trustees of Del Valle ISD was held Thursday, August 12, 2021, beginning at 6:30 PM in the Edward A. Neal Administration Center, 5301 Ross Road, Del Valle, Texas 78617.

I. Call to Order

Board President Rebecca Birch called the meeting to order at 6:30 p.m. and noted a quorum was present. Board Members Rebecca Birch, Charles W. Diggs, Jr., Elvia Guadian, Ann Heuberger, Damian Pantoja, Richard Rendon, Darla Wegner, and Susanna Woody, Desiree Ybarra were present.

II. Pledge of Allegiance

Board President Rebecca Birch led the Pledge of Allegiance and Texas Pledge.

III. Public Comment

Victoria Cabrera – Virtual Learning, Safety Protocols, Why Virtual Learning is Great

Hunter Brashear – Covid Safety

Michael Basaldua – Student Safety

Thomas Fosburr – Masks needed to Start School Year

Kathleen Cunningham – Mandating Masks

Katrina Van Houten – Employee Safety

Rachel Gray – Masks & Politics in School

Emily Waddle – Del Valle HS teachers support mandatory masks

Ryan McGehee – Covid Safety Protocols

Michael Armenta – District Health Concerns

The Board moved out of Open Session and into Closed Session at 6:58 p.m.

IV. Closed Session:

A. TGC §551.071 - Consultation with Attorney Regarding Covid Safety Protocols

The Board moved out of Closed Session and back into Open Session at 7:32 p.m.

V. Approve Action on Items Discussed in Closed Session

Elvia Guadian made a motion to approve the Resolution as presented. Darla Wegner seconded the motion. The motion carried unanimously 9:0.

VI. Adjourn**

The meeting adjourned at 7:44 p.m.

Minutes of Regular Board Meeting

The Board of Trustees Del Valle ISD

A Regular Board Meeting of the Board of Trustees of Del Valle ISD was held Tuesday, August 17, 2021, beginning at 6:15 PM in the Edward A. Neal Administration Center, 5301 Ross Road, Del Valle, Texas 78617.

I. Call to Order

Board President Rebecca Birch called the meeting to order at 6:16p.m. and noted a quorum was present. Board Members Rebecca Birch, Elvia Guadian, Ann Heuberger, Damian Pantoja, Darla Wegner, Susanna Woody, and Desiree Ybarra were present. Charles W. Diggs, Jr. and Richard Rendon were absent.

II. Pledge of Allegiance

Board President Birch led the Pledge of Allegiance and Texas Pledge.

III. Public Comment

Cristela Rocha- Transparency/Brighter Future
George Flores – Board thank you

IV. Information Items:

A. Student Code of Conduct

Sonja Howard

The 2020-2021 Student Code of Conduct was presented to the Board.

B. Early College High School (ECHS) Update

Jenise Wright

An update regarding the Early College High School (ECHS) was presented to the Board.

C. Community Connectivity Feasibility Study

Jeff St. Andre

The Community Connectivity Feasibility Study was presented to the Board.

V. Discussion Item:

A. Master Plan of High School/Administration Building Property

Jimmy Jones

The Master Plan of the High School/Administration Building Property was discussed with the Board.

B. Presentation by Tesla: 313 Addendum

Jonathan Harris

A presentation by Tesla regarding the 313 Addendum was presented to the Board.

VI. Consent Agenda:

A. Minutes for: Regular Meeting - July 20, 2021

B. Minutes for: Special Meeting - July 27, 2021

C. Investment Report for July, 2021

D. Tax Office Report for July, 2021

E. Budget Report for July, 2021

F. Budget Report by Object for July, 2021

G. Fund Balance Report for July 2021

H. Contract over \$50,000 - College Board

Dr. Laura Carlin-Gonzalez

I. 2021-2022 Student Code of Conduct

Sonja Howard

J. Board Resolution for K-12 Truancy Prevention for 2020-2021 and 2021-2022

Jennifer Hanna

K. Texas Teacher Evaluation & Support System (T-TESS) Appraisers for 2021-2022

Suzi Wallace

L. Purchase over \$50,000 - Devices for New Staff (GTS)

Jeff St. Andre

M. Design Fees for Ojeda Middle School Air Conditioning Replacement Project

Jimmy Jones

N. Budget Amendment #1 - General Fund

Jennifer Hanna

O. Revisions to Board Policy EIC (LOCAL) for Graduation Classes of 2022-2025

Kerry Gain

Susanna Woody requested that Consent Agenda item M. be removed from the Consent Agenda.

Susanna Woody made a motion to approve Consent Agenda items A-L, M, and O. Elvia Guadian seconded the motion. The motion carried unanimously 7:0.

Jimmy Jones spoke to the Board regarding item M. Design fees for Ojeda Middle School Air Conditioning Replacement Project.

Susanna Woody made a motion to approve Consent Agenda Item M. Design Fees for Ojeda Middle School Air Conditioning Replacement Project as presented. Darla Wegner seconded the motion. The motion carried unanimously 7:0.

VII. Action Items:

A. Consider and Act on Interlocal Agreement Between the Del Valle Independent School District and the City of Austin for Full Day Pre-K

Suzi Wallace

Susanna Woody made a motion to approve the Interlocal Agreement between Del Valle Independent School District and the City of Austin for full day Pre-K. Ann Heuberger seconded the motion. The motion carried unanimously 7:0.

**B. Designate a Delegate and Alternate for the TASA/TASB Annual Convention
Rebecca Birch**

The Board selected Darla Wegner as the Delegate and Damian Pantoja as the Alternate for the TASA/TASB Annual Convention.

**C. Consider and Act on Endorsement of TASB Board of Directors, Region 13,
Position C**

Ann Heuberger

Ann Heuberger made a motion to nominate Terrence Owens from Hutto ISD as the District Endorsed candidate for the TASB Board of Directors Region 13, Position C. Susanna Woody seconded the motion. The motion carried unanimously 7:0.

The Board moved out of Open Session and into Closed Session at 7:29 p.m.

VIII. Closed Session:

A. TGC § 551.082 - School Children; School District Employees; Disciplinary Matter or Complaint

B. TGC § 551.074 - Review and Approve Employment, Resignations and Terminations of Professional Staff

C. TGC § 551.074 - Review Employment, Resignations and Terminations of At-Will Personnel

D. TGC § 551.074 - Discussion of Personnel Matters

E. TGC § 551.072 -Deliberate the Purchase, Exchange, Lease, or Value of Real Property

F. TGC §551.071 and §551.087: Consultation with Legal Counsel and economic development negotiations related to an application from Colorado River Project, LLC/Tesla seeking to amend the existing agreement for Appraised Value Limitation on Qualified Property.

G. TGC §551.071 Consultation with Board Attorney

The Board moved out of Closed Session and back into Open Session at 8:47 p.m.

IX. Approve Action on Items Discussed in Closed Session

Elvia Guadian made a motion to approve the employment, resignations, and terminations of professional staff as presented. Ann Heuberger seconded the motion. The motion carried unanimously 7:0.

Elvia Guadian made a motion to accept an application from Colorado River Project, LLC/Tesla seeking to amend the existing agreement for appraised value limitations on qualified property. Darla Wegner seconded the motion. The motion carried 6:1. Susanna Woody opposed.

X. Adjourn

The meeting adjourned at 8:50 p.m.

Minutes of Special Board Meeting

The Board of Trustees Del Valle ISD

A Special Board Meeting of the Board of Trustees of Del Valle ISD was held Tuesday, August 31, 2021, beginning at 6:30 PM in the Edward A. Neal Administration Center, 5301 Ross Road, Del Valle, Texas 78617.

I. Call to Order

Board President Rebecca Birch called the meeting to order at 6:30 pm. Board members Rebecca Birch, Darla Wegner, Charles W. Diggs, Jr., Elvia Guadian, Ann Heuberger, Richard Rendon, Susanna Woody, and Desireé Ybarra were present. Damian Pantoja was absent.

II. Pledge of Allegiance

Board President Rebecca Birch led the Pledge of Allegiance and Texas Pledge.

III. Public Comment

Katrina Van Houten- COVID Safety
Hector Bruno – Masks Mandate for all DVISD

IV. Consent Agenda:

A. Chapter 48 Funding

Jennifer Hanna

For the 2021–2022 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) §11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, §48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit or the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding).

Darla Wegner made a motion to approve the item as presented. Richard Rendon seconded the motion. The motion carried unanimously 8:0.

The Board moved out of Open Session and into Closed Session at 6:40 p.m.

V. Closed Session:

A. TGC §551.071 - Consultation with Attorney Regarding Covid Safety Protocols

B. TGC §551.071 and §551.072 -Consultation with Attorney Regarding the Purchase, Exchange, Lease, or Value of Real Property

The Board moved out of Closed Session and back into Open Session at 7:45 p.m.

VI. Approve Action on Items Discussed in Closed Session

No action was taken on this agenda item.

VII. Adjourn

The meeting adjourned at 7:46 p.m.

INVESTMENT REPORT AUGUST 2021

Lone Star Investments

Monthly Average Interest

0.007%

	Beginning Balance	Withdrawals	Deposits	Interest	Ending Balance
General Fund	\$ 11,801,785.83	\$ -	\$ -	\$ 841.41	\$ 11,802,627.24
	\$ 11,801,785.83	\$ -	\$ -	\$ 841.41	\$ 11,802,627.24

TexPool Investments

Monthly Average Interest

0.0018%

	Beginning Balance	Withdrawals	Deposits	Interest	Ending Balance
General Fund	\$ 20,146,098.44	(10,381,051.91)	\$ 7,256,702.45	\$ 328.12	\$ 17,022,077.10
Debt Service	\$ 9,290,744.35	(9,500.00)	\$ 164,391.59	\$ 176.96	\$ 9,445,812.90
Tax Account	\$ 744,514.30	(624,106.88)	\$ 146,481.55	\$ 7.91	\$ 266,896.88
Opportunity Center Land Sale	\$ 165,914.38			\$ 3.14	\$ 165,917.52
Bond Proposition 1 2013	\$ 100,687.88			\$ 1.91	\$ 100,689.79
Food Service	\$ -	(307,000.00)	\$ 381,051.91	\$ 3.17	\$ 74,055.08
Bond Proposition 1 2015	\$ 1,300,322.27	(635,013.26)		\$ 16.71	\$ 665,325.72
Bond Proposition 1 2016	\$ 6,036,225.77	(838,359.05)		\$ 105.17	\$ 5,197,971.89
Bond Proposition 1 2020	\$ 93,707,061.76	(10,112,549.92)		\$ 1,696.36	\$ 83,596,208.20
	\$ 131,491,569.15	(22,907,581.02)	\$ 7,948,627.50	\$ 2,339.45	\$ 116,534,955.08

TexStar Investments

Monthly Average Interest

0.0008%

	Beginning Balance	Withdrawals	Deposits	Interest	Ending Balance
General Fund	\$ 3,549,346.85			\$ 30.11	\$ 3,549,376.96
	\$ 3,549,346.85	\$ -	\$ -	\$ 30.11	\$ 3,549,376.96

Summary of Accounts

Monthly Average Interest

0.0033%

General Fund	\$ 32,374,081.30
Debt Service	\$ 9,445,812.90
Tax Account	\$ 266,896.88
Opportunity Center Land Sale	\$ 165,917.52
Bond Proposition 1 2013	\$ 100,689.79
Food Service	\$ 74,055.08
Bond Proposition 1 2015	\$ 665,325.72
Bond Proposition 1 2016	\$ 5,197,971.89
Bond Proposition 1 2020	\$ 83,596,208.20
	<u>\$ 131,886,959.28</u>

This report is presented in accordance with the Texas Government Code Title 10 Section 2256.023. The below signed hereby certify that, to the best of their knowledge on the date this report was created, Del Valle ISD is in compliance with the provisions of Government Code 2256 and with the stated policies and strategies of Del Valle ISD.

Jennifer Ochoa

Jennifer Ochoa

Jennifer Hanna

Jennifer Hanna

TRAVIS COUNTY TAX OFFICE

OVERALL COLL/DIST REPORT

DATE 09/01/2021

PAGE 44

TXDIST1A

RECEIVABLE BALANCE 'R' REPORT

FROM 08/01/2021 TO 08/31/2021

YEAR FROM 0000 TO 2020

ALL OTHERS

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1963	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1964	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1965	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1966	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1967	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1968	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1969	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1970	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1971	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1972	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1973	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1974	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1975	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1976	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1977	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1978	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1979	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1980	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1981	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1982	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1983	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1984	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1985	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1986	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1987	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1988	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1989	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00	.00
1990	816.88	.00	.00	.00	.00	.00 %	816.88	.00	.00	.00	.00	.00	.00
1991	196.17	.00	.00	.00	.00	.00 %	196.17	.00	.00	.00	.00	.00	.00
1992	217.84	.00	.00	.00	.00	.00 %	217.84	.00	.00	.00	.00	.00	.00
1993	618.11	.00	.00	.00	.00	.00 %	618.11	.00	.00	.00	.00	.00	.00
1994	1678.68	.00	.00	.00	.00	.00 %	1678.68	.00	.00	.00	.00	.00	.00
1995	1898.42	.00	.00	.00	.00	.00 %	1898.42	.00	.00	.00	.00	.00	.00
1996	2011.17	.00	.00	.00	.00	.00 %	2011.17	.00	.00	.00	.00	.00	.00
1997	1970.01	.00	.00	.00	.00	.00 %	1970.01	.00	.00	.00	.00	.00	.00
1998	3297.63	.00	.00	.00	.00	.00 %	3297.63	.00	.00	.00	.00	.00	.00
1999	4242.58	.00	.00	.00	.00	.00 %	4242.58	.00	.00	.00	.00	.00	.00
2000	45195.17	.00	90.95-	.00	90.95-	.20-%	45286.12	233.74-	.00	.00	.00	.00	324.69-
2001	46025.90	.00	1035.55-	.00	1035.55-	2.25-%	47061.45	2537.10-	.00	.00	.00	.00	3572.65-
2002	45735.64	.00	481.45-	.00	481.45-	1.05-%	46217.09	1121.75-	.00	.00	.00	.00	1603.20-
2003	22601.63	.00	.00	.00	.00	.00 %	22601.63	.00	.00	.00	.00	.00	.00
2004	12063.50	.00	42.98	.00	42.98	.36 %	12020.52	90.67	.00	.00	.00	.00	133.65

TRAVIS COUNTY TAX OFFICE

OVERALL COLL/DIST REPORT

DATE 09/01/2021

PAGE 45

TXDIST1A

RECEIVABLE BALANCE 'R' REPORT

FROM 08/01/2021 TO 08/31/2021

YEAR FROM 0000 TO 2020

ALL OTHERS

IDV	-- DEL VALLE ISD		-----									
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2005	30233.20	.00	.00	.00	.00 %	30233.20	.00	.00	.00	.00	.00	.00
2006	21600.76	.00	.00	.00	.00 %	21600.76	.00	.00	.00	.00	.00	.00
2007	21768.91	.00	.00	.00	.00 %	21768.91	.00	.00	.00	.00	.00	.00
2008	33429.43	.00	159.09	.00	.48 %	33270.34	248.22	.00	.00	.00	.00	407.31
2009	72492.75	.00	35.85	.00	.05 %	72456.90	53.78	.00	.00	.00	.00	89.63
2010	149289.58	.00	156.46	.00	.10 %	149133.12	212.00	.00	.00	.00	.00	368.46
2011	147362.04	.00	376.65	.00	.26 %	146985.39	270.07	.00	.00	.00	.00	646.72
2012	211427.05	13043.27	215.53	.00	.10 %	224254.79	153.46	.00	.00	.00	.00	368.99
2013	117283.16	12539.87	1108.74	.00	.85 %	128714.29	1142.00	.00	203.58	.00	.00	2454.32
2014	313601.90	9899.31	1553.46	359.56	.37 %	322307.31	1413.63	.00	20.95	.00	.00	2628.48
2015	161989.75	10412.76	431.20	591.01	.09-%	172562.32	331.65	.00	23.04	.00	.00	194.88
2016	206424.38	10257.63	2715.73	688.87	.94 %	214655.15	1445.03	.00	77.20	.00	.00	3549.09
2017	278704.15	514.61-	7750.76	697.11	2.54 %	271135.89	3844.88	.00	170.85	.00	.00	11069.38
2018	361972.26	551.87-	9639.64	725.62	2.47 %	352506.37	3882.53	.00	228.00	.00	.00	13024.55
2019	1504583.11	6853.83-	28195.02	7264.09	1.40 %	1476798.35	7757.55	.00	296.45	.00	.00	28984.93
TOTL	3820731.76	48232.53	50773.16	10326.26	1.05 %	3828517.39	16952.88	.00	1020.07	.00	.00	58419.85
2020	2443807.65	36501.46-	104405.39	41111.73	2.63 %	2344012.53	18034.65	26.20-	610.80	.00	.00	81912.91
ENTITY	-----											
TOTL	6264539.41	11731.07	155178.55	51437.99	1.65 %	6172529.92	34987.53	26.20-	1630.87	.00	.00	140332.76

TRAVIS COUNTY TAX OFFICE

OVERALL COLL/DIST REPORT

DATE 09/01/2021

PAGE 44

TXDIST1A

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1963	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1964	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1965	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1966	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1967	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1968	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1969	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1970	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1971	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1972	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1973	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1974	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1975	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1976	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1977	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1978	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1979	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1980	.00	.00	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1981	449.44	449.44-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1982	131.87	131.87-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1983	60.79	60.79-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1984	1093.18	1093.18-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1985	4434.39	4434.39-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1986	7824.74	7824.74-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1987	10006.09	10006.09-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1988	16039.41	16039.41-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1989	10360.96	10360.96-	.00	.00	.00	.00 %	.00	.00	.00	.00	.00	.00
1990	13025.75	12208.87-	.00	.00	.00	.00 %	816.88	.00	.00	.00	.00	.00
1991	4490.26	4294.09-	.00	.00	.00	.00 %	196.17	.00	.00	.00	.00	.00
1992	8073.27	7729.28-	126.15	.00	126.15	36.67 %	217.84	442.79	.00	.00	.00	568.94
1993	17338.57	16489.85-	230.61	.00	230.61	27.17 %	618.11	781.77	.00	.00	.00	1012.38
1994	25909.34	23651.05-	579.61	.00	579.61	25.67 %	1678.68	1773.10	.00	.00	.00	2352.71
1995	31821.59	29205.07-	718.10	.00	718.10	27.44 %	1898.42	1999.84	.00	.00	.00	2717.94
1996	37262.44	34699.98-	551.29	.00	551.29	21.51 %	2011.17	1396.91	.00	.00	.00	1948.20
1997	57776.54	55038.00-	768.53	.00	768.53	28.06 %	1970.01	1962.92	.00	.00	.00	2731.45
1998	74521.59	69914.58-	1309.38	.00	1309.38	28.42 %	3297.63	3318.27	.00	.00	.00	4627.65
1999	83711.63	77844.91-	1624.14	.00	1624.14	27.68 %	4242.58	4124.35	.00	.00	.00	5748.49
2000	123045.65	76191.38-	1568.15	.00	1568.15	3.35 %	45286.12	3803.59	.00	.00	.00	5371.74
2001	272335.75	224166.35-	1107.95	.00	1107.95	2.30 %	47061.45	2293.31	.00	.00	.00	3401.26
2002	251147.65	203192.22-	1738.34	.00	1738.34	3.62 %	46217.09	3212.19	.00	.00	.00	4950.53
2003	190994.65	167095.78-	1297.24	.00	1297.24	5.43 %	22601.63	2110.33	.00	.00	.00	3407.57
2004	171147.54	157830.38-	1296.64	.00	1296.64	9.74 %	12020.52	1973.79	.00	.00	.00	3270.43

TRAVIS COUNTY TAX OFFICE

OVERALL COLL/DIST REPORT

DATE 09/01/2021 PAGE 45

TXDIST1A
RECEIVABLE BALANCE 'R' REPORT

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2005	150930.73	119544.20-	1153.33	.00	1153.33	3.67 %	30233.20	1566.51	.00	.00	.00	2719.84	
2006	130206.51	106344.17-	2261.58	.00	2261.58	9.48 %	21600.76	3088.57	.00	.00	.00	5350.15	
2007	152414.96	129518.08-	1127.97	.00	1127.97	4.93 %	21768.91	1376.10	.00	.00	.00	2504.07	
2008	131515.81	96533.86-	1711.61	.00	1711.61	4.89 %	33270.34	2326.86	.00	.00	.00	4038.47	
2009	121336.44	47053.20-	1826.34	.00	1826.34	2.46 %	72456.90	1716.57	.00	.00	.00	3542.91	
2010	152270.10	806.66-	2330.32	.00	2330.32	1.54 %	149133.12	2001.16	.00	.00	.00	4331.48	
2011	148976.32	166.46-	1824.47	.00	1824.47	1.23 %	146985.39	1614.95	.00	.00	.00	3439.42	
2012	218117.89	12876.81	6739.91	.00	6739.91	2.92 %	224254.79	3549.90	.00	.00	.00	10289.81	
2013	125933.94	13873.37	11093.02	.00	11093.02	7.93 %	128714.29	6863.92	.00	598.69	.00	18555.63	
2014	321704.50	13637.94	13394.69	359.56	13035.13	3.89 %	322307.31	6635.21	.00	20.95	.00	19691.29	
2015	185036.00	27657.75	41165.88	1034.45	40131.43	18.87 %	172562.32	13192.84	.00	144.39	.00	53468.66	
2016	228952.23	27589.09	43161.63	1275.46	41886.17	16.33 %	214655.15	17814.10	.00	220.43	.00	59920.70	
2017	314170.55	17526.23-	46740.10	21231.67	25508.43	8.60 %	271135.89	19483.19	.00	1540.13-	.00	43451.49	
2018	486244.82	157826.60-	133267.81	157355.96	24088.15-	7.33-%	352506.37	45878.30	400.49-	1918.50-	.00	19471.16	
2019	2289199.88	1377554.90-	598081.06	1163234.43	565153.37-	61.99-%	1476798.35	115559.60	456.86-	3418.78	.00	446631.85-	
TOTL	6570013.77	3167192.06-	918795.85	1344491.53	425695.68-	12.51-%	3828517.39	271860.94	857.35-	944.61	.00	153747.48-	
2020	102071293.67	154727.99	100392600.36	510591.23	99882009.13	97.71 %	2344012.53	363578.20	184.08-	84556.99	31.82	100329992.06	
ENTITY	TOTL	108641307.44	3012464.07-	101311396.21	1855082.76	99456313.45	94.16 %	6172529.92	635439.14	1041.43-	85501.60	31.82	100176244.58

Del Valle ISD
General Fund Expenditures by Function

Function	Object	2021-22 Revised Budget	2021-22 FYTD Activity	Encumbered Amount	Unencumbered Balance	2021-22 FY %	August 2021-22 Monthly Activity
EXPENDITURES							
11	PAYROLL COSTS	65,480,749	1,404,612.76	10,558,664.43	53,517,471.81	2.15	795,018.46
11	PROFESSIONAL &	1,437,777	78,884.71	436,846.23	922,046.06	2.30	64,429.95
11	SUPPLIES AND MA	1,773,048	165,598.73	315,725.48	1,308,393.79	9.34	148,274.37
11	OTHER OPERATING	376,660	9,803.32	0.00	366,856.68	3.10	8,005.00
11	INST	68,978,234	1,658,899.52	11,311,236.14	56,114,768.34	2.40	1,015,727.78
EXPENDITURES							
12	PAYROLL COSTS	995,586	25,222.30	155,565.23	814,798.47	2.53	14,284.65
12	PROFESSIONAL &	517,891	73,573.70	21,356.25	422,961.05	14.21	73,573.70
12	SUPPLIES AND MA	387,065	128,697.99	93,844.83	164,522.18	33.25	104,239.29
12	OTHER OPERATING	7,850	330.83	0.00	7,519.17	4.21	330.83
12	MEDIA	1,908,392	227,824.82	270,766.31	1,409,800.87	11.94	192,428.47
EXPENDITURES							
13	PAYROLL COSTS	987,370	203,855.00	783,515.00	0.00	20.65	102,138.24
13	PROFESSIONAL &	321,662	110.00	251.20	321,300.80	0.03	110.00
13	SUPPLIES AND MA	41,150	1,712.33	1,132.50	38,635.17	4.16	1,604.79
13	OTHER OPERATING	128,769	11,854.35	3,759.40	113,155.25	9.21	11,854.35
13	CUR.DEV	1,478,951	217,531.68	939,711.36	322,037.96	14.71	115,707.38
EXPENDITURES							
21	PAYROLL COSTS	1,825,848	266,260.92	1,494,773.04	64,814.04	14.58	82,200.20
21	PROFESSIONAL &	275,600	22,415.00	237,070.00	16,115.00	8.13	22,415.00
21	SUPPLIES AND MA	9,979	904.53	537.14	8,537.33	9.06	904.53
21	OTHER OPERATING	41,397	1,043.96	640.50	39,712.54	2.52	1,043.96
21	INST LD	2,152,824	290,624.41	1,733,020.68	129,178.91	13.50	106,563.69
EXPENDITURES							
23	PAYROLL COSTS	7,585,573	799,059.50	4,627,445.26	2,159,068.24	10.53	498,111.75
23	PROFESSIONAL &	2,698	0.00	0.00	2,698.00	0.00	0.00
23	SUPPLIES AND MA	43,528	2,771.54	2,646.44	38,110.02	6.37	2,697.99
23	OTHER OPERATING	56,436	255.00	1,942.00	54,239.00	0.45	255.00
23	SCH LDS	7,688,235	802,086.04	4,632,033.70	2,254,115.26	10.43	501,064.74
EXPENDITURES							
31	PAYROLL COSTS	3,726,310	301,261.59	2,599,978.00	718,070.41	8.08	279,380.92
31	PROFESSIONAL &	87,350	0.00	0.00	87,350.00	0.00	0.00
31	SUPPLIES AND MA	71,316	310.44	922.03	70,083.53	0.44	272.79
31	OTHER OPERATING	16,063	274.00	0.00	15,789.00	1.71	274.00
31	G & C	3,901,039	301,846.03	2,600,900.03	891,292.94	7.74	279,927.71
EXPENDITURES							
32	PAYROLL COSTS	662,357	88,381.71	365,577.78	208,397.51	13.34	48,601.66
32	SUPPLIES AND MA	19,475	0.00	1,484.00	17,991.00	0.00	0.00
32	OTHER OPERATING	8,944	0.00	0.00	8,944.00	0.00	0.00
32	SOC WRK	690,776	88,381.71	367,061.78	235,332.51	12.79	48,601.66
EXPENDITURES							

As of August 31, 2021

Del Valle ISD
General Fund Expenditures by Function

33 PAYROLL COSTS	1,230,995	50,452.47	354,076.15	826,466.38	4.10	34,679.87
33 PROFESSIONAL &	1,050	880.00	110.00	60.00	83.81	880.00
33 SUPPLIES AND MA	43,094	663.42	2,918.66	39,511.42	1.54	663.42
33 OTHER OPERATING	6,877	224.94	0.00	6,651.56	3.27	224.94
33 HEALTH	1,282,015	52,220.83	357,104.81	872,689.36	4.07	36,448.23
EXPENDITURES						
34 PAYROLL COSTS	5,306,751	425,813.00	1,836,161.53	3,044,776.47	8.02	183,832.01
34 PROFESSIONAL &	89,731	5,797.22	59,997.78	23,936.00	6.46	4,780.48
34 SUPPLIES AND MA	961,427	79,985.38	468,548.70	412,892.92	8.32	79,184.88
34 OTHER OPERATING	162,180	4,810.69	13,000.00	144,369.31	2.97	3,435.15
34 TRANS	6,520,089	516,406.29	2,377,708.01	3,625,974.70	7.92	271,232.52
EXPENDITURES						
36 PAYROLL COSTS	1,027,295	147,409.09	765,026.48	114,859.43	14.35	80,879.43
36 PROFESSIONAL &	196,505	830.00	25,415.99	170,259.01	0.42	830.00
36 SUPPLIES AND MA	262,758	16,734.31	39,878.00	206,145.69	0.37	13,734.31
36 OTHER OPERATING	398,467	44,252.54	1,808.17	352,406.29	11.11	42,802.07
36 CAPITAL OUTLAY,	7,784	5,487.00	2,297.00	0.00	70.49	0.00
36 CO-CURR	1,892,809	214,712.94	839,228.64	838,867.42	11.34	138,245.81
EXPENDITURES						
41 PAYROLL COSTS	3,040,494	530,451.85	2,316,053.77	193,988.38	17.45	264,225.53
41 PROFESSIONAL &	681,650	99,024.33	128,597.35	454,028.32	14.53	21,406.38
41 SUPPLIES AND MA	149,481	62,506.55	28,948.38	58,026.07	41.82	28,980.54
41 OTHER OPERATING	295,390	58,708.70	2,808.51	233,872.79	19.87	58,088.32
41 GEN ADM	4,167,015	750,691.43	2,476,408.01	939,915.56	18.02	372,700.77
EXPENDITURES						
51 PAYROLL COSTS	6,743,932	1,056,357.97	4,755,391.00	932,183.03	15.66	539,756.62
51 PROFESSIONAL &	3,612,303	437,344.99	210,086.78	2,964,871.23	12.11	300,094.48
51 SUPPLIES AND MA	1,022,199	83,412.75	130,749.30	808,036.95	8.16	82,875.62
51 OTHER OPERATING	949,360	234.94	6,538.80	942,586.26	0.02	124.94
51 MAINT	12,327,794	1,577,350.65	5,102,765.88	5,647,677.47	12.80	922,851.66
EXPENDITURES						
52 PAYROLL COSTS	906,895	104,130.49	373,625.20	429,139.31	11.48	43,327.57
52 PROFESSIONAL &	32,650	0.00	0.00	32,650.00	0.00	0.00
52 SUPPLIES AND MA	14,375	1,406.81	1,654.92	11,313.27	9.79	1,406.81
52 OTHER OPERATING	4,031	84.00	0.00	3,947.00	2.08	84.00
52 SECUR	957,951	105,621.30	375,280.12	477,049.58	11.03	44,818.38
EXPENDITURES						
53 PAYROLL COSTS	975,758	175,673.10	768,102.34	33,707.56	17.83	84,886.02
53 PROFESSIONAL &	10,000	10,000.00	0.00	0.00	0.00	6,512.50
53 SUPPLIES AND MA	136,818	0.00	0.00	136,818.00	0.00	0.00
53 OTHER OPERATING	11,300	0.00	0.00	11,300.00	0.00	0.00
53 DATA PR	1,133,876	185,673.10	768,102.34	180,100.56	16.38	91,398.52
EXPENDITURES						
61 PAYROLL COSTS	1,253,222	70,582.92	441,769.25	740,869.83	5.63	38,819.13

As of August 31, 2021

Del Valle ISD
General Fund Expenditures by Function

61 PROFESSIONAL &	51,675	3,000.00	24,000.00	24,675.00	5.81	3,000.00
61 SUPPLIES AND MA	78,256	10,591.80	6,540.79	61,123.41	13.53	9,515.59
61 OTHER OPERATING	70,097	1,953.15	0.00	68,143.85	2.79	304.15
61 CMTY SV	1,453,250	86,127.87	472,310.04	894,812.09	5.93	51,638.87
EXPENDITURES						
95 PROFESSIONAL &	5,000	0.00	0.00	5,000.00	0.00	0.00
95 EXPENDIT	5,000	0.00	0.00	5,000.00	0.00	0.00
EXPENDITURES						
99 PROFESSIONAL &	400,250	0.00	0.00	400,250.00	0.00	0.00
99 INTERGOVERNMENT	400,250	0.00	0.00	400,250.00	0.00	0.00
Grand Expense Totals	116,938,500	7,075,998.62	34,623,637.85	75,238,863.53	9.81	4,189,356.19

Del Valle ISD
Expenditures by Object

Object	Description	2021-22 Revised Budget	Encumbered Amount	2021-22 FYTD Activity	Unencumbered Balance	2021-22 FYTD %
6112	SUBSTITUTE TEACHERS	833,000		5.70	822,730.00	1.23
6118	EXTRA DUTY PAY	3,134,140	451,797.26	92,074.61	2,590,268.13	2.94
6119	PROFESSIONAL SALARIES	58,136,004	16,513,023.83	2,073,330.73	39,549,649.44	3.57
6121	EXTRA DUTY PAY/OVERTIME	542,183		32,332.22	509,850.78	5.96
6122	PARAPROFESSIONAL SUBSTITUTE	314,250		10,140.79	304,109.21	3.23
6129	SUPPORT PERSONNEL	19,289,014	7,991,510.74	1,629,150.48	9,668,352.78	8.45
6141	SOCIAL SECURITY/MEDICARE	1,164,529	360,061.90	53,691.87	750,775.23	4.61
6142	GROUP HEALTH & LIFE INSURANCE	8,119,106	5,976,032.20	271,317.89	1,871,755.91	3.34
6143	WORKER'S COMPENSATION	444,945	136,660.51	53,442.95	254,841.54	12.01
6144	TRS ON-BEHALF	5,709,422		956,644.29	4,752,777.71	16.76
6145	UNEMPLOYMENT COMPENSATION	146,172			146,172.00	
6146	TEACHER RETIREMENT/TRS CARE	2,874,770	229,239.28	420,187.74	2,225,342.98	14.62
6148	HSA Contribution	919,600	688,452.00	37,723.51	193,424.49	4.10
6149	OTHER EMPLOYEE BENEFITS	15,000		7,486.89	7,513.11	49.91
	PAYROLL COSTS	101,642,135	32,346,777.72	5,647,799.67	63,647,557.61	5.56
6211	LEGAL SERVICES	202,000	108,562.14	16,437.86	77,000.00	8.14
6212	AUDIT SERVICES	62,000			62,000.00	
6213	TAX APPRAISAL & COLLECTION	400,250			400,250.00	
6219	PROFESSIONAL SERVICES	190,641	7,000.00		183,641.00	
6223	STUDENT TUITION - NON-PUBLIC	225,977	23,673.60	4,450.00	197,853.40	1.97
6239	E.S.C. SERVICES	105,195	43,701.20	310.00	61,183.80	0.29
6246	CONTRACT UPKEEP BUILDINGS	238,830	106,456.85	27,229.90	105,143.25	11.40
6247	CONTRACT UPKEEP GROUNDS	27,500			27,500.00	
6249	CONTRACTED MAINT. & REPAIR	1,247,732	160,237.05	189,011.02	898,483.93	15.15
6255	WATER AND SEWERAGE	585,690		23,000.91	562,689.09	3.93
6256	TELEPHONE	350,000	2,028.00	69,693.73	278,278.27	19.91
6257	ELECTRICITY	1,642,000		263,792.38	1,378,207.62	16.07
6258	GAS	105,279		2,691.44	102,587.56	2.56
6259	UTILITIES	195,450		10,990.81	184,459.19	5.62
6269	RENTALS - OPERATING LEASES	46,069	15,316.80	4,661.16	26,091.04	10.12
6291	Consulting	68,900	35,770.00	4,230.00	28,900.00	6.14
6295	BUS DRIVER DRUG TESTING	10,000	9,250.00	750.00		7.50
6299	MISC. CONTRACTED SERVICES	2,020,279	631,735.94	116,335.74	1,272,207.32	5.76
	PROFESSIONAL & CONTRACTED SVS	7,723,792	1,143,731.58	733,584.95	5,846,475.47	9.50
6311	GASOLINE & FUELS FOR VEHICLES	696,800	368,156.41	48,843.59	279,800.00	7.01
6317	GROUNDS	308,521	47,527.86	15,494.82	245,498.32	5.02
6318	BUS RADIOS	391,899	59,041.47	29,669.03	303,188.50	7.57
6319	SUPPLIES FOR MAINT.& OPERATION	165,488	12,303.90	9,717.60	143,466.50	5.87
6321	TEXTBOOKS	103,987	74,791.74		29,195.26	
6329	READING MATERIALS	102,567	20,692.24		81,874.76	
6339	TESTING MATERIALS	13,102	1,230.00		11,872.00	
6395	EQUIPMENT UNDER \$5,000	503,260	52,635.07	16,099.76	434,525.17	3.20
6398	SUPPLIES	20,250		20,075.20	174.80	99.14
6399	GENERAL SUPPLIES	2,725,095	459,152.48	415,396.58	1,850,545.44	15.24
	SUPPLIES AND MATERIALS	5,030,969	1,095,531.17	555,296.58	3,380,140.75	11.04

As of August 31, 2021

Del Valle ISD
Expenditures by Object

6411	TRAVEL - EMPLOYEE ONLY	367,015	3,920.00	15,145.19	347,949.81	4.13
6412	TRAVEL - STUDENTS.	32,830	673.17	444.23	31,610.10	1.67
6419	TRAVEL - NON-EMPLOYEES	45,000			45,102.50	0.00
6429	INSURANCE & BONDING COSTS	1,069,000		28,884.00	1,040,116.00	2.70
6439	ELECTION COSTS	6,914			6,914.00	
6491	PAYMENTS TO DISTRICTS FROM CED	4,000			4,000.00	
6494	RECLASSIFIED TRANS. EXPENSES	295,614		1,959.56	293,654.44	0.66
6495	MEMBERSHIP	84,088	5,026.76	3,660.00	75,400.74	4.35
6497	SHARE RECEIPTS W/ VISITOR	22,292	90.00	3,350.00	18,852.00	15.03
6498	GENERAL SUPPLIES	6,350			6,350.00	
6499	MISC.OPERATING COSTS	600,718	20,787.45	80,387.44	499,543.11	13.38
	OTHER OPERATING EXPENSES	2,533,821	30,497.38	133,830.42	2,369,492.70	5.28
6639	FURNITURE & EQUIPMENT	7,784	7,100.00	5,487.00	-4,803.00	70.49
	CAPITAL OUTLAY, LAND & EQUIP	7,784	7,100.00	5,487.00	-4,803.00	70.49
	Grand Expense Totals	116,938,500	34,623,637.85	7,075,998.62	75,238,863.53	9.81

**DEL VALLE ISD
 FY21 FUND BALANCE
 2021-2022 GENERAL FUND BUDGET**

	2021-22 OFFICIAL BUDGET	INCREASE	DECREASE	2021-22 AMENDED BUDGET	%
Revenues					
5700 LOCAL, INTERMEDIATE & OTHER	\$80,372,000	\$ 90,000		\$80,462,000	68.38%
5800 STATE PROGRAM REVENUES	\$31,703,000	\$ 137,500		\$31,840,500	27.06%
5900 FEDERAL PROGRAM REVENUES	\$5,373,000			\$5,373,000	4.57%
5000 TOTAL REVENUES	\$117,448,000	\$ 227,500	\$ -	\$117,675,500	100%
Appropriations					
11 INSTRUCTIONAL	\$68,973,929			\$68,973,929	58.98%
12 INSTRUCTIONAL RESOURCES	\$1,908,392			\$1,908,392	1.63%
13 STAFF DEVELOPMENT	\$1,251,451	\$ 227,500		\$1,478,951	1.26%
21 INSTRUCTIONAL ADMINISTRATION	\$2,152,824			\$2,152,824	1.84%
23 SCHOOL ADMINISTRATION	\$7,688,235			\$7,688,235	6.57%
31 GUIDANCE AND COUNSELING	\$3,905,344			\$3,905,344	3.34%
32 SOCIAL WORK SERVICES	\$690,776			\$690,776	0.59%
33 HEALTH SERVICES	\$1,282,015			\$1,282,015	1.10%
34 TRANSPORTATION	\$6,520,089			\$6,520,089	5.58%
35 FOOD SERVICES	\$0			\$0	0.00%
36 CO-CURRICULAR	\$1,892,809			\$1,892,809	1.62%
41 GENERAL ADMINISTRATION	\$4,167,015			\$4,167,015	3.56%
51 MAINTENANCE	\$12,327,794			\$12,327,794	10.54%
52 SECURITY SERVICES	\$957,951			\$957,951	0.82%
53 DATA PROCESSING	\$1,133,876			\$1,133,876	0.97%
61 COMMUNITY SERVICES	\$1,453,250			\$1,453,250	1.24%
71 DEBT SERVICES	\$0			\$0	0.00%
81 FACILITIES ACQ. AND CONSTRUCTI	\$0			\$0	0.00%
95 JJAEP	\$5,000			\$5,000	0.00%
99 INTERGOVERNMENTAL CHARGES	\$400,250			\$400,250	0.34%
6000 TOTAL EXPENDITURES	\$116,711,000	\$ 227,500	\$ -	\$116,938,500	100%
OTHER RESOURCES & USES					
OTHER SOURCES - INSURANCE PROCEEDS					
OTHER SOURCES				\$ -	
OTHER USES - (EXPENDITURES)				\$ -	
TOTAL OTHER RESOURCES & USES	\$0	\$0	\$0	\$0	
EXCESS(DEFICIT) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES					
	\$737,000	\$0	\$ -	\$737,000	
BEGINNING FUND BALANCE					
	\$47,713,968		\$0	\$47,713,968	
ENDING FUND BALANCE					
	\$48,450,968			\$48,450,968	
FUND BALANCE AS % OF EXPENDITURES					
	41.51%			41.43%	

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Travis County 4H Resolution/Adjunct Faculty Agreement	
Date:	September 21, 2021
Category:	Consent
Background Information:	
<p>Texas AgriLife Extension through Travis County seeks a resolution from the Board of Trustees to sanction 4-H as an extra-curricular activity and an agreement to appoint county employees as unpaid adjunct faculty members for the district.</p> <p>Passage of this resolution allows students participating in off-campus 4-H activities with county adjunct faculty members to be considered “in attendance” for state funding purposes. It also allows the District to further develop 4-H as a student activity at no financial cost. This is a recurring yearly request for approval.</p>	
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes x No Amount: n/a Funding Source: n/a
Submitted by:	Dr. Laura Carlin-Gonzalez, Executive Director of Curriculum and Academics
Approved by:	Kerry Gain, Chief Academic Officer
Administration Recommendation:	
Administration recommends the Board of Trustees to approve the continuation of the extra-curricular status resolution and Adjunct Faculty Agreement with Texas AgriLife Extension, Travis County for the 2021 - 2022 school year.	

ADJUNCT FACULTY AGREEMENT

THE STATE OF TEXAS
 COUNTY OF TRAVIS

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

Upon consideration and vote of _____ in favor to _____, the herein named individuals are hereby named as adjunct faculty members of the Del Valle Independent School District subject to the following considerations and provisions of such appointment, to wit:

1. This appointment shall commence on the first day of September, 2021 and end on the first day of June, 2022, being the end of the 2021-2022 academic year.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from Del Valle Independent School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
4. Adjunct faculty member shall be under the direct supervision of either the District Extension Administrator of District 10 or the Travis County Extension Director.
5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

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

Name:	<u>Maggie M. Johnson</u>	Title:	<u>County Director</u>	Degree:	<u>BS/MS</u>	Institution:	<u>TAMU - K</u>
Name:	<u>Daphne Richards</u>	Title:	<u>Horticulture</u>	Degree:	<u>BS/MS</u>	Institution:	<u>TAMU</u>
Name:	<u>Noel Troxclair</u>	Title:	<u>ANR</u>	Degree:	<u>BS/MS/PhD</u>	Institution:	<u>Purdue</u>
Name:	<u>Wizzie Brown</u>	Title:	<u>IPM</u>	Degree:	<u>BS/MS</u>	Institution:	<u>TAMU</u>
Name:	<u>Sonia Coyle</u>	Title:	<u>FCH</u>	Degree:	<u>BS/MS</u>	Institution:	<u>Baylor</u>
Name:	<u>Crystal Wiltz</u>	Title:	<u>CEP FCH</u>	Degree:	<u>BS/MS</u>	Institution:	<u>TAMU</u>
Name:	<u>Oscar Zamora</u>	Title:	<u>EFNEP</u>	Degree:	<u>BS/MS</u>	Institution:	<u>UT RGV</u>
Name:	<u>Mikayla Herron</u>	Title:	<u>4-H</u>	Degree:	<u>BS</u>	Institution:	<u>TAMU</u>
Name:	<u>Alicia Ford</u>	Title:	<u>Urban Youth Dev</u>	Degree:	<u>BS</u>	Institution:	<u>U Northern Iowa</u>
Name:	<u>Nathan Tucker</u>	Title:	<u>CEP 4-H</u>	Degree:	<u>BS/MS</u>	Institution:	<u>Oklahoma</u>

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

This appointment of the herein named Travis County Extension Agents is not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Del Valle Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this _____ day of _____, 2021

By: _____
Del Valle Independent School District

Adjunct Faculty Appointment Accepted By:

Approved:

County Extension Agent

District Extension Administrator, District 10
Texas A&M AgriLife Extension Service

County Extension Agent

County Extension Agent

County Extension Agent

County Extension Agent

County Extension Agent

County Extension Agent

County Extension Agent

County Extension Agent

County Extension Agent

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

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the Del Valle Independent School District, meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Travis County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution is subject to all rules and regulations set forth under 19 Texas Administrative Code, as interpreted by this Board and designated officials of this school district, whose rules shall be final.

Approved this _____ day of _____, 20____.

(For Board of Trustees)

(Superintendent)

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Travis County JJAEP MOU	
Date:	September 21, 2021
Category:	Consent
<p>Administration requests approval of the Memorandum of Understanding between Del Valle ISD and the Travis County Juvenile Justice Alternative Education Program for services from September 1, 2021–August 31, 2022. The MOU was unanimously approved by the Travis County Juvenile Board on August 12, 2021.</p> <p>The MOU, as authorized by the Texas Education Code, provides for JJAEP services to youth who are referred by school districts for mandatory as well as discretionary expulsions.</p>	
Fiscal Implications:	Is there a cost? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$309.51 per day when students are placed Funding Source: General Fund
Submitted by:	Kerry Gain, Chief Academic Officer
Approved by:	Kerry Gain, Chief Academic Officer
Administration Recommendation: Administration recommends the Board of Trustees to approve the MOU with the Travis County JJAEP.	



TRAVIS COUNTY JUVENILE PROBATION DEPARTMENT

2515 South Congress Avenue | Austin, Texas 78704
Phone: (512) 854-7000 | Fax: (512) 854-7093

DARRYL L. HARRISON
Interim Chief Juvenile Probation Officer

August 16, 2021

Dr. Annette Tielle, Superintendent
Del Valle Independent School District
5301 Ross Rd., Suite 103
Del Valle, Texas 78617

RE: Memorandum of Understanding (MOU) SY2021-22
Juvenile Justice Alternative Education Program (JJAEP)

Dear Dr. Tielle:

We are forwarding a copy of the Travis County Juvenile Justice Alternative Education Program (JJAEP) Memorandum of Understanding (MOU) for September 1, 2021–August 31, 2022. The MOU was unanimously approved by the Travis County Juvenile Board on August 12, 2021. We respectfully request approval by the Del Valle Independent School District Board of Trustees and your signature to the enclosed MOU.

The MOU, as authorized by the Texas Education Code, provides for JJAEP services to youth who are referred by school districts for mandatory as well as discretionary expulsions. Pursuant to Section Nine of the MOU, this letter serves as notification of the daily rate for discretionary Category II and IV students. On August 12, 2021, the Juvenile Board set the daily rate per day of enrollment in JJAEP for SY2021-22 for students who are expelled for committing Title 5, Penal Code, felony offenses (Offenses Against the Person), under §37.0081, Education Code, at **\$309.51** per day.

Please return the approved MOU to Jennifer Dowell at Jennifer.Dowell@traviscountytexas.gov. We will forward a completed MOU once we have received all the required signatures and approvals.

If you have any questions, please do not hesitate to contact me at 512-854-7109.

Regards,

Chris Hubner

Chris Hubner
General Counsel

CC: Judge Rhonda Hurley, Chair, Travis County Juvenile Board
Darryl Harrison, Interim Chief Juvenile Probation Officer
Virginia Martinez, Director of Accreditation and Compliance

**MEMORANDUM OF UNDERSTANDING
FOR THE
JUVENILE JUSTICE ALTERNATIVE EDUCATION COOPERATIVE
OF TRAVIS COUNTY**

This Memorandum of Understanding ("Agreement") is an Interlocal Agreement entered into pursuant to Texas Education Code, Chapter 37 and the Texas Interlocal Cooperation Act, Texas Government Code, Chapter 791, and is entered into to be effective the 1st day of September, 2021, between **Travis County**, the **Travis County Juvenile Board** ("TCJB"), and the following educational entities: **Austin** Independent School District, **Del Valle** Independent School District, **Eanes** Independent School District, **Lake Travis** Independent School District, **Lago Vista** Independent School District, **Leander** Independent School District, **Manor** Independent School District, **Pflugerville** Independent School District, and **Round Rock** Independent School District (hereinafter referred to collectively as the "ISDs"). The parties to this Agreement shall be collectively referred to herein as "Participants."

RECITALS:

WHEREAS:

- (1) Texas Education Code Sec. 37.011(m) requires the TCJB to enter into a Memorandum of Understanding with the ISDs establishing a Juvenile Justice Alternative Education Program ("JJAEP"); and
- (2) The Participants desire to participate in the Juvenile Justice Alternative Education Program Cooperative of Travis County ("JJAEP Co-Op") and to comply with the agreements contained herein; and
- (3) The ISDs wish to reach an agreement with the TCJB as to the placement of students expelled from school under the discretionary expulsion and removal provisions of Texas Education Code, Chapter 37; and
- (4) The Participants desire to create and operate the JJAEP Co-Op pursuant to Chapter 37 of the Texas Education Code and this Agreement; and
- (5) The Participants further desire to define and create the duties and responsibilities of the Participants, and to set forth herein the methods by which the Participants shall fund, govern and establish the JJAEP Co-Op; and
- (6) The Participant ISDs recognize that the Texas Legislature has appropriated certain funds to pay the County and TCJB for the cost of educating students in the JJAEP Co-Op who are expelled under the mandatory expulsion provisions of Texas Education Code Chapter 37. However, such funds are insufficient to meet the cost of educating students in the JJAEP Co-Op; and

(7) The ISDs are required to consider course credit earned by a student while in the JJAEP Co-Op as credit earned in a school district program pursuant to Texas Education Code Sec. 37.011(d), and the ISDs have an ongoing interest in the quality of education provided in the JJAEP Co-Op and the academic success of students who will be returned from the JJAEP Co-Op to the regular school setting. Therefore, the ISDs desire to assist in providing the JJAEP Co-Op with full, adequate funding; and

(8) The Participant ISDs recognize that for purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the JJAEP shall be reported as if the student were enrolled in an Alternative Education Program of the student's home district and the participating home district of each student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home district, and all average daily attendance funding entitlements generated from such data shall also remain with the home district, unless otherwise provided by law or regulation of the Texas Education Agency. However, students expelled as "mandatory" placements shall be counted as "ineligible" for attendance counting purposes in the home district; and

(9) The relationship between the Participants necessitates this Interlocal Agreement.

NOW THEREFORE, BY THIS AGREEMENT IT IS MUTUALLY UNDERSTOOD AND AGREED BY THE PARTICIPANTS AS FOLLOWS:

SECTION ONE: DEFINITIONS

For purposes of this Agreement:

1.1 "Discretionary" shall mean any student who is expelled or removed from the regular classroom and meets the definition of any one of the following three categories:

1.1.a. "Discretionary Category I" shall mean any student who is expelled under Texas Education Code Sec. 37.007 (b), (c), (f), or (i) or Sec. 37.0052.

1.1.b. "Discretionary Category II" shall mean any student who is expelled for committing an off-campus offense under Texas Education Code Sec. 37.0081(a);

1.1.c. "Discretionary Category III" shall mean any student who is a publicly Registered Sex Offender who is eligible for placement in the JJAEP under Subchapter I of Chapter 37 of the Texas Education Code.

1.1.d. "Discretionary Category IV" shall mean any student who meets the definitions in Sections 1.1.a-c. above and whose placement in the JJAEP would exceed a school

district's allotted discretionary placements as set forth in section 4.8(A) of this Agreement.

1.2 "ISSP transition team" shall mean those persons responsible for reviewing a student's academic progress in accordance with Texas Education Code Sec. 37.011(d); that is, the TCJB or its designee, and the parent or guardian of the student. For purposes of this Agreement, a representative of the ISD from which the student was expelled may also be a member of the ISSP transition team, together with any JJAEP Co-Op staff as may be appropriate.

1.3 "Mandatory expulsion" shall mean any student who is expelled pursuant to the provisions of Texas Education Code Sec. 37.007 (a), (d), or (e).

1.4 "Rollover funds" shall mean all funds paid by the ISDs to the TCJB for either discretionary or mandatory expulsion allotments that remain unexpended on August 31 of each year.

1.5 "Semester" as referenced by the Texas Education Code Subchapter I. Placement of Registered Sex Offenders shall mean 90 school days.

1.6 "Student" shall mean any person residing in Travis County aged ten years or older and required to attend school pursuant to Texas Education Code Sec. 25.085 and who are under the supervision of juvenile or adult probation.

SECTION TWO: STUDENT CODES OF CONDUCT

2.1 The JJAEP Co-Op will be created and operated pursuant to Chapter 37 of the Texas Education Code and this Memorandum of Understanding. Each ISD has developed a Student Code of Conduct, specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

2.2 The Student Code of Conduct adopted by each ISD shall set forth the circumstances under which students will be subject to expulsion from the school setting and placement in the JJAEP Co-Op. A student may be expelled and placed in the JJAEP if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior despite documented behavioral interventions. Serious misbehavior, as defined by Texas Education Code 37.007(c), means:

- (1) Deliberate violent behavior that poses a direct threat to the health or safety of others;
- (2) Extortion, meaning the gaining of money or other property by force or threat;
- (3) Conduct that constitutes coercion, as defined by Section 1.07, Texas Penal Code; or
- (4) Conduct that constitutes the offense of:
 - (A) Public lewdness under Section 21.07, Texas Penal Code;

- (B) Indecent exposure under Section 21.08, Texas Penal Code;
- (C) Criminal mischief under Section 28.03, Texas Penal Code;
- (D) Personal hazing under Section 37.152, Texas Education Code; or
- (E) Harassment under Section 42.07(a)(1), Texas Penal Code, of a student or district employee.

SECTION THREE: GOVERNANCE OF JJAEP CO-OP

3.1 Composition of Governing Body - The JJAEP shall operate as a function of Travis County and the TCJB, separate and apart from the other Participants to this Agreement. It shall not be an independent political subdivision, nor shall it operate under the direction or control of any party to this Agreement other than Travis County and the TCJB.

3.2 Executive Committee - Upon the effective date of this Agreement, there shall be created an Executive Committee, consisting of one (1) representative of each ISD, one (1) representative of Travis County, and one (1) representative of the TCJB (Chief Juvenile Probation Officer or designee), each to be appointed by their respective governing body. All representatives to the Executive Committee shall be named not later than thirty (30) days from the effective date of this Agreement. Vacancies on the Executive Committee shall be filled by appointment by the governing body represented thereby.

The Executive Committee exists solely to advise and assist the TCJB, and has no authority to direct or control the JJAEP Co-Op.

3.3 Quorum and Voting - Four (4) members of the Executive Committee shall constitute a quorum. The Executive Committee shall act by and through resolutions, motions or orders adopted or passed by the Executive Committee upon the vote of the majority of the members the Executive Committee attending the meeting at which the issue was presented.

3.4 Voting Rights - Each member shall be entitled to one vote on each matter submitted to a vote of the members. In the event of a tie vote, the Chair shall have two votes.

3.5 Chair - At the initial meeting of the Executive Committee, and thereafter annually, the Executive Committee shall select from its membership a Chair by the affirmative vote of a majority of the members. The Chair shall prepare the agenda, preside over the meetings of the Executive Committee and shall be responsible for scheduling regular and special called meetings of the Executive Committee, including the provision of notice thereof.

3.6 The TCJB representative shall act as custodian of all minutes, records, and reports of the Executive Committee, and shall generally assist the Chair and shall have such powers and perform such duties and services as shall from time to time be delegated to him or her by the Chair.

3.7 The Chair shall serve in his or her respective capacities until tendering written

resignation(s) or until replacement by a majority vote of the members of the Executive Committee.

3.8 The Chair shall be entitled to vote on all matters coming before the Executive Committee.

3.9 Meetings - The Executive Committee shall hold regular meetings at such time and in such place determined by the Executive Committee. Procedures for meetings shall be governed by the most current version of *Robert's Rules of Order*. Special meetings of the Executive Committee shall be called by the Chair, or by affirmative vote of not less than one-third (1/3) of the members of the Committee.

3.10 Notice of Meeting - Written notice of the regular meetings of the Executive Committee shall be mailed, delivered or sent by electronic mail to each member not less than five (5) days prior to the date thereof. Written notice of all meetings of the Executive Committee shall be posted at the place(s) for posting notice of public meetings of each of the Parties hereto in accordance with the Texas Open Meetings Act. The Chair of the Executive Committee shall transmit to each member of the Executive Committee a notice for the purpose of such posting not less than five (5) days prior to the date of the meeting. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called. Notice shall be given by or at the general direction of Chair of the Committee, or the members calling the meeting.

3.11 Duties - The activities of the Executive Committee shall include, but not be limited to the following:

- A. To develop and recommend proposed written operating policies to the TCJB consistent with any rules and regulations adopted by the Texas Juvenile Justice Department pursuant to Texas Education Code Sec. 37.011, and Texas Human Resources Code Sec. 221.002(a) regarding the operations, policies and procedures of the JJAEP Co-Op, and to make advisory recommendations to the TCJB regarding such operations, policies, and procedures including suggested changes or amendments thereto;
- B. To facilitate coordination with the Participants to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the JJAEP Co-Op and the subsequent transition back into the school setting;
- C. To formulate and recommend other policies or procedures as appropriate to the TCJB as may be necessary to operate consistent with any rules and regulations as shall be adopted by the Texas Juvenile Justice Department; and

- D. To review the annual budget, actual operating costs, and cost projections for the JJAEP Co-Op.

3.12 JJAEP Co-Op Executive Committee Compensation - No member of the JJAEP Co-Op Executive Committee shall receive compensation for his or her services as a member of the Committee. Nothing herein contained shall be construed to preclude any Committee member from receiving compensation or reimbursement for expenses from the member's respective employer for serving on the Committee.

SECTION FOUR: STUDENT PLACEMENT IN JJAEP

4.1 The Participants hereto acknowledge that Texas Education Code Sec. 37.010(a) requires that every expelled student in a county with a population of 125,000 or greater who is not detained or receiving treatment under an order of the juvenile court must be enrolled in an educational program. It is therefore the intent of the JJAEP Co-Op to provide educational services to all expelled students, as provided more fully herein, in accordance with Texas Education Code Sec. 37.011. However, no students will be assigned to the Travis County JJAEP except as set forth by provisions of this Agreement.

4.2 Students who are expelled from the school district setting will be afforded due process within the respective ISD as provided by school district policy and federal and state law.

4.3 Each ISD shall use its best efforts to notify the juvenile court in writing as soon as practicable upon the ISD's identification of a student who the ISD reasonably believes has engaged in conduct for which the student will be subject to mandatory expulsion. Such notice may be given in addition to any notice required under Texas Family Code Sec. 52.041. If the juvenile court receives written notice under this section that a student is believed to have engaged in conduct for which the ISD reasonably believes the student will be subject to mandatory expulsion, and the student is under the jurisdiction of the juvenile court, the juvenile court shall consider entering an order that the student attend the JJAEP Co-Op as soon as practicable, pending the outcome of any disciplinary proceedings at the ISD.

4.4 Every student eligible for placement in the JJAEP as set forth by the provisions of this Agreement who has been expelled from an ISD, and for whom information has been provided by the ISD from which the student has been expelled to the juvenile court in accordance with Texas Family Code Sec. 52.041, shall be ordered by the juvenile court to enroll in the JJAEP Co-Op as soon as reasonably practicable after the juvenile court's receipt of such notice. The information provided by the ISD for any student expelled for serious misbehavior under Texas Education Code Sec. 37.007(c), shall include documentation of the serious misbehavior and documentation of the behavioral interventions provided by the ISD prior to the expulsion.

4.5 Failure of an ISD to timely notify the juvenile court of an expulsion pursuant to Texas Family Code Sec. 52.041 shall result in the student's duty to continue attending the school district's educational program, which shall be provided to that student until such time as the notification to the juvenile court is properly made.

4.6 The juvenile court shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the juvenile court ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the juvenile court shall consider entering an order that the student immediately begin attending the JJAEP Co-Op pending resolution of the disciplinary action, including any expulsion hearings, at the ISD.

4.7 It is the intent of the Participants hereto that for each expelled student who is placed in the JJAEP Co-Op, the term of such placement will be coterminous with the term of the student's expulsion from school. In an effort to support a student's successful transition from the JJAEP, the ISDs agree that a student's JJAEP placement shall terminate at the end of the home school district's grading period, except that any placement shall have a term of no less than 30 school days, absent extenuating circumstances. Students must remain in the JJAEP Co-Op for the full period ordered by the juvenile court unless the student's school district agrees to accept the student before the date ordered by the juvenile court or the student is referred back to the ISD pursuant to Section 4.8 or Section 4.9 or Section 4.10 herein. The juvenile court shall consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation. At the conclusion of the student's term of probation, or any other requirement imposed by the juvenile court, including conditions of a deferred prosecution ordered by the court, or such conditions required by the prosecutor or probation department, and if the student meets the requirements for admission into the public schools established by law, the school district in which the student resides must readmit the student, but may assign such student to the school district alternative education program. In an effort to facilitate the required transition meeting between JJAEP and the home school district, a student may remain enrolled in the JJAEP for up to one week (7 calendar days) in the event that a student's term of probation or pre-trial supervision ends before the term of expulsion expires. The JJAEP is responsible for ensuring the transition meeting is scheduled at the earliest possible date.

4.8 It is the intent of the Participants hereto that the JJAEP Co-Op shall give priority to mandatory expulsion students from each of the ISDs. It is understood by the Participants, however, that the JJAEP Co-Op has limited space and staffing, and that conditions outside the control of any Participant to this Agreement may cause fluctuations in the JJAEP Co-Op population. The current maximum capacity of the JJAEP is fifty students. The "maximum capacity" of the JJAEP may be redefined from time to time, however, as deemed appropriate by the JJAEP Co-Op. Given the limited space at the JJAEP, participants agree to abide by the following procedures for discretionary placement decisions:

- A. Each participating school district will be permitted to enroll as many as four (4) discretionary students in the JJAEP Co-Op at the same time during the school year. Any district that exceeds four (4) discretionary enrollments at the same time will be billed in accordance with Section 9.1.b. of this Agreement. These students must meet the definitions of Discretionary Category I, II, III or IV students, as set forth by Section 1.1 of this Agreement.
- B. Discretionary students will not be accepted into the JJAEP in the event that maximum capacity has been reached.
- C. Discretionary students will not be accepted into the JJAEP if the student is seventeen (17) years of age or older, and not under the jurisdiction of the juvenile court.

In the event the JJAEP has reached maximum capacity and a mandatory expulsion student is referred for placement in the JJAEP Co-Op, the JJAEP Manager will immediately identify the school district(s) with the highest number of discretionary student placements and determine which discretionary student from these districts should be dismissed from the JJAEP Co-Op to accommodate the additional mandatory expulsion student. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

In the event the JJAEP has reached maximum capacity and a school district with fewer than four (4) discretionary placements refers a student for placement based on a discretionary offense, the JJAEP Manager will identify any district(s) with more than four (4) discretionary student placements and determine which discretionary student(s) from these districts must be dismissed from the JJAEP to accommodate the referral from the district with fewer than four (4) discretionary placements. The decision by the JJAEP Manager will be based on the severity of the offense, the circumstances and term of the expulsion, the number of days the student has attended JJAEP, and the student's academic and behavioral progress while at the JJAEP.

4.9 A student who is assigned to the JJAEP as a "Discretionary Category II" student for a felony offense under Texas Education Code Sec. 37.0081(a) shall be returned to the student's home ISD upon the first of the following events to occur:

- a. The charges are dismissed or reduced to a misdemeanor offense;
- b. The student is acquitted;
- c. The student completes the term of placement;
- d. The student is assigned to another program; or
- e. The student graduates from high school.

4.10 A student who is assigned to the JJAEP for engaging in serious misbehavior, as defined by and pursuant to Texas Education Code Sec. 37.007(c) will be returned to the sending ISD upon the completion of the semester or, in circumstances when the student is expelled within

6 weeks of the end of a semester, the completion of the following semester, unless otherwise returned earlier by expiration of the term of the expulsion or by other mutual agreement.

SECTION FIVE: LIAISON

5.1 Each ISD shall notify the juvenile court in writing of its designated Liaison. Each Liaison shall have authority to offer recommendations to the juvenile court regarding placement alternatives for students under the jurisdiction of the juvenile court, and to bind the Liaison's respective ISD to any agreement to return a child to the school setting.

5.2 The Liaison shall assist the juvenile court in obtaining the permission from the parent(s) of each student served by the JJAEP Co-Op to release medical, educational or other appropriate records to the juvenile court and to the JJAEP Co-Op. In the absence of such parental consent, the juvenile court may consider the need for a court order releasing such records, and the Liaison may provide the juvenile court with such other educational information regarding the child as may be permitted by law.

5.3 The Liaison shall be responsible for coordinating the ISD's participation on the ISSP transition team, as appropriate.

5.4 As necessary, the Liaison will consult with representatives of the Participants regarding matters affecting the programs, services, and student population of the JJAEP Co-Op.

SECTION SIX: JJAEP CO-OP FACILITIES AND STAFFING

6.1 The JJAEP Co-Op facilities and staffing will be provided by Travis County and the TCJB. Such facilities and staffing may be provided under a separate agreement with one or more ISDs or a third-party provider. It is contemplated by the Participants that the facilities, staffing, services and other requirements of the JJAEP Co-Op will be fully operational to the extent of this Agreement no later than the first day of school in each year in which this Agreement continues in force and effect. The JJAEP Co-Op shall operate on the same school calendar as the Austin Independent School District. TCJB shall comply with all state bidding and procurement laws in obtaining facilities and staffing for the JJAEP Co-Op to the extent such are applicable.

SECTION SEVEN: TRANSPORTATION

7.1 Each ISD shall be responsible for providing for the transportation of its students to and from the JJAEP Co-Op facility. Each ISD acknowledges and agrees that the student drop off and pick-up locations will be no further than two (2) miles from the students' residence. Disciplinary incidents occurring during transport on the ISDs' vehicles will be referred to the JJAEP Program Administrator or designee for appropriate disciplinary action.

SECTION EIGHT: RELEASE OF STUDENT AND JUVENILE RECORDS

8.1 The governing body of each Participant finds that in order to appropriately serve students receiving services under this Agreement, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. In the absence of parental consent, the juvenile court with jurisdiction over a student receiving educational services under this Agreement shall consider authorizing the entities providing services to such student to release appropriate juvenile, educational, diagnostic, treatment or other records as appropriate to permit the consistent provision of services to the student, as provided under Texas Family Code Sec. 58.0051 and 58.0052.

8.2 All student education records specific to an individual student shall be considered confidential, and shall be shared only with the juvenile court, the student, the parent(s) or guardian(s) of the student, and those employees of the juvenile court, Participant, or JJAEP Co-Op with a legitimate educational interest in the student. Student educational records shall be transferred to the appropriate ISD upon dismissal of a student from the JJAEP Co-Op.

8.3 Each ISD shall be responsible for providing the JJAEP the following educational records prior to the student's admission to the JJAEP:

- a. Grades and transcript (current and immediately preceding semester)
- b. Current student schedule
- c. Attendance for the immediately preceding semester
- d. Behavior referrals for the immediately preceding semester
- e. Student's Texas Unique ID Number (TSDS #)
- f. PEIMS ID
- g. Immunization records
- h. Special Education assessments, if applicable
- i. Special Education plans, including ARD, IEP, BIP, or 504 information, if applicable
- j. Manifestation Determination Review documentation, if applicable
- k. LPAC-ELL documentation, if applicable
- l. Home language survey
- m. School lunch eligibility
- n. Current information related to state-mandated assessments
- o. Expulsion letter

SECTION NINE: FUNDING FOR JJAEP CO-OP

9.1.a. Daily Rate for Discretionary Category I and III Students - The ISDs will be billed a daily rate not to exceed the daily rate authorized by the Texas Juvenile Justice Department for mandatory expulsion students for each day a "Discretionary Category I" student expelled pursuant to Texas Education Code Sec. 37.007 (b), (c), (f) or (i); or a "discretionary category III" student placed as a publicly Registered Sex Offender pursuant to Texas Education Code Chapter 37,

Subchapter I, is in attendance in the JJAEP Co-Op.

9.1.b. Daily Rate for Discretionary Category II and IV Students - The ISDs will be billed a daily rate based on the actual operational costs, as determined by the TCJB based on the Board's annual audit, for each day a "Discretionary Category II" student expelled for a felony pursuant to Texas Education Code Sec. 37.0081 or a "Discretionary Category IV" student is enrolled in the JJAEP. Audit figures from the most recently finalized audit will be used to set current year actual daily costs. The rate per student per day of enrollment for school year 2021-2022 will be set by the TCJB at their duly noticed meeting in August 2021, and notification will be provided to all ISDs under this Agreement.

9.2 Rollover Funds - If any portion of the funds paid by the ISDs hereunder remain unused at the end of the term of this Agreement, such funds shall become rollover funds for the following year and shall be applied to the cost of funding JJAEP Co-Op operational expenses for the subsequent school year(s).

9.3 Maintenance of Depository Account - Travis County shall place all funds received hereunder in a fully insured depository account, or other secured account, as required by law. Funds received hereunder shall be separately accounted for and may not be budgeted or allocated for any purpose other than the operation of the JJAEP Co-Op. All principal and any interest accruing to the TCJB account from such deposited funds shall be credited to the JJAEP Co-Op and shall be used for the necessary and reasonable expenses of the JJAEP Co-Op and shall not be commingled with the regular operating funds of either the TCJB or Travis County. All rollover funds shall be separately accounted for and used to fund program costs for the subsequent school year.

9.4 Accounting - Travis County shall provide an accounting to the Participants, on an as-requested basis, of the amounts paid to the TCJB in connection with the JJAEP Co-Op, together with supporting documentation.

9.5 Billing - Travis County agrees to establish and coordinate billing arrangements with the ISDs with respect to the ISDs' funding obligations, if any, to the JJAEP Co-Op under this Agreement.

9.6 Audit - At least annually, Travis County shall provide an audited accounting to the other Participants of funds received and paid with respect to the JJAEP Co-Op.

9.7 Budget - The Executive Committee shall provide recommendations to the TCJB on budgetary matters relating to the establishment and operation of the JJAEP Co-Op.

SECTION TEN: SPECIAL SERVICES

10.1 The TCJB shall be responsible for providing any educational and support services that are provided to all students in a general education setting. The referring ISD is responsible for

providing any education and support services beyond the general educational curriculum and general education setting that are required to comply with Section 504 of the Rehabilitation Act of 1973 (“Section 504”), the Americans with Disabilities Act of 1990 (“ADA”), Individuals with Disabilities Education Act (“IDEA”), and Title VI of the Civil Rights Act of 1964. The ISD in which a student resides shall provide and fund any services specified in the Individualized Education Plan (IEP), 504 Plan, and Language Proficiency Assessment Committee (LPAC) Report that fall outside of the general education curriculum or setting to eligible students.

10.2 TCJB and the ISDs shall cooperate in the provision of special services to students placed in the JJAEP Co-Op. However, ultimately, the referring ISD is responsible to ensure that appropriate programs and services, as articulated in a student’s IEP, Behavior Intervention Plan (BIP), 504 Plan, or LPAC Report are provided at the JJAEP continuously and without disruption.

10.3 Any student who commits an offense and has been identified by the ISD as having a disability may be expelled from the ISD only after a duly constituted Admission, Review, and Dismissal (“ARD”) Committee or 504 Committee determines that the alleged offense is not a manifestation of the student’s disability in accordance with applicable state and federal laws. Each ISD shall provide reasonable notice to the administrator of the JJAEP Co-Op of the ISD’s ARD Committee or 504 Committee meetings where placement in the JJAEP Co-Op will be considered or when reviewing or modifying the program of a student who qualifies for special education or 504 services in the JJAEP Co-Op. A copy of the student’s current Special Education or 504 records must be provided to the JJAEP administrator with the notice of the meeting. The JJAEP administrator or designee may participate in the meeting to the extent that the meeting relates to the student’s placement in the JJAEP and the implementation of the student’s IEP, BIP, or 504 Plan. The ISDs shall be responsible for scheduling and sending notices of ARD or 504 meetings during the period of expulsion, and for notifying and inviting JJAEP Co-Op representatives to participate in these meetings. For students receiving services under the Individuals with Disabilities Education Act or Section 504, the ARD Committee or 504 Committee meetings shall satisfy the requirement for the Individual Student Services Plan transition team meetings as otherwise required in Section 12.1 herein.

10.4 If, after placement of a student with disabilities in the JJAEP Co-Op under this Agreement, the administrator of the JJAEP Co-Op has concerns that the student’s educational or behavioral needs cannot be met in the JJAEP Co-Op, the administrator (or his/her designee) shall immediately provide written notice to the ISD from which the student was expelled. Upon receipt of such notice, the ISD shall convene an ARD Committee or 504 Committee meeting to reconsider the placement of the student in the program, giving reasonable advance notice to the administrator of the JJAEP Co-Op. A representative of the JJAEP Co-Op may participate in the ARD Committee or 504 Committee meeting to the extent that the meeting relates to the student’s placement or continued placement in the JJAEP Co-Op.

10.5 If a student assigned to the JJAEP is suspected of having a disability under IDEA criteria, the referring ISD’s Child Find procedure will be initiated to resolve whether an assessment to determine eligibility is necessary. The JJAEP will assist with the completion of necessary

referral documents. Any student determined to qualify for services and protection under IDEA or Section 504, shall be afforded all lawfully required services and protections by the referring ISD to the extent that the JJAEP cannot provide the service and the referring ISD is notified of the need to provide the service.

10.6 The JJAEP, in collaboration with the referring ISD, must ensure that a student who is non-English speaking or who speaks English as a second language is provided English Language Learner (ELL) services and instruction appropriate to address his or her needs, as determined by a Language Proficiency Assessment Committee (LPAC). The referring ISD shall be responsible for scheduling and sending notices of LPAC meetings and any related assessments during the period of expulsion. The referring ISD shall provide reasonable written notice to the JJAEP Administrator of any LPAC meetings during the period of expulsion and will allow JJAEP representatives to attend and participate in the meetings. The referring ISDs will provide copies of the most current LPAC determinations to the JJAEP.

SECTION ELEVEN: ADMINISTRATION OF ALL REQUIRED STATE TESTING

11.1 In accordance with Texas Education Code, Section 37.011(d), state mandated assessment instruments shall be administered to all students enrolled in the JJAEP, except where such students are exempted from such testing by an ARD committee or other legal authority. The Participants agree that they will cooperate in the acquisition of testing materials, scheduling, and as otherwise necessary in order to facilitate assessment instrument administration. Prior to scheduled testing dates, the Participants will communicate regarding the most efficient method of obtaining secured testing materials for all students placed in the JJAEP. The JJAEP and ISDs will cooperate in the acquisition of such materials for students in the JJAEP. Each ISD shall provide to the JJAEP Administrator the name of a responsible contact person who shall have responsibility, on behalf of each ISD, for coordination of administration of statewide assessment instruments for that ISD's students enrolled in the JJAEP.

SECTION TWELVE: EXPEDITED MAGISTRATE SYSTEM

12.1 The expeditious hearing of all cases related to the JJAEP Co-Op by the juvenile court is crucial to the spirit and the letter of the Texas Legislature's changes to both the Education and the Juvenile Justice Codes. The TCJB and juvenile courts will utilize their best efforts to provide a system whereby all juvenile cases related to the Travis County JJAEP can be heard by the juvenile courts as soon as practicable after the student has been expelled from the school setting. Accordingly, the following expedited judicial procedures shall be applied to those cases concerning students expelled from the school setting:

- A. The juvenile courts shall establish a procedure by which the Juvenile Probation Department Intake Division shall identify students who are eligible for placement in the JJAEP Co-Op, and notify the District Attorney when it receives a referral for an offense that may result in placement in the JJAEP Co-Op not later than the next working day after the referral is received.

- B. The ISDs shall make their best efforts to conduct their expulsion hearings no later than seven (7) school days after an offense is reported to the respective school Liaison. If the student is expelled, the ISD will send to the juvenile court, not later than the second working day after the expulsion hearing, the recommendations of the Liaison regarding placement of the student in either the JJAEP Co-Op or a school district program. The Liaison will also forward such academic and behavioral records as it may have legal authority to share with the juvenile court, or in the absence of such authority, shall forward a written report to the juvenile court relating non-confidential information that is relevant to the educational placement of the student.

SECTION THIRTEEN: ACADEMIC REVIEW AND TRANSITION

13.1 Within a reasonable period of time after admission to the JJAEP Co-Op, each student shall have an Individual Student Services Plan (“ISSP”) prepared by the ISSP transition team to meet the student’s individual academic needs. The ISSP shall be reviewed periodically, at reasonable intervals, and shall address each student’s emotional, social, and educational needs. In the case of a high school student, the ISSP shall contain a review of the student’s progress toward meeting high school graduation requirements and shall establish a specific graduation plan for the student. The ISSP shall be designed by the ISSP transition team and any other persons deemed appropriate by the TCJB, and shall require parental participation. For students receiving services under IDEA, no ISSP transition team review shall be required under this section.

13.2 The TCJB shall provide to the ISDs a summative evaluation of the performance of all students served by the JJAEP Co-Op on an annual basis. Such evaluation shall reflect the academic performance of students served in the JJAEP Co-Op each year, as well as providing follow-up with former students of the JJAEP Co-Op. The ISDs shall assist the JJAEP Co-Op in developing meaningful performance measurement criteria, and in providing follow-up data for former JJAEP Co-Op students who return to the school setting. All Participants shall use their best efforts to work collaboratively to capture meaningful performance data, as well as follow-up information on students returning to the ISDs.

13.3 The ISSP transition team shall formulate a transition plan, specifying any services to be provided upon return to the regular educational setting, as part of the ISSP for each student. The ISSP transition plan shall be completed prior to the student's completion of the JJAEP Co-Op placement.

SECTION FOURTEEN: TERM OF AGREEMENT

14.1 The initial term of this Agreement shall be for the period from the effective date of this Agreement through August 31, 2022. This Agreement shall be automatically renewed for an

additional term of one (1) year on the same terms and conditions, unless one or more of the Participants hereto elects to terminate this Agreement by providing written notice to all other Participants hereto at least sixty (60) days prior to the expiration of the initial term, unless terminated sooner. This Agreement may be extended for additional terms of one (1) year upon the mutual consent of the Participants evidenced by an extension agreement entered into not later than thirty (30) days prior to the termination date of this Agreement, or any extension hereof.

14.2 Any provision of the preceding Section 14.1 to the contrary notwithstanding, any ISD may withdraw from this Agreement prior to the expiration of the term hereof by written agreement of the TCJB, or for good cause, at any time. Any ISD withdrawing from this Agreement shall be entitled to recover all funds from the Texas Juvenile Justice Department to which it is entitled. No ISD withdrawing from this Agreement shall be entitled to receive any portion of the rollover funds, unless this Agreement is terminated by all Participants hereto in its entirety, or this Agreement is terminated by operation of law. In the event this Agreement is terminated in its entirety, any rollover funds remaining shall be distributed to the ISDs, pro-rata, based upon the number of students served by the ISD residing in Travis County.

14.3 In the event of termination by any Participant, the Agreement will remain in force and effect with respect to the remaining Participants, unless such termination frustrates the overall purposes and intent of this Agreement.

SECTION FIFTEEN: MISCELLANEOUS

15.1 Records and Reporting Requirements - Throughout the term of this Agreement, the Participants hereto agree to establish and maintain detailed records regarding the administration and operation of the Juvenile Justice Alternative Education Program and JJAEP Co-Op, including information regarding the costs of such programs, including facilities, staffing and administrative expenses.

15.2 Legal Requirements - The Participants agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing the juvenile justice programs applicable to school districts and/or county juvenile probation departments. In the event that any of the Participants hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.

15.3 Notice - Except where oral notice is specifically allowed or required under this Agreement, any notice provided hereunder by any party to another shall be in writing and may be either: 1) delivered by hand to the party or the party's designated agent; 2) deposited in the United States mail, postage paid; 3) transmitted by telecopy; 4) transmitted by electronic mail transmission; or 5) delivered by a reputable courier service, to the following address or telecopy

number:

Austin Independent School District:

Dr. Stephanie Elizalde, Superintendent of Schools
Austin Independent School District
4000 S. I-H 35 Frontage Road
Austin, Texas 78704
512-414-2412 PHONE 512-414-1486 FAX
e-mail: superintendent@austinisd.org

Del Valle Independent School District:

Dr. Annette Tielle, Superintendent of Schools
Del Valle Independent School District
5301 Ross Road, Suite 103
Del Valle, TX 78617
512-386-3010 PHONE 512-386-3015 FAX
e-mail: annette.tielle@dvisd.net

Eanes Independent School District:

Dr. Tom Leonard, Superintendent of Schools
Eanes Independent School District
601 Camp Craft Road
Austin, TX 78746
512-732-9001 PHONE 512-732-9005 FAX
e-mail: tleonard@eanesisd.net

Lake Travis Independent School District:

Mr. Paul Norton, Superintendent of Schools
Lake Travis Independent School District
3322 Ranch Road 620 South
Austin, TX 78738
512-533-6020 PHONE 512-533-6001 FAX
e-mail: nortonp@ltsidschools.org

Lago Vista Independent School District:

Mr. Darren Webb, Superintendent of Schools
Lago Vista Independent School District
P.O. Box 4929
Lago Vista, TX 78645-0001
512-267-8300 PHONE 512-267-8304 FAX
e-mail: darren_webb@lagovista.txed.net

Leander Independent School District:

Dr. Bruce Gearing, Superintendent of Schools
Leander Independent School District
P.O. Box 218
Leander, Texas 78646
512-570-0000 PHONE 512-570-0048 FAX
e-mail: superintendent@leanderisd.org

Manor Independent School District:

Dr. Andre Spencer, Superintendent of Schools
Manor Independent School District
P.O. Box 359
Manor, TX 78653
512-278-4002 PHONE 512-278-4017 FAX
e-mail: Andre.Spencer@manorisd.net

Pflugerville Independent School District:

Dr. Douglas Killian, Superintendent of Schools
Pflugerville Independent School District
1401 West Pecan Street
Pflugerville, TX 78660-2518
512-594-0000 PHONE 512-594-0011 FAX
e-mail: superintendent@pfisd.net

Round Rock Independent School District:

Dr. Hafedh Azaiez, Superintendent of Schools
Round Rock Independent School District
1311 Round Rock Avenue
Round Rock, Texas 78681
512-464-5022 PHONE 512-464-5055 FAX
e-mail: superintendent_rrisd@roundrockisd.org

Travis County Juvenile Board:

Honorable Rhonda Hurley
98th District Court
Chair, Travis County Juvenile Board
1000 Guadalupe Street, 5th Floor
Austin, Texas 78701
512- 854-9384 PHONE 512- 854-9332 FAX

Travis County:

Honorable Andy Brown, Travis County Judge
700 Lavaca, Suite 2.300
Austin, Texas 78701
512- 854-9555 PHONE 512- 854-9535 FAX
with a copy to the Travis County Attorney:

Honorable Delia Garza, Travis County Attorney
314 West 11th Street, Suite 300
Austin, Texas 78701
512- 854-9415 PHONE 512- 854-9316 FAX

Any party may designate a different agent or address for notice purposes by giving the other Participants ten (10) days written notice in the manner provided above.

15.4 Amendments - If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the Participants, provided that all such changes, amendments, supplements or modifications shall be in writing.

15.5 Integration Clause - This Agreement, including schedules and attachments, contains the entire agreement of the Participants hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Participants. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect. It is acknowledged by the Participants that no officer, agent, employee or representative of Travis County has any authority to change or amend the terms of this Agreement or any attachments to it or to waive any breach of this Agreement unless expressly granted that authority by the Travis County Commissioners Court.

15.6 Partial Invalidity - If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be effected, impaired or invalidated, unless such holding causes the obligations of the Participants hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Participants hereto.

15.7 Non-assignability - No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by any Participant without the prior written consent of the other Participants hereto.

15.8 Waiver - No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

15.9 Immunity - Neither Travis County, the TCJB, nor the ISDs waive or relinquish any immunity or defense on behalf of themselves, their trustees, commissioners, offices, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.

15.10 Available Funds - The Participants to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity.

15.11 Open Meetings - The meetings at which this Agreement was approved by the Participants' governing boards were posted and held in accordance with the Texas Open Meetings Act, Texas Government Code Ch. 551.

15.12 Mediation - Any dispute arising under this Agreement may be submitted, upon agreement of the Participants, to non-binding mediation. When mediation is acceptable to the participants in resolving any dispute arising under this Agreement, the Participants agree to use the Dispute Resolution Center of Austin or any other mediator as shall be mutually agreed upon by the Participants, to provide mediation as described in Section 154.023 of the Texas Civil Practice and Remedies Code. Unless the Participants are satisfied with the result of the mediation, the mediation will not constitute a final binding resolution of the dispute. All communications within the scope of the mediation shall remain confidential as described in §154.073 of the Texas Civil Practice and Remedies Code, unless the Participants agree, in writing, to waive the confidentiality.

IN WITNESS THEREOF, the undersigned Participants acting under the authority of their respective governing boards have caused this Agreement to be duly executed in multiple counterparts, each of which shall constitute an original, all as of the day and year above first written, which is the date of this Agreement.

APPROVED:

DocuSigned by:

Rhonda Hurley

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Honorable Rhonda Hurley
Chair, Travis County Juvenile Board

APPROVED:

Honorable Andy Brown
Travis County Judge

APPROVED:

Austin Independent School District

APPROVED:

Del Valle Independent School District

APPROVED:

Eanes Independent School District

APPROVED:

Lago Vista Independent School District

APPROVED:

Lake Travis Independent School District

APPROVED:

Leander Independent School District

APPROVED:

Manor Independent School District

APPROVED:

Pflugerville Independent School District

APPROVED:

Round Rock Independent School District

In Process

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Submission of Maximum Class Size Waiver								
Date:	September 21, 2021							
Category:	Consent							
Background Information:								
<p>A waiver must be submitted to the Texas Education Agency (TEA) for every pre-kindergarten through fourth grade classroom in which the student enrollment is greater than 22. Because of continued district growth, the following classes have an enrollment of more than 22 students.</p> <ul style="list-style-type: none"> • Baty- prekindergarten (25 students) • Collins-prekindergarten class 1 (26 students) • Collins-prekindergarten class 2 (25 students) • Collins-3rd grade class (23 students) • Creedmoor -prekindergarten class 1(23 students) • Creedmoor-prekindergarten class 2 (23 students) • Gilbert-prekindergarten class (24 students) • Hornsby-prekindergarten class (23 students) • Hornsby-kindergarten (23 students) • Popham-prekindergarten class 1 (23 students) • Popham-prekindergarten class 2 (24 students) • Popham- 3rd grade class (25 students) • Popham-4th grade class (24 students) • Popham-4th grade class (24 students) <p>The table below shows the current number of class size waivers. This table will be updated each month to highlight any increases in the number of classes that exceed the 22-student class limit.</p>								
	PK	K	1st	2nd	3rd	4th	5th	Total
Baty	1							1
Collins	2				1			3
Creedmoor	2							2
DVE	0							0
Gilbert	1							1
Hillcrest								0
Hornsby	1	1						2
Popham	2				1	2		5
Smith								0
Total	9	1	0	0	2	2	0	14

**Del Valle Independent School District
Board of Trustee Meeting**



Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: n/a Funding Source: n/a
Submitted by:	Suzi Wallace: Director of Staffing, Enrollment, and Teacher Mentorship
Approved by:	Gabril Muñoz: Assistant Superintendent of Human Resources
Administration Recommendation: Administration recommends the Board of Trustees to approve the submission of the classroom size waivers for the 2021-2022 school year.	

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Purchase over \$50,000 - Emergency Connectivity Fund		
Date:	September 21, 2021	
Category:	Consent	
<p>Background Information: The FCC's Emergency Connectivity Fund (ECF) is a \$7.17 billion program that was released in July to help schools and libraries provide the tools and services their communities need for remote learning during the COVID-19 emergency period.</p> <p>Del Valle ISD has submitted an application for up to 100% reimbursement of \$3,876,672.50 for the replacement of student devices that are older than 3 years old and for the data plans for student hotspots. This is the first iteration of this program and approval process timelines are currently unknown. Due to the unknown process timeline, the administration is requesting approval to purchase ECF hardware once the district application is approved by the FCC. The district hopes to move quickly on approved purchases in an attempt to minimize the impact of current backorders in the technology industry.</p>		
Proposed Emergency Connectivity Fund Purchases		
Item	Quantity	Total Cost
Student iPads	1,804	\$710,796
Student Chromebooks	6,458	\$2,600,996.50
Student MacBooks (CTE)	715 (Up to \$400)	\$286,000
Verizon Hotspot Data Plans	2,324	\$278,880
	Total	\$3,876,672.50
Fiscal Implications:	Is there a cost? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: \$3,876,672.50 Funding Source: Federal ECF Funding	
Submitted by:	Jeff St. Andre: Chief Technology Officer	
Approved by:	Jeff St. Andre: Chief Technology Officer	
Administration Recommendation: Administration recommends the Board of Trustees approve the purchase over \$50,000 for Emergency Connectivity Fund devices and services.		

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Purchases over \$50,000 for COVID-19 related supplies, equipment and related products	
Date:	September 21, 2021
Category:	Consent
<p>Background Information: With the continued effort to limit the spread of COVID-19 within DVISD facilities, district staff is being proactive by procuring items from various vendors to meet the needs of the district. The costs of the products vary, and multiple vendors are used to secure the products.</p> <p>At this time, the total expenditures for COVID-19 related supplies are expected to exceed \$50,000.00 in cumulative purchases for the 2021-2022 with the following vendors:</p> <p>Laird Plastics, Inc. EcoLab, Inc School Nurse Supply, Inc. School Health Corporation Gulf Coast Paper dba Imperial Dade Home Depot Global Industrial Ferguson Matera</p> <p>Examples of COVID-19 supplies:</p> <ul style="list-style-type: none"> • Hand sanitizer, refill sanitizer, and mobile stations • Disposable adult and student masks in various options • Face shields for adults and students • Sanitizing spray, wipes, and towels • Signage, stands, cones, and related social distancing items • Disinfecting chemicals and micro ion charged misting sprayers • Counter shields, partitions, and furniture dividers • Future equipment and supplies as recommended by local health code • COVID mitigation supplies and materials <p>The estimated cost for the 2021-2022 fiscal year is \$500,000.</p>	
Fiscal Implications:	Is there a cost? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Amount: Estimated \$ 500,000 Funding Source: ESSER
Submitted by:	Steven Alves, Executive Director of Maintenance and Facilities
Approved by:	Ray Prentice, Chief Operations Officer
<p>Administration Recommendation: Administration recommends the Board of Trustees to approve the purchases over \$50,000 for COVID-19 related supplies, equipment and related products.</p>	

**Del Valle Independent School District
Board of Trustee Meeting**



Agenda Item: Board Policy Revision of AE (Local)	
Date:	September 21, 2021
Category:	Consent
Background Information:	
<p>As part of the strategic planning process, the Board developed an updated mission and vision statement for the district. On February 16, 2021, the Board voted to accept the revised mission and vision statement. Administration is recommending local policy change to reflect the updated mission and vision statement as such:</p>	
Vision:	
To empower our students to be critical thinkers and innovative world-class visionaries.	
Mission:	
To create a bi-literate, culturally responsive enhanced academic foundation by providing a future-ready education with real-world opportunities.	
Fiscal Implications:	Is there a cost? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Amount: n/a Funding Source: n/a
Submitted by:	Jonathan Harris, Chief Compliance, Governmental and Community Relations Officer
Approved by:	Jonathan Harris, Chief Compliance, Governmental and Community Relations Officer
Administration Recommendation:	
Administration recommends the Board of Trustees to approve revision of Board Policy AE (Local).	

**Mission/Vision—
Statement**

~~The Del Valle Independent School District, the fearless educational leader that binds a growing and progressive community, will empower and inspire our students to be world-class visionaries who navigate challenges and think critically as valued, productive contributors and socially responsible leaders in a diverse, global society through: commitment to our beliefs, innovative practices, and collaborative efforts of all stakeholders.~~

Vision Statement

To empower our students to be critical thinkers and innovative world-class visionaries.

Mission Statement

To create a bi-literate, culturally responsive enhanced academic foundation by providing a future-ready education with real-world opportunities.

PRESIDENT'S STATEMENT

READ AT THE BEGINNING OF CLOSED SESSION:

THE BOARD OF TRUSTEES WILL NOW ADJOURN INTO CLOSED SESSION UNDER THE FOLLOWING SECTIONS OF THE TEXAS OPEN MEETINGS ACT:

- TGC §551.071 Consultation with Attorney Regarding Covid Safety Protocols
- TGC §551.071 and §551.072 Consultation with Attorney Regarding the Purchase, Exchange, Lease, or Value of Real Property
- TGC §551.072 Deliberate the Purchase, Exchange, Lease, or Value of Real Property
- TGC §551.074 Review and Approve Employment, Resignations and Terminations of Professional Staff
- TGC §551.074 Review Employment, Resignations and Terminations of At-Will Personnel
- TGC §551.074 Consider Sanctions for Abandonment of Contract
- TGC §551.074 Discussion of Personnel Matters
- TGC §551.071 Consultation with Attorney Regarding Board Meeting Protocols

PRESIDENT'S STATEMENT

READ AT THE END OF CLOSED SESSION:

***THE BOARD OF TRUSTEES ENDED ITS CLOSED
SESSION AT _____ P.M., SEPTEMBER 21, 2021.***