

**TRINITY BASIN PREPARATORY
MEETING OF THE BOARD OF DIRECTORS
2730 N HWY 360
GRAND PRAIRIE, TEXAS, 75050
MONDAY, OCTOBER 19, 2020**

12:00 P.M. OPEN SESSION

ALL MEMBERS OF THE BOARD PARTICIPATING IN THIS MEETING WILL PARTICIPATE VIA VIDEO OR TELEPHONE CONFERENCE IN ACCORDANCE WITH THE GOVERNOR'S AUTHORIZATION CONCERNING SUSPENSION OF CERTAIN OPEN MEETING LAW REQUIREMENTS FOR COVID-19 DISASTER.

Members of the public may access the meeting via telephone by dialing 1-346-248-7799 (using meeting ID: 913 3934 2503) or by using the following videoconference link: <https://trinitybasin-net.zoom.us/j/91339342503>. A quorum of members of the Board will participate in the meeting and will be audible to the public.

I. CALL TO ORDER:

II. OPEN SESSION

III. NON-AGENDA RELATED PUBLIC COMMENTS

This forum allows anyone in attendance to address the Board on any matter except personnel and individual student issues. Any personnel concerns should be brought to the attention of the CEO prior to the meeting. Speakers will be limited to three (3) minutes. Non-agenda items will be taken for no more than 30 minutes.

IV. ACTION ITEMS:

- a. **Financial report**
- b. **Enrollment report**
- c. **Academic report**
- d. **Operations and Expansion report**
- e. **Development report**
- f. **Campus report**
- g. **Technology report**
- h. **Consider and/or adopt 2019-2020 audit**
- i. **Consider and/or vote on approval of Master Interlocal Purchasing Agreement with Region 10**
- j. **Consider and/or vote on General Interlocal Membership Agreement with Region 10 for child nutrition coop purchasing program**
- k. **Consider and/or vote on lease documents for lease and purchase of district vehicle**
- l. **Consider and/or vote on the special education policies listed below. All items will be acted upon by one vote without separate discussion unless a board member requests that an item be discussed and/or voted on separately.**
 - i. **Admission, Review, and Dismissal (ARD) Committee**
 - ii. **Autism Supplement**
 - iii. **Closing the Gap**
 - iv. **Coordination of Funds for Purchases of Instructional Materials**
 - v. **Dyslexia Services**
 - vi. **Eligibility**

- vii. Evaluation Procedures
- viii. Parent
 - ix. Independent Educational Evaluations
 - x. Individual Education Program (IEP)
 - xi. Procedural Safeguards
 - xii. Referral for Possible Special Education Services
 - xiii. Shared Services Arrangements
 - xiv. Special Education Teacher and Related Service Provider Qualifications
 - xv. State Funding: Special Allotments
 - xvi. Teacher Requested Review
 - xvii. Transition Services
 - xviii. General and Fiscal Guidelines
 - xix. Special Education Video and Audio Monitoring
- m. Consider and/or vote on minutes from meeting on 9.21.20
- n. ADJOURNMENT

V. **CLOSED SESSION PER TEXAS GOVERNMENT CODE.** If at any time during the meeting, the Board determines that a closed or executive meeting is required, then such closed or executive meeting will be held by the Board as authorized by the Texas Open Meetings Act, including, but not limited to the following sections:

- a. Private Consultation with the Board's Attorney (Sec. 551.071)
- b. Personnel Matters (Sec. 551.074)
- c. School Children; School District Employees; Disciplinary Matter or Complaint (Sec. 551.082)

VI. ADJOURNMENT

CERTIFICATE AS TO POSTING OR GIVING OF NOTICE

On this ___ day of October, 2020, at ___ a.m., this notice was posted at a place convenient to the public at the administrative offices of Trinity Basin Preparatory, 2730 N Hwy 360, Grand Prairie, Texas 75050 and on Trinity Basin's website (www.trinitybasin.net) and readily accessible to the general public at all times for 72 hours preceding the scheduled time of the meeting.

**Randy Shaffer
Chief Executive Officer
Trinity Basin Preparatory**

A.

**Financial
Report**

Board Report

CHIEF FINANCIAL OFFICER

as of September 30, 2021

Treasury Report

Key Ratios / Indicators	FY 2020	YTD 2021	'21 Budget
YTD Net Income	\$ 6,240,001	\$	\$ 4,700,000
YTD EBIDA	\$ 9,140,358	\$	\$ 11,200,000
Days Cash on Hand <i>Day's Cash</i>	149 \$94,400	104 \$117,000*	150+
FIRST Rating	95 (est.)		

Employee Count

	Jun 2020	Sep 2020
• Teachers	233	271
• Aides	79	92
• Other Campus Staff	111	117
• Administration	<u>61</u>	<u>68</u>
	484	548

Current Financial Activity

- Purchase Panola Modular Bldgs. \$1,193,000 (not under MTI)

BANKING -

- LCB mmkt \$ 9,001,000
- TexPool 913,000
- BBVA mmkt 68,000
- LCB cash 1,405,000
- Capital One 667,000
- Bank of Amer 175,000

Cash \$12,229,000 ≈ 104 days
(57 days base +47 LCB revolvers)

- \$ 5.6 million revolvers drawn
- \$ -- million PNC revolver (\$20.0 million cap)

Other Information

Credit Lines

- \$ 20.0 million - PNC Revolving (expires 1/2021)
- \$ 5.6 million - LCB Revolving (expires 1/2021)

Bond Funds

- \$ 12.6 million – Restricted Cash
- \$ 9.4 million – Remaining Panola Phase III

**Federal Grants Report
as of 8/31/2020**

	19-20 Expenditures	Year End Balances	20-21 New Award	Total Available
ESSA Consolidated				
Title I	851,019	664,252	1,374,027	2,038,279
Title II	107,891	145,624	155,640	301,264
Title III	202,414	-	208,696	208,696
Title III Immigrant	-	-	9,462	9,462
Title IV	33,151	123,678	89,721	213,399
IDEA B	436,031	488,630	555,049	1,043,679
	\$ 1,630,506	\$ 1,422,184	\$ 2,392,595	\$ 3,814,779
COVID Related Fund				
Corona Relief Fund	514,074			-
ESSER	516,543	464,015		464,015
	\$ 1,030,617	\$ 464,015	\$ -	\$ 464,015
EMAT Instructional Materials	158,801	69,456		69,456
Total Expenditures	\$ 2,819,924	\$ 1,955,655	\$ 2,392,595	\$ 4,348,250

Services Provided

2019-2020

Response to Intervention Teachers
Literacy Teachers
Parent Involvement
District Nurse
Student Recruiting
Early Childhood

2020-2021 Additional Services

Virtual Teachers
Additional Literacy Teachers

COVID Funds Services

Technology Equipment for virtual learning

B.
Enrollment
Report

ADA & Enrollment 10/14/20	Eligible Days		Students					Att. %
	Enrollment ADA*	Present (Ref. ADA)	Student Enrollment	Students Present	Present on Campus	Students Present At Home*	Students Absent*	
Ewing								
P3a	6.5	6.5	13	13	10	3	0	100.00%
P3p	6	5	12	10	6	4	2	83.33%
P4	33	30.5	66	61	29	32	5	92.42%
KG	85	82	85	82	38	44	3	96.47%
1st	87	82	87	82	36	46	5	94.25%
2nd	81	78	81	78	32	46	3	96.30%
3rd	87	84	87	84	35	49	3	96.55%
4th	85	81	85	81	22	59	4	95.29%
Total	470.5	449	516	491	208	283	25	95.16%

10th Street								
P3a	5.5	5	11	10	8	2	1	90.91%
P3p	4.5	4	9	8	1	7	1	88.89%
P4	36	34.5	72	69	35	34	3	95.83%
KG	98	88	98	88	46	42	10	89.80%
1st	103	100	103	100	48	52	3	97.09%
2nd	82	80	82	80	30	50	2	97.56%
3rd	89	88	89	88	37	51	1	98.88%
4th	84	81	84	81	35	46	3	96.43%
Total	502	480.5	548	524	240	284	24	95.62%

Jefferson								
5th	166	159	166	159	58	101	7	95.78%
6th	215	207	215	207	58	149	8	96.28%
7th	202	198	202	198	71	127	4	98.02%
8th	185	176	185	176	44	132	9	95.14%
Total	768	740	768	740	231	509	28	96.35%

Ledbetter								
P3a	9.5	8.5	19	17	15	2	2	89.47%
P3p	4.5	4.5	9	9	0	9	0	100.00%
P4	37.5	33	75	66	40	26	9	88.00%
KG	88	82	88	82	42	40	6	93.18%
1st	43	40	43	40	30	10	3	93.02%
2nd	42	40	42	40	27	13	2	95.24%
3rd	40	38	40	38	20	18	2	95.00%
4th	29	27	29	27	16	11	2	93.10%
5th	33	33	33	33	16	17	0	100.00%
6th	31	30	31	30	12	18	1	96.77%
7th	31	30	31	30	14	16	1	96.77%
8th	32	28	32	28	12	16	4	87.50%
Total	420.5	394	472	440	244	196	32	93.22%

Pafford								
P3a	11.5	9	23	18	18	0	5	78.26%
P3p	11	11	22	22	2	20	0	100.00%
P4	45.5	41.5	91	83	52	31	8	91.21%
KG	94	93	94	93	57	36	1	98.94%
1st	89	83	89	83	18	65	6	93.26%
2nd	88	86	88	86	43	43	2	97.73%
3rd	90	84	90	84	42	42	6	93.33%
4th	91	85	91	85	39	46	6	93.41%
5th	96	90	96	90	34	56	6	93.75%
6th	103	91	103	91	30	61	12	88.35%
7th	100	99	100	99	23	76	1	99.00%
8th	87	81	87	81	54	27	6	93.10%
Total	906	853.5	974	915	412	503	59	93.94%

Panola								
P3a	12	11.5	24	23	21	2	1	95.83%
P3p	11	10	22	20	8	12	2	90.91%

ADA & Enrollment 10/14/20	Eligible Days		Students					Att. %
	Enrollment ADA*	Present (Ref. ADA)	Student Enrollment	Students Present	Present on Campus	Students Present At Home*	Students Absent*	
P4	43.5	40	87	80	50	30	7	91.95%
KG	86	85	86	85	63	22	1	98.84%
1st	69	65	69	65	50	15	4	94.20%
2nd	77	74	77	74	40	34	3	96.10%
3rd	87	87	87	87	55	32	0	100.00%
4th	54	53	54	53	28	25	1	98.15%
5th	57	57	57	57	47	10	0	100.00%
6th	76	74	76	74	36	38	2	97.37%
7th	53	50	53	50	26	24	3	94.34%
8th	36	36	36	36	19	17	0	100.00%
Total	661.5	642.5	728	704	443	261	24	96.70%

Mesquite								
P3	17.5	13.5	35	27	18	9	8	77.14%
P4	20.5	17	41	34	27	7	7	82.93%
KG	31	29	31	29	19	10	2	93.55%
1st	22	20	22	20	12	8	2	90.91%
2nd	20	14	20	14	12	2	6	70.00%
3rd	24	23	24	23	18	5	1	95.83%
6th	31	29	31	29	18	11	2	93.55%
Total	166	145.5	204	176	124	52	28	86.27%

*P3 AM & PM now full day

Campus								
Ewing	470.5	449	516	491	208	283	25	95.16%
10th St	502	480.5	548	524	240	284	24	95.62%
Jefferson	768	740	768	740	231	509	28	96.35%
Ledbetter	420.5	394	472	440	244	196	32	93.22%
Pafford	906	853.5	974	915	412	503	59	93.94%
Panola	661.5	642.5	728	704	443	261	24	96.70%
Mesquite	166	145.5	204	176	124	52	28	86.27%
TOTAL	3894.5	3705	4210	3990	1902	2088	220	94.77%

Trinity Basin Preparatory
Waitlist 2020-2021

Waitlist as of 10/15/2020

Ewing

Grade	Offered	WL
PK3	8	0
PK4	5	0
K	0	0
1st	1	2
2nd	0	0
3rd	1	3
4th	1	0
Total	16	5

10th Street

Grade	Offered	WL
PK3	4	0
PK4	3	0
K	3	0
1st	1	0
2nd	2	0
3rd	2	0
4th	3	0
Total	18	0

Jefferson

Grade	Offered	WL
5th	1	0
6th	0	3
7th	1	0
8th	0	0
Total	2	3

Ledbetter

Grade	Offered	WL
PK3	7	0
PK4	3	0
K	0	0
1st	3	0
2nd	2	2
3rd	1	0
4th	1	0
5th	1	0
6th	1	0
7th	0	0
8th	0	0
Total	19	2

Pafford

Grade	Offered	WL
PK3	0	15
PK4	0	12
K	0	11
1st	0	6
2nd	0	6
3rd	1	0
4th	0	3
5th	0	1
6th	0	3
7th	0	6
8th	2	0
Total	3	63

Panola

Grade	Offered	WL
PK3	11	0
PK4	3	15
K	2	10
1st	3	0
2nd	7	0
3rd	1	3
4th	0	4
5th	0	7
6th	4	0
7th	0	5
8th	0	0
Total	31	44

Mesquite

Grade	Offered	WL
PK3	3	0
PK4	4	0
K	1	0
1st	0	0
2nd	2	0
3rd	0	0
6th	0	0
Total	10	0

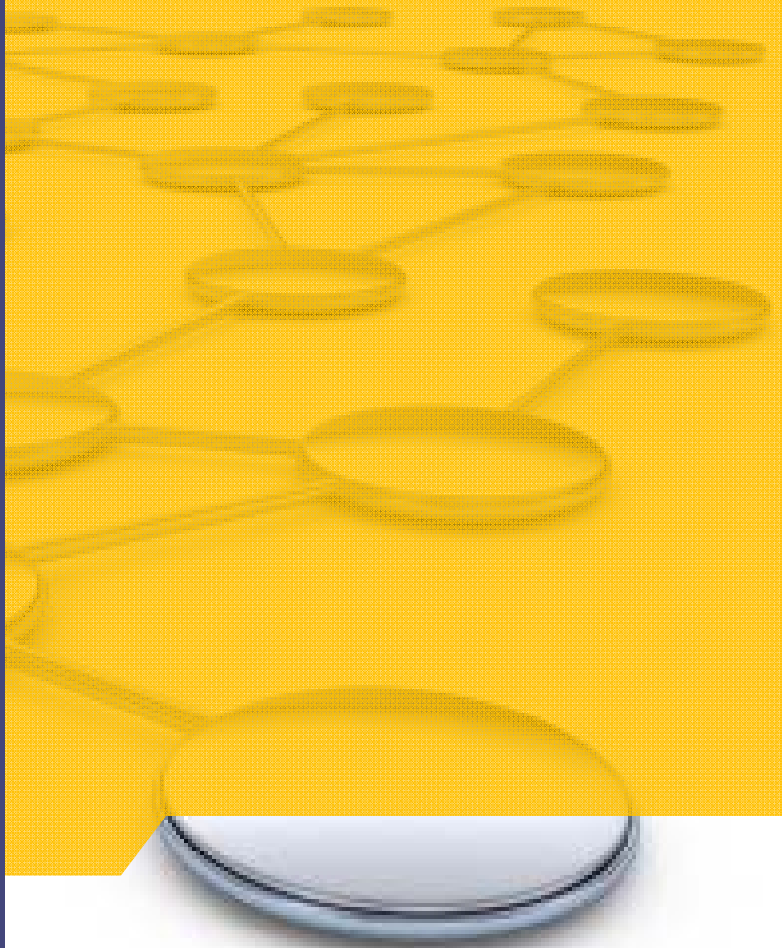
Campus	Offered	WL
Ewing	16	5
10th Street	18	0
Jefferson	2	3
Ledbetter	19	2
Pafford	3	63
Panola	31	44
Mesquite	10	0
TOTAL	99	117

C.
Academic
Report

BOARD UPDATE

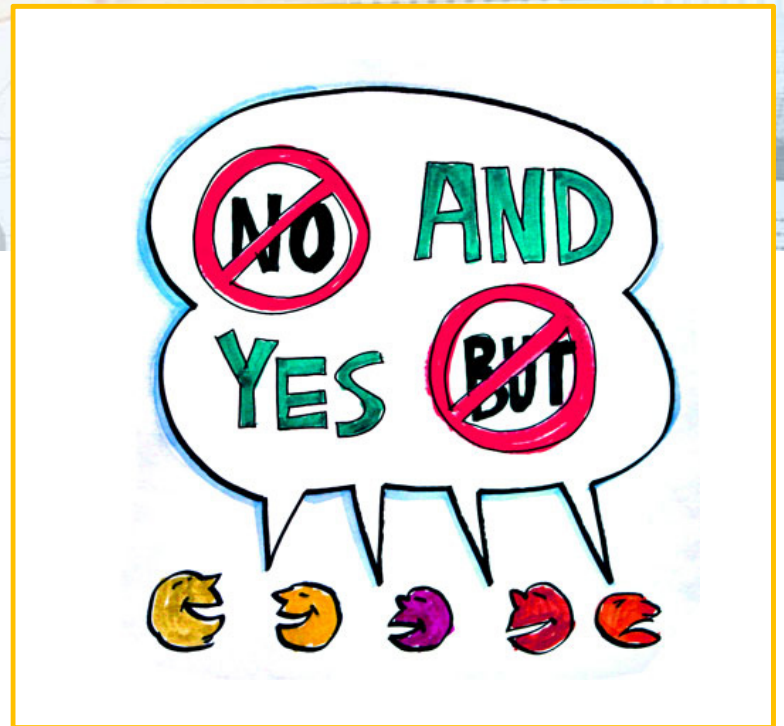
Connecting the Dots

October 19th, 2020





EVERYONE HAS POTENTIAL TO PERFORM BETTER, POTENTIAL IS BLOCKED BY INTERFERENCE, INTERFERENCE CAN BE REDUCED BY FOCUSED ATTENTION, AND FOCUS ATTENTION CAN BE SIMPLY AND SYSTEMATICALLY INCREASED.



DISTRICT STRATEGIC PLAN UPDATE - ACADEMICS

If you write down your goals, you are 1.4 times more likely to achieve your goals compared to an individual who doesn't write down their goals.

Academic Growth, Achievement and Sustainability

Academic Success and Sustainability 5 Year Goal: Trinity Basin Preparatory will transform our educational programming to become a recognized industry leader known for meeting the unique, personalized learning needs of every student by leveraging innovation in technology, quality programming, effective standards and systems, as well as successfully defining and refining the role of care, collaboration, and mastery-based competency to create real-world, future-ready students and leaders.

Objective																																																									
Objective 1: Solid Curriculum	Objective 2: Resources and Materials	Objective 3: Professional Learning and Growth	Objective 4: Authentic Literacy	Objective 5: Building and Empowering Leaders	Objective 6: High Expectations and Achievement	Objective 7: High Impact Learning Experiences	Objective 8: Effective Execution																																																		
<p>Details</p> <p>District curriculum plan based on the Texas Essential Knowledge and Skills (TEKS) managed through the TEKS Resource System</p> <p>Appropriate and rigorous curriculum, resources and materials to meet the needs of all learners.</p> <p>Effective district-wide professional development yearly plan focused on TBP's Standards of Excellence and 5 Year Student Targets.</p> <p>Yearly implementation plan for Literacy for Life (L4LIFE) focused on authentic literacy in all content and curricular areas.</p> <p>Student and Leader Profile aligned to the identified TBP standards, values and intended outcomes, with intentional leadership opportunities for students and staff.</p> <p>Articulated academic objectives to cover all components of the educational environment, with specific emphasis on academic performance on state assessment.</p> <p>Researched based instructional programming designed to enhance the learning experience and environment with authentic inquiry-based practices, hands-on learning and collaboration integrated with innovative technology, tools and spaces.</p> <p>Continuous monitoring plan to implement and evaluate intended outcomes of academic objectives and measure success and completion based on pre-established yearly goals.</p>																																																									
<p>Yearly Actions</p> <p>1st Year: Assess, define, develop and activate plan. Set yearly targets for all content and grade levels.</p> <p>2nd Year: Monitor key levers and targets, reassess and iterate current plans for each objective.</p> <p>3rd Year: Activate and communicate Year Three plan based on Year One and Two feedback and data.</p> <p>4th Year: Build on Previous Success and Spotlight Desired Behaviors. Reset next set of 5-year targets.</p>																																																									
<p>Final Key Performance Indicators – Year 5</p> <table border="1"> <tr> <td>100% of Teachers have been trained and are effectively using the district adopted curriculum, as evidenced in walkthroughs, instructional calendars and lesson plans. Student achievement on STAAR, all test and content, increase annually by 5%.</td> <td>100% Staff members report on TBP yearly survey adequate and rigorous resources available. Annually completed and reported inventory.</td> <td>Annual yearly professional development plan and calendar. Campus professional development calendars aligned to district initiatives and campus needs.</td> <td>80% of students reading and math literacy is on or above grade level at all grades proliferated among all campuses and district departments to recruit, train and empower a pipeline of leaders.</td> <td>Communicated document to identify leadership standards for students and staff members</td> <td> <table border="1"> <tr> <th colspan="6">Increase in state accountability, yearly</th> </tr> <tr> <th></th> <th>0A</th> <th>01</th> <th>02</th> <th>03</th> <th>03</th> </tr> <tr> <td>YR 1</td> <td>90</td> <td>92</td> <td>90</td> <td>92</td> <td></td> </tr> <tr> <td>YR 2</td> <td>92</td> <td>93</td> <td>90</td> <td>84</td> <td></td> </tr> <tr> <td>YR 3</td> <td>93</td> <td>94</td> <td>91</td> <td>85</td> <td></td> </tr> <tr> <td>YR 4</td> <td>94</td> <td>85</td> <td>92</td> <td>85</td> <td></td> </tr> <tr> <td>YR 5</td> <td>95</td> <td>86</td> <td>92</td> <td>86</td> <td></td> </tr> </table> </td> <td>100% of TBP campuses have a recognized High Impact Learning Environment with alignment of classroom programming focused on enhancing elements of existing classrooms spaces to reflect high impact learning experiences.</td> <td>Articulated execution plan for district and campuses that includes, Objectives, Key Results, with Specific, and Targeted Lead and Lag indicators, with identified team members and timeline to be revisited, edited and measured yearly by the TBP academic advisory committee led by CAO.</td> </tr> </table>								100% of Teachers have been trained and are effectively using the district adopted curriculum, as evidenced in walkthroughs, instructional calendars and lesson plans. Student achievement on STAAR, all test and content, increase annually by 5%.	100% Staff members report on TBP yearly survey adequate and rigorous resources available. Annually completed and reported inventory.	Annual yearly professional development plan and calendar. Campus professional development calendars aligned to district initiatives and campus needs.	80% of students reading and math literacy is on or above grade level at all grades proliferated among all campuses and district departments to recruit, train and empower a pipeline of leaders.	Communicated document to identify leadership standards for students and staff members	<table border="1"> <tr> <th colspan="6">Increase in state accountability, yearly</th> </tr> <tr> <th></th> <th>0A</th> <th>01</th> <th>02</th> <th>03</th> <th>03</th> </tr> <tr> <td>YR 1</td> <td>90</td> <td>92</td> <td>90</td> <td>92</td> <td></td> </tr> <tr> <td>YR 2</td> <td>92</td> <td>93</td> <td>90</td> <td>84</td> <td></td> </tr> <tr> <td>YR 3</td> <td>93</td> <td>94</td> <td>91</td> <td>85</td> <td></td> </tr> <tr> <td>YR 4</td> <td>94</td> <td>85</td> <td>92</td> <td>85</td> <td></td> </tr> <tr> <td>YR 5</td> <td>95</td> <td>86</td> <td>92</td> <td>86</td> <td></td> </tr> </table>	Increase in state accountability, yearly							0A	01	02	03	03	YR 1	90	92	90	92		YR 2	92	93	90	84		YR 3	93	94	91	85		YR 4	94	85	92	85		YR 5	95	86	92	86		100% of TBP campuses have a recognized High Impact Learning Environment with alignment of classroom programming focused on enhancing elements of existing classrooms spaces to reflect high impact learning experiences.	Articulated execution plan for district and campuses that includes, Objectives, Key Results, with Specific, and Targeted Lead and Lag indicators, with identified team members and timeline to be revisited, edited and measured yearly by the TBP academic advisory committee led by CAO.
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2019-2020 Trinity Basin Preparatory Strategic Objectives Action Plan & Scorecard

1. Academic Growth, Achievement and Sustainability

Objective 1: TBP will provide all students a thorough and consistent curriculum based on the Texas Essential Knowledge and Skills (TEKS) managed through the TEKS Resource System.

School Levers: A Guaranteed and Viable Curriculum						
Task	Desired Results	Responsible Person	QTR 1	QTR 2	QTR 3	QTR 4
District Curriculum Expectations Implemented with Fidelity: State Standards TEKS R/S L4LIFE – Authentic Literacy Curriculum Resources Utilized	All students have the opportunity to learn the critical content of the curriculum.	Chief Academic Officer Executive Director of Academics Principals				
District Curriculum Expectations Implemented with Fidelity: Master Schedule Instructional Minutes	The school curriculum is focused enough that it can be adequately addressed in the time available to teachers.	Chief Academic Officer Executive Director of Academics Principals				
District Curriculum Expectations Implemented with Fidelity: District Assessment Plan Followed	The school curriculum and accompanying assessments adhere to state and district standards.	Chief Academic Officer Executive Director of Academics Principals				
Develop, communicate and monitor goals focused on authentic literacy, critical needs and overall student achievement. *EO-1M Required Plan Component	Clear and measurable goals are established and focused on critical needs regarding improving overall student achievement in literacy, reading, math and emotional literacy for all students and specific student groups.	Chief Academic Officer Executive Director of Academics Principals				

TRINITY BASIN PREPARATORY 2020-2021 DISTRICT ACADEMIC PRIORITIES



TBP ACADEMIC SUCCESS, SUSTAINABILITY AND GROWTH 5 YEAR GOAL

Trinity Basin Preparatory will transform our educational programming to become a recognized industry leader known for meeting the unique, personalized learning needs of every student by leveraging innovation in technology, quality programming, effective standards and systems, as well as successfully defining and refining the role of care, collaboration, and mastery-based competency to create real-world, future-ready students and leaders.



1 HIGH QUALITY CURRICULUM

Providing Instructional Materials and Assignments with:

1. Content that is aligned to grade level standards
2. Assignments that provide meaningful practice opportunities for the grade level and content area
3. Relevance in the assignment to give students authentic opportunities to connect academic standards to real-world issues and/or contexts



2 STRONG INSTRUCTIONAL PRACTICES

Relentless focus on the delivery of grade level standards and creating a high impact learning experience for students.



3 STUDENT PROGRESS

Developing strong assessment systems, data driven protocols, and PLCs to drive instructional decisions and track student growth.



4 MEETING THE NEEDS OF ALL LEARNERS

Matching TBP's systems, services and accommodations to appropriately support all learners based on their individual learner needs.



5 CULTURE AND ENVIRONMENT

Strong leadership development through using the TBP Leader Profile, initial and on-going professional development, and strategically implement intentional coaching cycle focused on must-haves and intentional planning and delivery of the student learning experience.



TO INSPIRE ALL STUDENTS TO DO MORE, EXPECT MORE AND BE MORE

VISIT THE TITAN GAME PLAN FOR MORE INFORMATION

or our TBP Website www.trinitybasin.com or find me on

[@drlsleyaustin](https://www.instagram.com/drlsleyaustin)

TAKE ACTION, MAKE IT STICK

SUSTAINABILITY – TRAINING, INSPECTING AND COACHING, KEY RESULTS

Management of the
District Academic Priorities

Continuous Improvement Cycle



Key Results: Monitoring outcomes of priorities, objectives and projects by tracking growth of teachers and students. Iterating the STICK process based on data.

Execution of Priorities, Objectives, Projects



“Make it Stick” – TBP Sustainability Model= Training, Inspecting, Coaching (all verbs = this is the doing part)

Action Planning

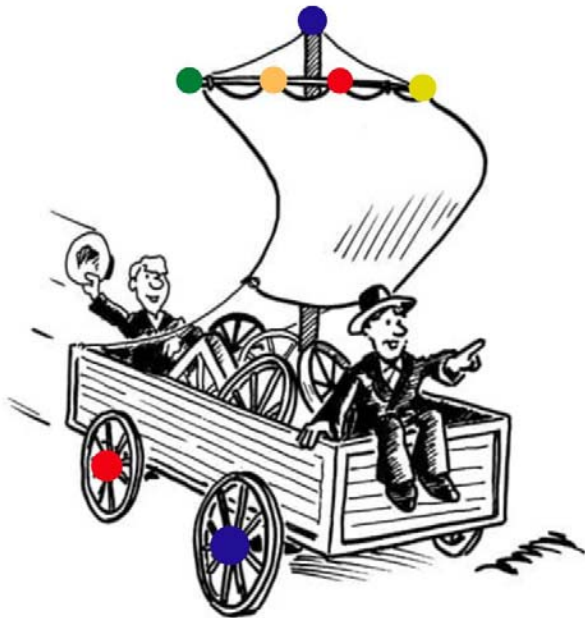


Priorities, Objectives, Projects . . . Identify POPs and creating aligned action steps/tasks for campuses to begin moving through the TBP Sustainability model – Make it STICK.



CONNECTING THE DOTS

Team Reporting Structure, Fu



Jen Olive Executive Dire Student Serv	
Student Services :	
Special Program Specialists	Speci Progr Coordin
Evaluat and Rel Service	

ACADEMIC TEAM FUNCTIONS AND PRIORITIES (FOR 2020)

Responsible = you own the work

Accountable = you approve the work

Consulted = you give insight to the work

Informed = you are kept in the loop

Monitoring=ensuring fidelity of implementation on campus/departments

TASK	LA	JO	JR	PRIN	AP	SP	DN	IC	LC	CC	CCDT
District 5 Year Strategic Plan	R/A/M	C/I/M	C/I/M	C/I	C/I	C/I	I	I	I	I	I
Yearly District Improvement Plan	R/A/M	C/I/M	C/I/M	C/I/M	C/I/M	C/I	I	I	I	I	I
Campus Improvement Plans	A/C/I	C/I/M	C/I/M	R/A/M	C/I/M	C/I	I	C/I/M	C/I	I	I
High Quality Curriculum	A/C/M	R/C/I/M	R/C/I/M	R/C/I/M	C/I/M	C/I	I	C/I/M	C/I	R/C/I/M	I
Strong Instructional Practices	A/C/M	R/A/M	R/A/M	R/C/I/M	C/I/M	C/I	I	C/I/M	C/I/M	C/I	I
Meeting the Needs of All Learners	A/C/M	R/A/M	R/A/M	R/C/I/M	C/I/M	R/C/I/M	I	C/I	C/I	C/I	I
Student Progress	A/C/M	R/A/M	R/A/M	R/C/I/M	C/I/M	C/I	I	C/I	C/I	I	I
Culture and Environment	A/C/M	R/A/M	R/A/M	R/C/I/M	C/I/M	C/I	I	C/I/M	C/I	I	I
Teachers are responsible, consulted, informed, and monitor for all five levers. They are the linchpin.											

WHERE DID WE END THE
YEAR AND HOW ARE WE
STARTING?

[Click Here](#)

D.
**Operations
and Expansion
Report**

10.19 Operations and Expansion Report

Campus Operations:

1. Food Service
 - a. Meals served (weekly average since 9/8): **9,400**
 - b. District free/reduced number: **86%** (92% returned/completed lunch application)

2. Safety and Security
 - a. 2-way radios
 - b. After-hours alarm protocols
 - c. PPE requests
 - d. Upgraded fencing projects at Pafford and Ewing
 - e. Ewing security camera upgrades
 - f. Safety dividers

3. Facilities
 - a. Maintenance tickets:
 - i. Total submitted since 9/8: **257**
 - ii. Total closed out since 9/8: **252**
 - iii. Average Customer Rating: **4.96** on a 5-pt. scale
 - b. Large projects:
 - i. Parking lot resurfacing and new flooring at Tenth Street
 - ii. New cleaning equipment
 - iii. Ledbetter modular demolition

District Operations:

1. Human Resources
 - a. Covid-19 update
 - i. **6** active lab-confirmed staff cases (
 - ii. **8** recovered lab-confirmed staff cases
 - iii. **20** presumed positive staff cases
 - iv. Daily average absentee rate among teachers and aides due to C-19: **17.5**
(this includes teachers and aides approved for telework)
 - b. Staffing strategies
 - i. Increased sub pool size
 - ii. Long-term sub positions
 - iii. Digital recruiting
 - c. Projects
 - i. District Alignment training
 - ii. Culture and Communications committee
 - iii. Comprehensive Performance Management, Evaluation and Compensation system
 - iv. 60-day employee survey

2. Compliance
 - a. Policies
 - i. Special Education
 - ii. Title IX updates
 - iii. COVID-19 Supervisor guidelines and tracking
 - b. 2020 – 2021 Governance Reporting Forms
3. Enrollment
 - a. 20-21 review
 - i. Current enrollment: **4,210**
 - ii. Re-enrollees: **3,246** (targeted 3,095)
 - iii. New students seated for 20-21: **1,037** (targeted 2,230)
 - iv. New student apps received for 20-21: **2,296** (targeted 6,270)
 - b. 21-22 Enrollment Timeline

Expansion:

1. Panola:
 - a. Modular buildings install, connected and permitted
 - b. Landscaping and irrigation installed
 - c. Inspection for final certificate of occupancy is scheduled for 10/19
 - d. New construction building
 - i. Piers complete and grade beams installed
 - ii. MEP is onsite and working on connections
 - iii. Storm shelter slab pour is scheduled for next week
 - iv. Overall scheduled completion is July 2021
2. Bolt:
 - a. Procurement process for demolition is complete
 - b. Asbestos study complete
 - c. Bidding abatement work
 - d. Geotech report scheduled for post-demolition
 - e. Searching for temporary space for 21-22

Pictures of Panola project:











E.

**Development
Report**

F.
Campus
Report

G.
Technology
Report



TBP Technology

Board Presentation 10/19/2020

Current Network

- ▶ Network core is in the datacenter in downtown Dallas (2018)
- ▶ Most campuses now wired for manageable, reliable, multi-gigabit support
 - ▶ Ewing & 10th (2017)
 - ▶ Panola & Pafford (2018)
 - ▶ Jefferson & Mesquite (2020)
- ▶ Wireless Phase 1 (2015) - Zoned WiFi
- ▶ Wireless Phase 2 (2017+) - 1 per classroom
 - ▶ Complete: 10th, Ewing, Panola, Mesquite

COVID-19

- ▶ Purchased :
 - ▶ 3,200 Chromebooks
 - ▶ 1,100 iPads
 - ▶ 250 hotspots received (112 checked out to students)
 - ▶ Seeking +500 hotspots through T-Mobile Project 10Million

- ▶ Bandwidth Utilization
 - ▶ 10% - Ewing, Ledbetter, Mesquite, Central Office
 - ▶ 15% - 10th, Pafford, Panola
 - ▶ 20% - Jefferson

 - ▶ 90% - Datacenter

New/Next Network Projects

- ▶ Complete wireless phase 2 project - 1 WiFi unit per classroom
 - ▶ Ledbetter, Pafford, Jefferson
- ▶ Upgrade datacenter bandwidth
- ▶ Replace Huawei and “small business” switches

Operating Initiatives

- ▶ Warehouse
 - ▶ Bulk receiving, streamlined hardware repairs, faster campus response
- ▶ Technology Van
 - ▶ Mobile Emergency Response
 - ▶ Dedicated resource for organized implementations
- ▶ Fill coverage gaps in support and training for all district software
 - ▶ 70+ programs
- ▶ Improve Automation and Integration
 - ▶ Communication and security systems
 - ▶ Account creation, inactivation, and deletion



Future Building

- ▶ Skyward Migration
- ▶ Data Warehouse and Data Analytics (DecisionEd)
- ▶ Bolster hybrid and virtual learning



H.
2019-2020
Audit

I.

**Master Interlocal
Purchasing
Agreement with
Region 10**

J.

**General Interlocal
Membership Agreement with
Region 10 for Child Nutrition
Coop Purchasing Program**

GENERAL INTERLOCAL MEMBERSHIP AGREEMENT

The following General Interlocal Membership Agreement is to be completed by all contracting entities (CE) that wish to enter into a general membership agreement with Region 10 ESC Multi-Region Purchasing Cooperative (R10MRPC).

This Membership Agreement is not a purchasing commitment. It is a one-time agreement that will renew automatically each subsequent year for a single-year term unless terminated by either party.

The Membership Agreement is kept on file with R10MRPC. Each school year, an “Interlocal Bid Participation Agreement” will be sent to all CE’s that have a General Interlocal Membership Agreement. This Interlocal Bid Participation Agreement will be a single-page “purchasing commitment” form for each specific school year. This purchasing commitment holds members responsible for purchasing from the bids chosen in order to allow for accurate bidding by R10MRPC and more competitive pricing by vendors.

If you wish to purchase from any formally procured bid by R10MRPC, you must complete and submit this General Membership Agreement along with the attached Bid Participation Agreement.

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
GENERAL INTERLOCAL MEMBERSHIP AGREEMENT

This General Membership Agreement is entered into by and between the agencies shown below as contracting parties for an initial term, and will be automatically renewed each subsequent year for a single year term, in accordance with the section entitled "Membership Term" below, unless otherwise notified by either party in writing by not later than May 1st of any year with an effective date of June 30th (Effective Termination Date). The Member Contracting Entity (CE) shall be responsible for paying any vendors invoice's for goods and service's purchased by Member CE through the Effective Termination Date.

Contracting Parties

<hr/>	Region 10 Education Service Center	057-950
Date Entered into Agreement	Fiscal Agent	County District Number
<hr/>		
	District/Contracting Entity (CE)	CE County District Number

STATEMENT OF SERVICE'S TO BE PERFORMED

The Region 10 Multi Region Purchasing Cooperative (R10MRPC) organizes and administers the child nutrition cooperative purchasing and commodity processing program for CE's located in the state of Texas. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing. The R10MRPC does not charge a membership fee.

GENERAL MEMBERSHIP:

General Membership is a multi-year membership in the R10MRPC. Each program year, every member will receive the Interlocal Bid Participation Agreement, which if signed, allows you to participate in any or all of the following bids. R10MRPC procures a variety of formal, competitive sealed proposals (RFP's) as a way to assist CE's with their fiscal budgetary needs. CE's have the option each year to commit to any bid (s) that best fits their needs. The selection of bid participation is a commitment to purchase from an R10MRPC awarded vendor and will be used in the scope of bid for each appropriate RFP. Prior to the release of any bid, each member will be asked for their anticipated quantities, although R10MRPC makes no guarantees of quantities to any vendor.

1. Commodity Processing
2. Commercial/Full-Line Grocery Purchasing
3. Manufacturer Direct-to-District Delivery
4. Small-wares
5. Kitchen Chemicals & Cleaning Products (products)
6. Safety Training and Sanitation Systems (services)
7. Fresh Meats and Produce
8. Fresh Bread
9. Milk/Dairy Products
10. Ice Cream Novelties
11. Chips and Snacks
12. Beverages (dispensed, canned, and plastic container)

LIMITATION OF AGREEMENT:

10. This Membership Agreement and any modification(s) may be executed in separate copies; however, the CE's copy of the Membership Agreement must be physically signed using a "wet signature." Electronic or typed signatures will not be accepted. This Membership Agreement may be exchanged and/or transmitted electronically via fax or scanned email.

Membership Term. This Membership Agreement shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this General Membership Agreement. The conditions set forth shall apply to the initial term and all renewal terms. The membership year for each purchasing cooperative program commences on July 1st and will extend through June 30th of each calendar year.

Membership Fees. No fee shall be charged to participating members of the R10MRPC.

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the R10MRPC is a fully self-funded entity through a "Vendor Participation Fee" on all commercial sales. This fee is collected directly from the awarded vendors in the fixed amount of .0085 for every \$1.00 of revenue. R10MRPC "does not charge" any fees to the Commodity Processors. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. Districts, even though they may incur these fees indirectly, pay no direct fee to the Cooperative for participation.

The parties agree that the payments under this Agreement and any related exhibits and documents are amounts that fairly compensate Coordinating Entity for the services or functions to be performed under the Agreement.

Authorization to Participate. R10MRPC and each CE represents and warrants, by the execution and delivery of the General Interlocal Membership Agreement, that they have obtained all requisite authority through governing board action to enter into and perform the terms of this Membership Agreement.

Cooperation and Access. Each party agrees that it will cooperate with any reasonable requests for information and/or records made by the other party. Each party reserves the right to audit the relevant records of the other party during normal working hours. Any breach of this Article shall be considered material and shall make the Membership Agreement subject to termination on ten (10) days written notice to the CE.

Primary and Secondary Contact. The CE agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the CE, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the CE. The CE reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actually received by R10MRPC.

Defense and Prosecution of Claims. The CE authorizes the Fiscal Agent, only with respect to matters arising out of or contemplated by this Membership Agreement: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current CE, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in the Fiscal Agent's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Membership Agreement. The CE does hereby agree that any suit brought against R10MRPC, the Fiscal Agent, or a R10MRPC or Fiscal Agent employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the CE by the counsel selected by the Fiscal Agent, in its sole discretion, or its designee, on behalf of and at the expense of the R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the CE shall be extended to supplying any information needed or requested by the Fiscal Agent or R10MRPC in such prosecution or defense. Subject to specific revocation, the CE hereby designates the Fiscal Agent to act as a class representative on its behalf in matters arising out of this Membership Agreement.

Governance. R10MRPC shall be governed by the Fiscal Agent’s Board of Directors (“Board”) in accordance with applicable law and regulation. Procurement processes and procedures are governed by applicable law and regulation.

Limitations of Liability. The Fiscal Agent, its’ endorsers and servicing contactors, do not warrant that the operation or use of R10MRPC services will be uninterrupted or error free. The Fiscal Agent, its’ endorsers and servicing contractors, hereby disclaim any and all warranties, express or implied, in regard to any information, product or service furnished under this Membership Agreement, including without limitation, any and all implied warranties of merchantability or fitness for a particular purpose. The Parties agree that in regard to all causes of action arising out of or relating to this Membership Agreement, neither Party shall be liable to the other under any circumstances for special, incidental, consequential, or exemplary damages, even if it has been advised of the possibility of such damages.

Notice. Any written notice to the R10MRPC or the Fiscal Agent shall be made by: first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300; faxed to 972 348-1449, Attn: Keri Warnick (contact person); or emailed to keri.warnick@region10.org with a copy to sue.hayes@region10.org.

Acceptance of USDA Foods Sent for Further Processing. R10MRPC, through the Fiscal Agent, is granted the right to issue a cooperative bid/proposal for the processing of selected commodity foods donated by participating members. R10MRPC, through the Fiscal Agent, is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end-products, for the purpose of executing a service agreement on behalf of participating members. Participating members will have the right and responsibility to accept the processed end-product(s) for the life of the contract between R10MRPC, through the Fiscal Agent, and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

Certificate of Authority/FND-101 Form. The Texas Department of Agriculture (TDA) now requires each participating Contracting Entity (CE)/School District that plans to commit entitlement to the USDA processed commodity program, to submit an FND-101 form to allow their purchasing co-op access to view and enter commodity pounds into the participating member’s TX-UNPS Food Distribution Program (FDP) account. An FND-101 form must be signed by the Superintendent of the CE for each employee of the co-op. An FND-101 form for each R10MRPC/Fiscal Agent employee will be included with the Interlocal Bid Participation Agreement.

Payment for Goods. Each Party, paying for any goods or services under this Agreement or related to this Agreement, must pay for such goods and services from available current revenues only. Region 10 Education Service Center

PARTY ROLES AND RESPONSIBILITIES:

Role of the R10MRPC, through the Fiscal Agent:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts.
4. The R10MRPC shall follow the local, state, and federal procurement guidelines as listed below:
 - a. The Fiscal Agent requires Board of Directors’ approval on all R10MRPC bid award recommendations.
 - b. State of Texas Education Code 44.031 Purchasing contracts.
 - c. The Code of Federal Regulations, 2 CFR 200.218-200.326
 - d. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives’ procuring on behalf of its’ CE’s. Currently EDGAR refers and requires Child Nutrition Food Purchasing Cooperatives to adhere to 2 CFR 200.218-200.326
 - e. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the Fiscal Agent’s Business Office.
5. The R10MRPC shall send solicitations for the Further Processing of USDA foods to all companies found on the Texas Department of Agriculture’s (TDA) “Approved List of Vendors” without limitations.

6. The R10MRPC shall enter into a detailed agreement with distributors that provide the distribution of processed end-products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
7. The R10MRPC shall do the following in regard to USDA Foods:
 - a. Track and assist CE's with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist CE's with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts and credits.
 - c. Assist CE's with the utilization of carryover pounds to avoid swept inventory on November 30th.
 - d. The R10MRPC shall provide CE's with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products and replacement recommendations.
 - e. The R10MRPC shall make all surveys open to the CE's as surveys are opened by TDA.
 - f. Provide the list of commodity items to CE's for purposes of obtaining quantity requests. This is done using an online software program.
 - g. Receive quantity requests from CE's for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
 - h. Provide a delivery schedule, on behalf of each CE, for all selected USDA Foods for Further Processing to each processor and distributor based on information collected from each CE.
8. R10MRPC assumes no responsibility for failure of delivery by vendors, however, R10MRPC will assist all CE's with service and product quality issues to ensure all vendors adhere to the terms and conditions of the awarded contract.
9. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools using Child Nutrition federal funds will be strictly followed.
10. Provide CE's with procedures for ordering, delivery, and billing.
11. Mediate problems/concerns between vendors and CE's.
12. Provide CE's access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the CE.
13. Make available or provide easy access to all procurement documents created and received for each awarded RFP and vendor, as required and in compliance with State Agency Administrative and Procurement Reviews.
14. Act ethically at all times and in accordance with all federal, state, and local guidelines.

Role of the CE:

1. Commit to the General Provisions and Roles and Responsibilities by authorization of the governing body and by execution by an approved official in the appropriate space on the attached form.
2. Designate a primary and secondary contact.

If an Interlocal Bid Participation Agreement is signed by the CE for any given single-year term:

3. Commit to purchasing on each and all bid categories selected on the Interlocal Bid Participation Agreement on an as needed basis.
4. Provide an estimated quantity request for each of the products desired through use of the online required software or as requested by the Program Coordinator during any single-year term of Participation.
5. Comply with all USDA and/or TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods or any other Annual Agreement per USDA or TDA.
6. Prepare purchase orders issued to the appropriate vendor from the official award list provided by R10MRPC.
7. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
8. Address product warranties and product qualities with manufacturer.
9. Pay vendors net amount due within agreed upon terms after receipt of a correct monthly statement.
10. Participate in bid evaluation committees for the RFP's that the district is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
11. Act ethically at all times and in accordance with all federal, state, and local guidelines, as well as R10MRPC Member Roles. The R10MRPC shares information with participating members that at times is considered

confidential and proprietary. Members may be asked to sign Non-Disclosure Agreements and agree to the terms set forth in those agreements. Future membership in the R10MRPC may be jeopardized based on unethical handling of sensitive R10MRPC and/or vendor information.

12. Attend R10MRPC meetings and training classes to stay informed of the cooperative's processes and services offered. Training classes are specific to some of the "tools" offered by R10MRPC. Attending meetings and classes helps ensure your success as a CE in the R10MRPC.
13. Participates in a Member Advisory Committee through selection or appointment. The Member Advisory Committee is a small committee of R10MRPC participating members formed every 2 years. The Advisory Committee serves as the liaison for all participating members when conflict or concern arise in regard to R10MRPC, and annually reviews all procurement practices by the R10MRPC to ensure compliance in all areas.
14. The following roles will apply to participating members who commit entitlement dollars for the USDA processed commodity foods:
 - a. The CE shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
 - b. The CE shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 and ProcessorLink) on a regular basis; and report inventory issues to R10MRPC.
 - c. The CE shall conduct Sales Verifications of end-products sold through a distributor, including but not limited to verification of rebates, discounts and credits.
 - d. The CE shall maintain copies of the original Child Nutrition ("CN") Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
 - e. The CE shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

Signature and Authorization form: By signing this page, the CE confirms agreement with all membership terms and roles and responsibilities (as stated on pages 3-8):

_____ and the Region 10 Education Service Center/Fiscal Agent
 District/Contracting Entity (CE)
 do hereby enter into this General Interlocal Membership Agreement and intend to be bound by the provisions set forth herein for an initial term, to be renewed automatically each subsequent year for a single-year term unless otherwise terminated By either party in accordance with the terms set forth in the Agreement.

District's Authorized Representative Signature: _____

Date: _____

_____ District/CE _____ ESC Region _____ CE ID#

_____ Name of Authorized Representative (Superintendent) _____ Signature of Authorized Representative

_____ Title of Authorized Representative _____ Date

_____ Mailing Address, City, State, Zip Code _____ County

_____ Primary Food Service Contact _____ Primary Contact Phone

_____ Primary Contact Email Address

_____ Secondary Food Service Contact _____ Secondary Contact Phone

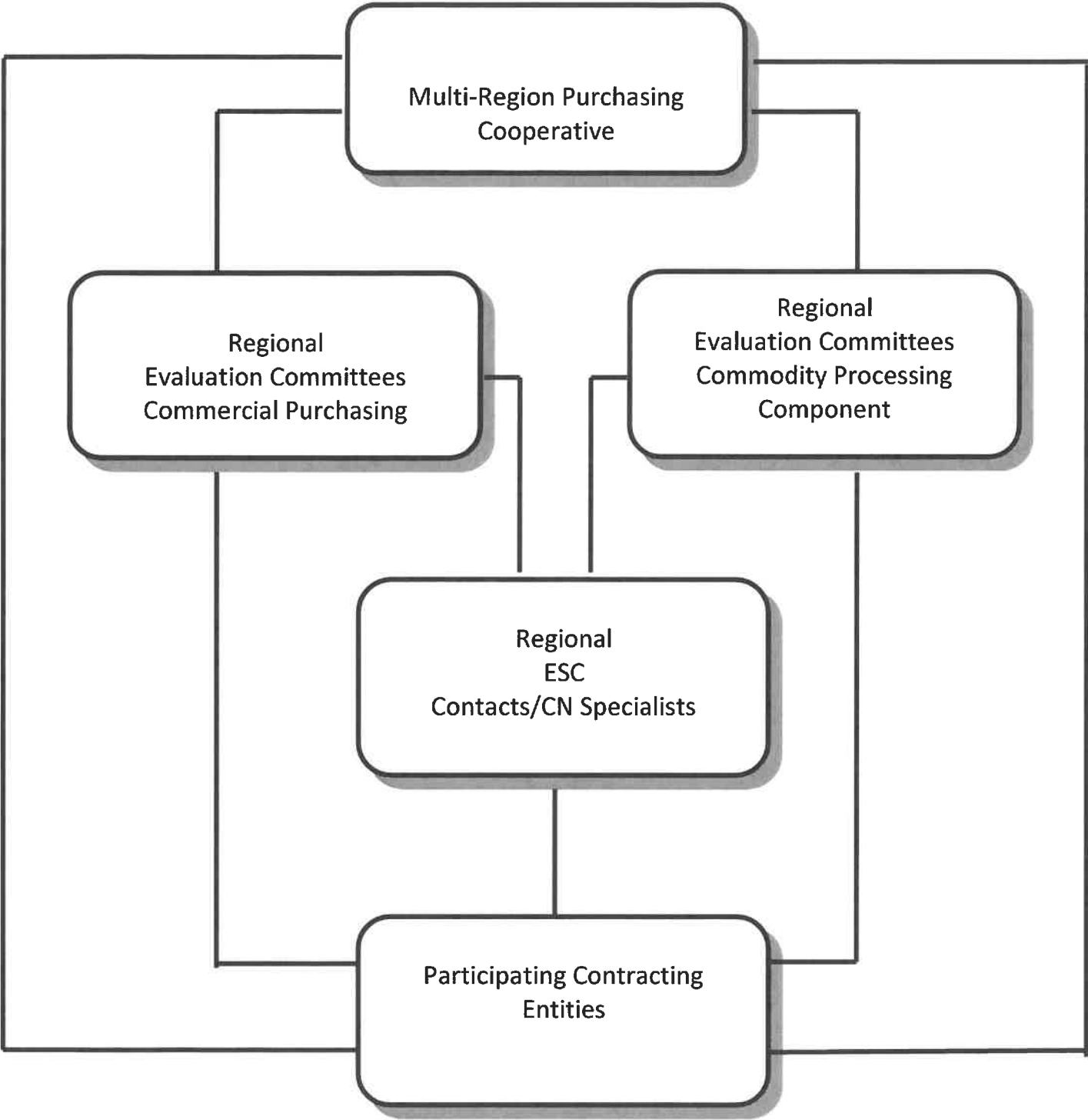
_____ Secondary Contact Email Address

For Region 10 MRPC Use Only

_____ R10MRPC Authorized Signature _____ **Keri Warnick** _____ Date
 R10MRPC Contact Person

_____ **Program Coordinator** _____ **972-348-1448** _____
 Title of Contact Person Phone

Interlocal Agreement
Region 10 Education Service Center
Multi-Region Purchasing Cooperative



R10MRPC reviews this General Interlocal Membership Agreement each year to ensure compliance with United States Department of Agriculture (USDA) and Texas Department of Agriculture (TDA) regulations. If, following such review, the R10MRPC discovers that any provision contained herein is not in accordance with USDA and TDA regulation, R10MRPC will have 30 days to make all necessary updates and require that each CE sign a new Agreement. If R10MRPC does not amend the provision within the given timeframe, the CE may terminate this agreement on 10 days' written notice to R10MRPC.

GENERAL PROVISIONS:

1. The Parties agree to comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of Region 10 ESC are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members and allow participation, because if adding a CE "materially changes the existing contract(s)" and, therefore, requires rebidding of said contract(s), the CE may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The membership of a new CE may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties 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 Parties. Modifications may be required by law or regulation, which shall require action by the R10MRPC and the CE. Failure to act by either party, within a reasonable period, on legally required modifications shall constitute good cause to terminate this General Interlocal Membership Agreement.
5. If any term(s) or provision(s) of this Membership Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Membership Agreement shall remain in full force and effect.
6. Before any Party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Membership Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon, and the costs for such mediation borne equally between the Parties.
7. No Party to this Membership Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, and agents, as a result of its execution of this Membership Agreement or the performance of the functions and obligations set forth herein.
8. All parts of this Membership Agreement, when executed by both Parties, are binding upon the Parties and may be changed only by written agreement executed by authorized representatives of the Parties.
9. In accordance with USDA/TDA ARM Regulation 17.81, the R10MRPC is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Consequently, at the end of the contract year, the R10MRPC must return all profit in excess of the profit margin as described in this Membership Agreement to the participating Covered Entities. The R10MRPC's "profit margin", for purposes of this Membership Agreement, shall be defined as the revenue received by the R10MRPC through the charging of the vendor fees set forth in the "Membership Fees" section below minus the expenses to the R10MRPC to operate the cooperative. The Coordinating Entity shall retain the profit margin; however, any revenue received in excess of the profit margin ("unanticipated profit"), if any, shall be distributed to the R10MRPC's participating members by the Fiscal Agent.



Region 10 Education Service Center
Child Nutrition Multi Region Purchasing Cooperative Program
INTERLOCAL BID PARTICIPATION AGREEMENT: SY 2020-2021

The following agreement is entered into by and between the District/Member, as indicated below, and Region 10 Multi-Region Purchasing Cooperative (R10MRPC) for participation in one or more of the R10MRPC awarded bids. The agreement is a single-term agreement effective July 1, 2020, through June 30, 2021.

R10MRPC formally procures several competitive RFPs (Request For Proposal) on behalf of all participating members. Each member is required to complete this Bid Participation Agreement if they wish to purchase from any MRPC awarded bid during the single-year term of this agreement.

To help R10MRPC represent the most accurate information to potential bidders, please place an "X" or "√" next to each bid listed below that you "plan" to use during the SY 2020-2021. R10MRPC does not guarantee any vendor that any item will be purchased, however, members are encouraged to seriously consider each selected bid as member purchasing volume is used in the bidding process.

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Full-Line Grocery | <input type="checkbox"/> Ice Cream | <input checked="" type="checkbox"/> Small wares |
| <input checked="" type="checkbox"/> Commodity Processing | <input type="checkbox"/> Beverages | <input checked="" type="checkbox"/> Kitchen Chemicals/Cleaning Products |
| <input checked="" type="checkbox"/> Milk/Dairy | <input type="checkbox"/> Chips and Snacks | <input type="checkbox"/> Manuf. Direct-to-District Delivery |
| <input type="checkbox"/> Fresh Bread | <input checked="" type="checkbox"/> Fresh Meats & Produce | <input checked="" type="checkbox"/> Sanitation Systems & Safety Training |

Authorization:

District Name	ESC Region	2018-2019 Enrollment
Name of Authorized Representative (Superintendent)	Signature of Authorized Representative	
Title of Authorized Representative	Date	
Mailing Address, City, State, Zip Code		County
Primary Food Service Contact	Primary Contact Phone	
Primary Contact Email Address	CE ID#	
Secondary Food Service Contact	Secondary Contact Phone	
Secondary Contact Email Address		

For Region 10 MRPC Use Only

R10MRPC Authorized Signature	Keri Warnick	Date
Program Coordinator	972-348-1448	Phone
Title of Contact Person		

K.
Lease
Documents for
District Vehicle



LEASE CLOSING INSTRUCTIONS

Company _____

Authorized Signer _____

Date _____

Type of Lease _____

Schedules _____

Amount Due at Delivery _____ (*payable to D&M Leasing*)

** Please sign all documents in spaces indicated by the "X".*

** If Printing, please use single-sided copies only.*

- 1.
- 2.
- 3.
- 4.
- 5.
6. Provide a Certificate of Insurance or Insurance Binder with vehicle (s) description and required limits as stated in the Insurance Notice reflecting:
Loss Payee as
Additional Insured as
- 7.
- 8.
- 9.
- 10.
- 11.
- 12.
- 13.
- 14.
- 15.



ComTRACSM Lease Agreement

This ComTRACSM Lease Agreement ("Lease"), dated as of **October 5, 2020** is between Ally Financial Inc. ("AFI"), Ally Bank ("AB") (each of AFI and AB, a "Lessor") and **Trinity Basin Preparatory, Inc.** ("Lessee");

WITNESSETH:

SECTION 1. VEHICLES COVERED AND TERM.

1.1. **Intent to Lease and Term.** Lessor hereby agrees to lease to Lessee and Lessee agrees to lease from Lessor the motor vehicles described in "Schedule 1" attached hereto and any additional Schedule 1's which, upon the mutual consent of Lessor and Lessee, may be executed from time to time ("Vehicle" or "Vehicles" as the context may require). This Lease shall become effective with respect to each Vehicle on the date the Schedule 1 identifying same is executed and shall continue for a term of months as specified in the applicable Schedule 1. AB will only be deemed to be a Lessor with respect to those Vehicles which are specifically allocated to AB on a Schedule 1 hereto and AFI will only be deemed to be a Lessor with respect to those Vehicles which are specifically allocated to AFI on a Schedule 1 hereto.

1.2. **Inspection and Acceptance.** Lessee will inspect each Vehicle upon its receipt of same. If the Vehicle meets Lessee's specifications, Lessee will accept delivery and execute and deliver to Lessor a Schedule 1 identifying such Vehicle. Such Schedule shall conclusively establish that the Vehicle identified therein is acceptable to and accepted by Lessee hereunder.

SECTION 2. RENTS AND PAYMENT DATES.

2.1. **Rent.** The monthly rental for the use of each Vehicle shall be specified in each Schedule 1 ("Basic Rent"). In addition, Lessee shall pay to Lessor the amount of any reimbursable expense paid by Lessor with respect to any Vehicle ("Additional Amounts"). The initial rent payment with respect to each Vehicle shall be paid on the Effective Date specified in each Schedule 1 and will consist of Basic Rent and Additional Amounts, if any. Each subsequent payment of Basic Rent and Additional Amounts shall be payable in advance on or before the "Rental Payment Date" as defined in the applicable Schedule 1.

All amounts received either as Basic Rent, Additional Amounts or otherwise shall be applied to payment of Lessee's obligations under this Lease in such order as Lessor, in its sole discretion, shall determine.

2.2. **Late Payments.** Time is of the essence in this Lease. This Lease is entered into in contemplation of the timely receipt of all rental payments hereunder. Any payment which is not received by Lessor on or before the tenth (10th) calendar day following its due date will be assessed a late charge computed at the rate of five percent (5%) of the past due payment for each vehicle then leased hereunder.

2.3. **Additional Sums Payable by Lessee.** In addition to the Rentals payable by Lessee under the provisions of Section 2.1 hereof:

a. **Taxes.** In addition to sales and use taxes contemplated in the Rentals, Lessee agrees to pay and to indemnify Lessor for, and hold the Lessor harmless from and against, all taxes, levies, fees, or other charges of any nature, including but not limited to any penalties, fines or interest (hereinafter collectively referred to as "Impositions"), arising in connection herewith or any Vehicle hereunder, and imposed by any governmental body or agency upon or with respect to any Vehicle or upon the sale, purchase, ownership, delivery, leasing, possession, use, operation, return or other disposition thereof or upon the Rentals or earnings arising therefrom, or upon or with respect to this Lease. However, these Impositions shall exclude (a) any claim for penalties, fines, or interest resulting from an act, omission, or misrepresentation of Lessor or anyone acting under, through, or on behalf of Lessor; and (b) all taxes on or measured, in part or entirely by (i) the net income; (ii) net worth; and (iii) gross income, rentals or receipts of Lessor unless demonstrably levied in lieu of a sales or use tax and solely attributable to gross income, net income, rentals, or receipts related hereto. All amounts payable by Lessee under this Section shall be payable, to the extent not theretofore paid, within 30 days after Lessee's receipt of written demand of Lessor.

If Lessee fails to pay any taxes, levies, fees or other charges required by this Section 2.3(a), or to discharge any levies, liens, and encumbrances created by Lessee's failure to pay same, Lessor shall have the right but not the obligation to pay same or to effect such discharge. If Lessor elects to make such payment or effect such discharge, Lessee shall remit to Lessor all costs (including the costs incurred in effecting the discharge of any levy, lien, or encumbrance) plus the interest thereon at the rate provided for in Section 2.2. upon receipt of a written demand. Lessee shall provide Lessor with an itemization of any costs required to effect such discharge as well as any other documentation needed by Lessor with respect to same.

In connection with any return, statement, report or license ("Return") required to be made or obtained with respect to any Impositions arising under this Section 2.3(a) and unless Lessor notifies Lessee otherwise, Lessee shall make such Return in a manner as will show the ownership of the Vehicle in Lessor. Lessee will prepare and file, or cause to be prepared and filed, each Return on a proper and timely basis and upon Lessor's request, furnish a copy of such Return to Lessor together with copies of billings, remittances, or other evidence satisfactory to Lessor of Lessee's performance of its duties under this Section 2.3(a). In the event that the Lessor elects to make such Return, the Lessee shall furnish promptly such data as the Lessor may require to prepare the Return and file it on a timely basis; however, Lessee's time for remittance of such data shall not extend beyond 15 days from the date of Lessor's request.

Any payment or reimbursement of any Imposition required to be made by the Lessee pursuant to this Section 2.3 (a) shall be in an amount sufficient to restore Lessor to a position, after considering the effect of the receipt of such payment by Lessor on its United States Federal income taxes, state and city taxes or franchise taxes based on net income or the effect on other taxes, or reductions in taxes then or theretofore realized by Lessor or its affiliates (who may file a consolidated, joint or combined tax return) as a result of this Section 2.3(a), that would maintain Lessor's after tax rate of return on the same basis as would have been the case had such payment not been required.

b. **Maintenance, Servicing and Assignment of Warranty.** Lessee agrees to pay, or cause to be paid, all costs, expenses, license and registration fees and charges incurred in connection with the use and operation of each Vehicle during the lease term thereof, including, but not limited to, storage, servicing, and maintenance as provided in Section 9 of this Lease. Lessor hereby authorizes Lessee to receive the benefits of any warranty available to Lessor, either express or implied, in respect of each Vehicle and agrees to execute and deliver such further instruments, and provide such other assistance, as may be reasonably necessary to enable Lessee to obtain warranty service furnished for each Vehicle by a warrantor thereof.

2.4. Federal Income Tax Benefit.

a. Lessor confirms to Lessee, and Lessee acknowledges, that Lessor shall be the party entitled to claim the "maximum allowable amount" of accelerated cost recovery deductions (Depreciation) as provided for in IRC Section 168 and other related IRC sections and the regulations thereunder available to Lessor because of Lessor's purchase and ownership of the Vehicles leased hereunder. The term "maximum allowable amount" is not the reduced amount of depreciation which Lessor may be required to claim pursuant to IRC Section 168(g) (and the regulations thereunder) known as the "Alternative Depreciation System for Certain Property." Any act by the Lessee which would cause the Lessor's Depreciation deduction to be determined (and therefore limited) by IRC Section 168(g) shall constitute an act requiring indemnification to the Lessor as provided for under Section 2.4(b) of this Lease. Lessee agrees that it shall not be entitled to, nor will it claim, such Depreciation. Lessee agrees that neither it nor any corporation controlled by, in control of it, or under common control with it, directly or indirectly, will at any time take any action or file any returns or other documents inconsistent with the foregoing. Notwithstanding the foregoing, if Lessor determines in its sole and absolute discretion that Lessor is not entitled to the foregoing federal income tax benefits or that the legal position for properly claiming any of the federal income tax benefits is unclear (including, but not limited to, the lease of a Vehicle identified in any Schedule 1-Certificate of Acceptance with a stated residual amount or value that is less than 20% of the Selling Price of such Vehicle), Lessor will not claim such federal income tax benefits and Lessee acknowledges that Lessee agrees to be bound by Lessor's corresponding adjustment to the pricing or determination of the rent or other amounts due under the Lease with respect to such Vehicle.

b. If (i) Lessor shall not be entitled for each of its taxable years (or portions thereof) during which this Lease is in effect to full use of the maximum allowable amount of Depreciation, and (ii) such loss or reduction in the amount of Depreciation (Loss) is not solely attributable to an act of Lessor as described in Section 2.4(c) hereof, then Lessee shall pay to Lessor, as additional Rentals, a sum which, will be sufficient to give Lessor the same after tax cash flow for such taxable year (or portion thereof) as is contemplated by this Lease and would have resulted had such Depreciation been allowed to Lessor in the same amounts and at the same times such Depreciation would otherwise have been allowed on the aforesaid basis, including any interest, additions to tax, penalties or other charges which may be assessed by the United States Government or any other governmental body or agency against Lessor in connection with such Loss. Any sum which shall be payable to Lessor due to such Loss, shall be payable to Lessor together with interest thereon from the date of payment by Lessor to the date of reimbursement by Lessee to Lessor, at the rate set forth in Section 14.2, on written demand made any time after payment of the consequential additional income tax, interest, penalties and other charges.

c. Lessee shall not be required to pay to Lessor the amounts provided for in Section 2.4(b) with respect to the Vehicles if the Loss is solely attributable to the occurrence of any of the following events:

i. Lessor shall fail to claim the Depreciation in its income tax returns for the appropriate years, provided that the foregoing does not apply to any Depreciation not claimed because of a good faith determination made by Lessor based on the advice of its tax counsel that it is not properly allowable;

ii. Lessor (or, if Lessor files its Federal income tax returns as a member of an affiliated group, the group) shall not have sufficient income to benefit from the Depreciation;

iii. Lessor shall voluntarily transfer legal title to the Vehicles or a portion thereof to anyone or shall dispose of or reduce its interest in the Vehicles and such transfer, disposition or reduction in interest (A) shall be the direct cause of such loss, (B) shall occur at any time when no Event of Default has occurred and is continuing and (C) shall not be pursuant to the written consent of Lessee; or

iv. Lessee shall have paid Lessor the Early Termination Value of the Vehicles or portion thereof pursuant to Section 14 hereof.

d. Lessor agrees that if, in the opinion of Lessor's tax counsel, a bona fide claim to all or a portion of the Depreciation (with respect to part or all of the Vehicles) exists in respect of which Lessee is required to pay additional Rentals and interest to Lessor as above provided, Lessor shall, on request and at the expense of Lessee, take all such legal or other appropriate action deemed reasonable by Lessor's tax counsel in order to sustain and collect such claim. Lessor hereby agrees to notify Lessee of any proposed disallowance by any governmental body or agency and, provided that Lessee has fully indemnified and secured Lessor to Lessor's reasonable satisfaction, agrees that no settlement or compromise of any claim at any stage prior to final judicial determination of the matter shall be made without Lessee's consent, which consent shall not be unreasonably withheld.

In the event that this Lease is terminated prior to the time Lessee is obligated to pay additional Rentals with respect thereto pursuant to this Section 2.4, then instead of paying such additional Rentals, Lessee shall pay to Lessor, within 30 days after the date of a determination that a Loss has occurred and Lessor is not eligible to claim or retain the Depreciation, or any portion thereof, an amount which, in the reasonable opinion of Lessor, will cause Lessor's discounted after tax rate of return with respect to the Vehicles to be equal to Lessor's discounted after tax rate of return that would have been available if Lessor had been entitled to the utilization of all or such portion of the Depreciation which was not claimed or was disallowed or required to be recaptured, and on such date Lessee shall also pay to Lessor the amount of any interest, additions to tax, penalties or other charges payable pursuant to any laws of the United States or any state or local government or taxing authority in the United States, or under the laws of any taxing authority or political or governmental subdivision of a foreign country by Lessor attributable to the disallowance, recapture or loss of all or any portion of such Depreciation.

e. Lessee agrees to keep and make available for inspection and copying by Lessor those records as will enable Lessor to determine the fulfillment of the foregoing indemnity and the extent to which it is entitled to the benefit of the maximum allowable amount as defined in Section 2.4(a) of Depreciation with respect to the Vehicles.

f. Reference in this Lease to specific sections of the IRC shall be deemed to mean the Internal Revenue Code of 1986, as amended, and to include comparable sections or provisions of any successor laws.

2.5. **Survivability.** In the event that, during the continuance of this Lease, Lessee becomes liable for the payment or reimbursement of any Impositions or Loss pursuant to Sections 2.3 and 2.4, such liability shall continue, notwithstanding by expiration of this Lease, until all such amounts are paid or reimbursed by Lessee.

2.6. **Certification of Trade or Business Use.** Lessee hereby warrants and certifies, under penalty of perjury that (1) Lessee intends that more than 50 percent of the use of the Vehicles listed on the Schedule(s) 1, attached hereto and made a part hereof, which are subject to this Lease, are to be in a trade or business of Lessee, and (2) that Lessee has been advised that it will not be treated as the owner of the Vehicle(s) for Federal income tax purposes.

Lessee agrees that if it is later determined that certification given by Lessee does not meet the requirements of Section 7701(h) of the IRC, or later published Federal regulations thereunder, Lessee will supply such certification at that point in time that will comply.



See Attachment I of this Lease which must be separately signed by the Lessee pursuant to IRC Section 7701(h)(2)(C).

2.7. **Abatement or Set Off.** Lessee shall not be entitled to any abatement or reduction of Rentals including, but not limited to, those due to any present or future claim of Lessee against the selling dealer, lease facilitator, or Lessor hereunder, or otherwise (unless due to the breach hereof by Lessor, or its negligence, fault or willful misconduct) or against the manufacturer of a Vehicle; nor, except as otherwise expressly provided herein, shall this Lease terminate, or the respective obligations of Lessor or Lessee be otherwise affected by, (i) the taking or requisitioning of any Vehicle by condemnation or otherwise, (ii) the lawful prohibition of Lessee's use of any Vehicle or (iii) the interference with such use by any private person or corporation unless such taking, prohibition or interference is solely attributable to the negligence, fault or willful misconduct of Lessor, it being the intention of the parties hereto that the Rentals and other amounts payable by Lessee hereunder shall continue to be payable in all such events unless the obligation to pay the same shall be terminated pursuant to Section 11 hereof, or until the Vehicles are surrendered pursuant to Section 14 hereof, or as otherwise specified herein.

SECTION 3. OWNERSHIP AND MARKING OF THE EQUIPMENT.

It is mutually agreed that Lessor or its successors or assigns is the owner and titleholder of Vehicles. Lessee acknowledges and agrees that it has not, and by the execution hereof it does not have or obtain, and by payments and performance hereunder it does not and will not have or obtain, any title to the Vehicles nor any property right or interest, legal or equitable therein, except solely as Lessee hereunder for the term hereof and subject to all the terms and conditions contained herein.

Lessee shall remove all signs or lettering on vehicles returned to Lessor pursuant to Section 15 hereof. Lessee will pay all costs incurred to remove same and to effect repairs required as a result of the removal.

SECTION 4. DISCLAIMER OF WARRANTIES.

Lessee acknowledges and agrees (i) that each Vehicle is of a design, capacity and manufacture satisfactory to Lessee, (ii) that Lessor is neither a manufacturer nor a dealer in such property, and (iii) **THAT LESSEE LEASES THE VEHICLES "AS IS" AND THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE, ANY REPRESENTATION OR WARRANTY OR COVENANT, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE'S COMPLIANCE WITH ANY LAW, REGULATION, OR SPECIFICATION; FITNESS FOR ANY PARTICULAR PURPOSE; MERCHANTABILITY; DESIGN; CONDITION; QUALITY; DURABILITY; OR SUITABILITY FOR THE PURPOSES AND USES OF LESSEE. LESSOR, THEREFORE, SHALL NOT BE LIABLE FOR ANY DEFECT EITHER LATENT OR PATENT IN ANY VEHICLE OR FOR ANY DIRECT OR CONSEQUENTIAL DAMAGE THEREFROM OR FOR ANY LOSS OF USE THEREOF OR FOR ANY INTERRUPTION IN LESSEE'S BUSINESS CAUSED BY ITS INABILITY TO USE ANY VEHICLE.**

SECTION 5. INDEMNIFICATION.

Lessee agrees to assume liability for, and does hereby agree to indemnify, protect, save and keep harmless Lessor and its respective successors, assigns, legal representatives, agents and servants ("Indemnified Persons") from and against any and all liabilities, obligations, losses, damages, penalties, taxes which are covered respectively in Sections 2.3 and 2.4, claims (including, without limitation, claims involving strict or absolute liability), actions, suits, costs, expenses and disbursements (including, without limitation, legal fees and expenses) of any kind and nature whatsoever ("Claims") which may be imposed on, incurred or asserted against, any Indemnified Person, in any way relating to or arising out of this Lease or any document contemplated hereby, or the performance by Lessee or enforcement against Lessee of any of the terms hereof, or in any way relating to or arising out of meeting eligibility requirements for participation in manufacturer sponsored repurchase and/or fleet incentive programs, the manufacture, purchase, acceptance, rejection, ownership, delivery, lease, sublease, possession, use, operation, maintenance, condition, or registration of any Vehicle or any accident in connection therewith (including, without limitation, latent and other defects, whether or not discoverable and any Claim for patent, trademark or copyright infringement); provided, however, that Lessee shall not be required to indemnify any Indemnified Person for any Claim resulting from acts which would constitute the willful misconduct or fault or negligence of such Indemnified Person. Lessee agrees that, subject to the provisions of this Lease, no Indemnified Person shall be liable to Lessee for any Claim caused directly or indirectly by the inadequacy of any Vehicle for any purpose or any deficiency or defect therein or the use or maintenance thereof or any repair, servicing or adjustment thereto or any delay in providing or failure to provide such or any interruption or loss of service or use thereof or any loss of business, all of which shall be the risk and responsibility of Lessee. The rights and indemnities of each Indemnified Person hereunder are expressly made for the benefit of, and shall be enforceable by, each Indemnified Person notwithstanding the fact that such Indemnified Person is no longer a party to this Lease.

SECTION 6. INSURANCE.

Lessee will at its sole cost and expense, maintain or cause to be maintained insurance coverage as follows:

a. Bodily injury and property damage liability insurance to cover accidents arising out of the maintenance or use of each Vehicle. The minimum requirements unless otherwise notified by Lessor in writing are:

- i. For vehicles up to 10,000 lbs. GVW:
\$500,000 combined single limit ("CSL")
or
\$50,000 for property damage, \$100,000 for bodily injuries to any one person, and \$300,000 for bodily injuries for any one accident
- ii. For vehicles over 10,000 lbs. GVW:
\$1,000,000 CSL
or
\$1,000,000 Umbrella coverage.

b. Comprehensive and collision insurance covering the full insurable value of each Vehicle with a deductible not to exceed \$1,000.

Notice for Rhode Island Lessees: Liability insurance or self-insurance provided by Lessor providing coverage or liability protection for third party liability claims arising out of the operation of any Vehicle will not be primary. Liability insurance that Lessee obtains will be primary.

All policies of insurance shall be written by insurers acceptable to Lessor, reflect Lessor and any assignee referred to in Section 13 as additional insureds and loss payees and provide for a 30-day written notice to Lessor of any cancellation or reduction of coverage's, unless otherwise approved by Lessor. All such insurance shall cover both the interest of Lessee, Lessor and any assignee referred to in Section 13 of which Lessee has notice and shall provide that losses, if any, shall be payable to such insureds as their respective interests may appear. Lessee shall furnish Lessor with satisfactory evidence of the maintenance of such insurance throughout the term hereof. Lessee shall indemnify and hold Lessor and its successors and assigns harmless from any loss or damage occasioned by Lessee's failure to maintain such insurance.

SECTION 7. USE OF THE EQUIPMENT.

Absent a default hereunder, Lessee shall be entitled to the possession and use of the Vehicles in accordance with the terms hereof. Lessee agrees that the Vehicles will be used solely by Lessee in the conduct of its business in the United States and Canada and by sub lessees approved in writing by Lessor and that:

- a. Lessee shall permit only licensed operators to operate the Vehicle and shall cause said operators to operate the Vehicle(s) with reasonable care and diligence.
- b. No Vehicle will be (i) used in violation of any Federal, state or municipal statute, law or ordinance, or contrary to the provisions of any applicable insurance policy; (ii) modified, altered or changed in any manner whatsoever; or (iii) used or operated in Mexico.

Lessee shall indemnify and hold Lessor and its successors and assigns harmless from any and all fines, forfeitures, seizures, claims, damages, or penalties resulting from the violation or breach of any of the above.

- c. No Vehicle shall be physically located outside the limits of the United States more than thirty (30) days of any calendar year it is leased hereunder. Lessee shall keep such records as necessary to verify the proportion of time any Vehicle is located outside of the United States and such records shall be made available to Lessor for copying and/or inspection, upon Lessor's request, in order for Lessor to determine compliance with this Section 7 (c) and to enable Lessor to determine the fulfillment of any indemnity under Sections 2.3 and 2.4 hereof.
- d. Lessee shall be liable to Lessor for all losses, damages, expenses and all costs, including reasonable attorney's fees, which Lessor may incur as a result of or arising out of the conversion, sale or concealment of any Vehicle by Lessee.
- e. Lessee shall furnish Lessor with such information as may be reasonably requested by Lessor to evaluate the creditworthiness of any proposed sub lessee. The sub lease shall be acceptable in form to Lessor.
- f. Lessee will not permit its rights or interests hereunder to be subject to any lien, charge or encumbrance other than the rights of Lessee's customers.
- g. Lessee will keep each Vehicle free and clear of any and all liens, charges and encumbrances which may be levied against or imposed upon it as a result of the failure of Lessee for any reason to perform or observe any of the covenants and agreements required to be performed or observed by Lessee hereunder.

**SECTION 8. FINANCING : ASSIGNMENT.**

Lessee covenants that it will not make, permit, or suffer to exist any mortgages, liens, encumbrances, or indebtedness on the Units, other than those given by Lessor, and Lessee hereby subordinates its rights hereunder to the lien of any financing source arising from said indebtedness.

EXCEPT AS HEREIN SPECIFICALLY PERMITTED, LESSEE WILL NEITHER (I) SUBLEASE, RENT, ASSIGN, GRANT A SECURITY INTEREST IN OR OTHERWISE TRANSFER LESSEE'S RIGHT TO USE ANY VEHICLE; NOR (II) ASSIGN, GIVE A SECURITY INTEREST IN, OR OTHERWISE TRANSFER, IN ANY WAY, EITHER ANY VEHICLE, LESSOR'S INTEREST UNDER THIS LEASE, OR LESSOR'S RESIDUAL INTEREST. LESSOR, UPON REQUEST, MAY GIVE PRIOR CONSENT IN WRITING TO A TRANSFER. ANY TRANSFER WITHOUT SUCH CONSENT SHALL BE INEFFECTIVE.

SECTION 9. MAINTENANCE AND COST OF OPERATION.

Lessee agrees, during the term of this Lease, to maintain and keep (or cause its sub lessees to maintain and keep) each Vehicle in good operating order, repair and condition and, in this connection, shall pay for all expenses incurred in the operation of any Vehicle including gasoline, oil, repairs, maintenance, tires, storage, parking, tow, licensing and title fees and any other expenses incidental to the use and operation of the Vehicle. Any expenses incurred by Lessor in discharging Lessee's obligations under this Section 9 shall be payable by Lessee.

SECTION 10. INSPECTION.

Lessor shall have the right, but not the duty, to inspect any Vehicles. Upon the request of Lessor, Lessee or any sub lessee shall confirm to Lessor the location, mileage and condition of each Vehicle and shall, at any reasonable time, make each Vehicle and all records pertaining thereto available to Lessor for inspection.

SECTION 11. CASUALTY OCCURRENCES AND SETTLEMENT THEREFOR.

In the event that any Vehicle has become lost, stolen, destroyed, or in the opinion of Lessee, has become irreparably damaged ("Casualty Occurrence"), Lessee shall promptly and fully inform the Lessor thereof within a reasonable time on its discovery thereof and shall pay Lessor, on the due date of the next installment of Rental following the Casualty Occurrence, an amount equal to the applicable Casualty Value of such Vehicle. The Casualty Value for each Vehicle shall be equal to the following: (1) the vehicle's residual value set forth in the applicable Schedule 1; plus (2) the monthly Total Monthly Payment for the Vehicle set forth in the applicable Schedule 1 times the number of Total Monthly Payments for the Vehicle not yet due; plus (3) any unpaid, past due Total Monthly Payments for the Vehicle; plus (4) any late charges, fees, charges or other amounts due under this Lease; minus (5) the unearned component of the Total Monthly Payments for the Vehicle not yet due (the "Unearned Charges"); and minus (6) any proceeds received by Lessor from any sale of the Vehicle, net of any expenses expended or incurred in the recovery, storage, rental, transportation or sale of the Vehicle. The Unearned Charges shall be calculated by Lessor in its sole discretion, and Lessee agrees Lessor's determination of the amount of such Unearned Charges shall be final and binding on the Lessee.

Lessor shall provide all necessary documentation to transfer ownership to Lessee, including bills of sale and certificates of title. If Lessee has made rental payments for periods after the date of a Casualty Occurrence, Lessor shall credit such payments against Lessee's responsibility hereunder. Upon payment of the Casualty Value for a Vehicle, the Lease shall terminate with respect to such Vehicle and no further rents shall be payable therefor. All remaining right, title and interest in and to such Vehicle shall vest in the Lessee.

SECTION 12. LESSEE'S ACCOUNT.

The book value of each Vehicle shall be determined as follows: the Capitalized Cost as set forth in the Schedule 1 in which it is identified less the total reserve for depreciation. The balance so obtained shall be the book value of such Vehicle. If the net sale price of the Vehicle exceeds such book value, Lessor shall issue a rental adjustment to Lessee for the difference. If the net sale price of the Vehicle is less than such book value, Lessor shall bill and Lessee shall pay to Lessor the difference, as a rent adjustment to the depreciation account.

It is anticipated that Lessee will sell Vehicles on behalf of Lessor promptly upon expiration of this Lease with respect thereto. If Lessee does not so sell a Vehicle, Lessor will sell it at wholesale as soon as possible after the expiration or cancellation of this Lease with respect thereto and determine the rental adjustment in accordance with the provisions of this Section. Such rental adjustment shall be paid by the responsible party within 30 days after the date Lessor sells such Vehicles. If Lessee does not sell the Vehicles on behalf of Lessor, recognizing that the Lessor shall incur various transportation, storage and other expenses associated with disposition of the Vehicles, Lessee agrees that the net sale price of the Vehicles shall be reduced by \$250 for each Vehicle (\$500 for Medium duty trucks) disposed of by Lessor.

SECTION 13. ASSIGNMENT.

(a) This Lease shall be binding upon and inure to the benefit of any security or other assignee of Lessor and the successors and assigns of any such assignee, and Lessee and its successors and, to the extent permitted hereby, its assigns.

(b) Lessee agrees that it will not, without the prior written consent of Lessor assign this Lease or any of its rights hereunder to any other party. Any purported assignment in violation of this Section shall be void and of no force and effect.

(c) Lessor may assign this Lease to any person at any time, without the consent of or notice to Lessee. AB and AFI may assign their rights and obligations hereunder with respect to the lease of a specific Vehicle (or Vehicles) to the other at any time without the consent of or notice to Lessee.

SECTION 14. EVENTS OF DEFAULT AND REMEDIES THEREFOR

14.1. **Events of Default.** Any one or more of the following shall constitute an event of default ("Event of Default") as that term is used herein:

- a. Lessee shall fail to make payment to Lessor of any amount due hereunder and such default shall continue for more than 10 business days after the due date thereof;
- b. Lessee shall make or permit any unauthorized assignment or transfer hereof and shall fail or refuse to cause same to be canceled by agreement of all parties having any interest therein within 15 days after notice from Lessor to Lessee demanding such cancellation;
- c. Lessee fails to observe or perform any other material covenant, condition, agreement or provision hereof, including, but not limited to, Vehicle marking (Section 3), insurance (Section 6), usage (Section 7), and maintenance (Section 9), and such default shall continue for more than 30 days after written notice thereof from Lessor to Lessee;
- d. If any representation or warranty made by Lessee herein, or in any statement or certificate furnished hereunder including but not limited to applications for eligibility under any manufacturer sponsored repurchase program or fleet incentive program proves untrue in any material respect as of the date of the issuance thereof and shall not be made good within 30 days after notice thereof from Lessor to Lessee;

- e. Lessee becomes insolvent or bankrupt or admits in writing its inability to pay its debts as they may mature, or makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for Lessee or for a major part of its property;
- f. A trustee or receiver is appointed for Lessee or for a major part of its property and is not discharged within 30 days after such appointment; or
- g. Bankruptcy, reorganization, insolvency, liquidation or any other proceeding for relief under any bankruptcy or similar law for the relief of debtors, is instituted by or against Lessee, and allowed, consented to or not dismissed within 30 days after such institution.

In the event that Lessee shall have knowledge of an Event of Default under this Lease, Lessee shall give telephonic notice thereof (confirmed in writing) to Lessor within 1 business day of its acquisition of such knowledge.

14.2. **Remedies.** When any Event of Default has occurred and is continuing, Lessor at its option may:

- a. Give notice to sub lessees to make their rental payments directly to Lessor, and thereafter collect such rentals and give releases therefor and pay over to Lessee any proceeds remaining after deducting all amounts due Lessor hereunder. Lessee hereby appoints Lessor its attorney in fact to collect such rental payments and otherwise enforce the sub lease agreements after notice hereunder to the sub lessee;
- b. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants and terms of this Lease or to recover damages for the breach hereof, including net after tax losses of Federal and state income tax benefits to which Lessor would otherwise be entitled under this Lease and interest on any and all amounts due hereunder; or
- c. Terminate this Lease and/or any right of possession under this Lease, whereupon all rights and interest of Lessee to the Vehicle(s) shall cease and terminate (but Lessee shall remain liable as hereinafter provided); and thereupon, Lessor may by its agents peaceably enter upon any premises where any Vehicle may be located and take possession thereof and thereafter hold, possess and enjoy the same free from any right to Lessee, or its successor or assigns, to use such Vehicle for any purpose whatever; but Lessor shall, nevertheless, have a right to recover from Lessee any and all amounts then due under this Lease and also to recover forthwith from Lessee (i) as damages for the loss of bargain and not as a penalty and in lieu of any further claim for rent accruing from and after the date of such termination, an amount equal to the following for each Vehicle: (1) the Vehicle's residual value set forth in Schedule 1; plus (2) the monthly Total Monthly Payment for the Vehicle set forth in Schedule 1 times the number of Total Monthly Payments for the Vehicle not yet due; plus (3) any unpaid, past due Total Monthly Payments for the Vehicle; plus (4) any late charges, fees, charges or other amounts due under this Lease allocable to the Vehicle; plus (5) the applicable \$250.00 or \$500.00 disposal fee required under Section 15; minus (6) the unearned component of the Total Monthly Payments of the Vehicle not yet due (the "Unearned Charges"); and minus (7) any proceeds received by Lessor from any sale of the Vehicle, net of any expenses expended or incurred in the seizure, storage, transportation, rental, reconditioning or sale of the Vehicle. The Unearned Charges shall be calculated by Lessor in its sole discretion, and Lessee agrees Lessor's determination of the amount of such Unearned Charges shall be final and binding on the Lessee; (ii) any damages and expenses, including reasonable attorney's fees, in addition thereto which Lessor shall have sustained by reason of the breach of any covenant or covenants of this Lease, other than for the payment of rent, together with reasonable sums for attorney's fees and such expenses as shall be expended or incurred in the seizure, storage, rental or sale of any Vehicle or in the enforcement of any right or privilege under this Lease or any schedules, guaranties, supplements, documents, agreements, instruments, filings, certificates, opinions or assurances evidencing or relating to this Lease or in any consultation or action in such connection; and (iii) interest at 5% per vehicle per month (as defined in Section 2.2) as of the date of the Event of Default, computed from the date payments were originally due Lessor or from the date of any expenditure recoverable pursuant to this Section 14, to and including the date payments are made by Lessee.

Each and every power and remedy hereby specifically given to Lessor shall be in addition to every other power and remedy existing at law, in equity or in bankruptcy and each and every power and remedy may be exercised from time to time and simultaneously and as often and in such order as may be deemed expedient by Lessor; provided, however, that the measure of damages recoverable against Lessee shall in any case be calculated in accordance with the above. All such powers and remedies shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other. No delay or omission of Lessor in the exercise of any such power or remedy and no renewal or extension of any payment due hereunder shall impair any such power or remedy or be construed to be a waiver of any default or any acquiescence therein. Any extension of time for payment hereunder or other indulgence duly granted to Lessee shall not otherwise alter or affect Lessor's rights or Lessee's obligations hereunder. Lessor's acceptance of any payment after it shall have become due hereunder shall not be deemed to alter or affect Lessee's obligations or Lessor's rights hereunder with respect to any subsequent payment or default therein.

SECTION 15. RETURN OF EQUIPMENT.

If Lessee does not sell a Vehicle on behalf of Lessor, Lessee shall promptly, and in no event later than 15 days after the expiration of the lease term related thereto (including any extension hereof), at its own expense, return such Vehicle to a location designated by Lessor in good condition without any missing part, damage, or excessive wear and use. Excess wear is wear that is beyond normal wear and tear. Excess wear includes, but is not limited to: (a) glass that is damaged or that Lessee tinted; (b) damaged or corroded body or trim; (c) damaged finish; (d) a torn, damaged, or stained interior or trunk liner; (e) missing equipment or parts that were in or on the Vehicle when delivered and not replaced with equipment of equal quality and design; (f) missing or unsafe wheels or tires and those that are not of the same size and type the manufacturer recommends, including spare (recapped tires and snow tires are unacceptable); (g) any tire with less than 1/8 inch of tread left at the shallowest point; (h) damaged or worn brakes that do not meet government safety standards; (i) damaged frame, cross member or suspension; (j) damaged or inadequately repaired, engine and/or powertrain components; (k) oil leaks or low oil pressure; (l) improperly functioning instruments or electrical system, including battery and lights; (m) any mechanical damage or other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or unlawful way or that would cause the vehicle to fail a government safety inspection; (n) improperly functioning attached specialized equipment, and (o) any other damage, whether or not insurance covers it. Such Vehicle upon return pursuant hereto, shall be subject to a \$250 termination fee (\$500 for Medium duty trucks) and shall be free and clear of all mortgages, liens, security interests, charges, encumbrances and claims except those arising through or under this Lease. If requested by Lessor, Lessee agrees, at its sole cost and expense, to store Vehicles on property owned or leased by it for a period of 45 days from the applicable Lease expiration date.

SECTION 16. GOVERNING LAW.

This Lease shall be governed and interpreted in accordance with the laws of the State of Michigan.

SECTION 17. NOTICES.

All notices (excluding billings and communications in the ordinary course of business) required under this Lease shall be in writing, personally delivered, delivered by overnight courier service, sent by facsimile transmission (with confirmation of receipt), or sent by certified mail, return receipt requested, addressed to the other party at its respective address identified herein or at such other address as such party shall from time to time designate in writing to the other party; and shall be effective from the date of receipt.

SECTION 18. AMENDMENTS AND MISCELLANEOUS.

- a. The terms hereof shall not be waived, altered, modified, amended, supplemented or terminated in any manner whatsoever except by written instrument signed by Lessor. No oral changes are binding.
- b. All agreements, representations and warranties contained herein, and in any certificate or other instrument delivered pursuant hereto shall survive the execution and delivery of this Lease and the expiration or other termination hereof.
- c. Any provision hereof which may be determined by competent authority to be prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, only be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof.
- d. This Lease shall constitute an agreement of lease and nothing herein shall be construed as conveying to Lessee any right, title or interest in or to any Vehicle except as lessee only.
- e. This Lease may be signed in counterparts, each of which is deemed an original and all of which taken together constitute one and the same agreement.
- f. Lessor has the right, in Lessor's sole discretion, to use an electronic signature (including the right to insert the name of the person executing this Lease on behalf of Lessor in Lessor's signature block using an electronic signature) ("Electronic Signature") to sign this Lease and all schedules now or hereafter attached hereto (including all Schedule 1's) and in this event, this Lease will not include an original ink signature from Lessor. This Lease, if executed by Lessor using an Electronic Signature, will be binding on Lessor as if this Lease had been originally executed by Lessor with an ink signature. Lessee does not have the right to use an Electronic Signature and this Lease and all schedules now or hereafter attached hereto must be originally executed by Lessee using an ink signature.

SECTION 19. ENTIRE AGREEMENT.

This document constitutes the entire agreement between the parties concerning the lease of Vehicles. There are no other understandings except those contained herein. No course of performance may be used to determine the meaning of the agreement between the parties or evidence a change to any term hereof.

WARNING FOR NEW YORK LESSEES: Important consumer protections may not apply if this agreement indicates that you are leasing the vehicle primarily for agricultural, business or commercial use.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed by their respective officers thereunto duly authorized and their corporate seals to be hereto affixed.

Ally Financial Inc.

(Lessor)

BY: _____

TITLE: _____
Authorized Representative

Ally Bank

(Lessor)

BY: _____

TITLE: _____
Authorized Representative

Trinity Basin Preparatory, Inc.

(Lessee)

 _____

TITLE: _____

SCHEDULE 1 - CERTIFICATE OF ACCEPTANCE

SM

Under that *ComTRAC Lease Agreement* (Lease) between Ally Financial Inc. ("AFI"), Ally Bank ("AB") (each of AFI and AB, a Lessor) and the undersigned Lessee, dated as of October 5, 2020. Lessee hereby certifies that the vehicle(s) listed below has (have) been to Lessee, tested and inspected by Lessee, found to be in good order and accepted as Vehicles under the Lease, on the date indicated below.

Vehicle Information	Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4	Vehicle #5	Totals
Application Number	1096765410					
Lessor (AFI or AB) *	AB	AB	AB	AB	AB	
Year	2020					
Make	Nissan					
Model	NV2500 HR SV V6					
Vehicle ID Number	1N6BF0LY2LN810176					
Term (months)	12					
Dealer Installed Option(s)	\$0.00					
Total Selling Price	\$40,090.93					\$40,090.93
Administrative Fee	\$250.00					\$250.00
Negative Equity	\$0.00					\$0.00
Mech/Service Agreement/Tax/Fees	\$611.75					\$611.75
To Dealer For GAP	\$0.00					\$0.00
Total Cap Cost Reduction(s)	\$4,000.00					\$4,000.00
Net Capitalized Cost	\$36,952.68					\$36,952.68
Residual: %	0%					
Residual: \$	\$1.00					\$1.00
Basic Rent	\$3,146.51					\$3,146.51
*Sales/Use Tax (Est.)	\$0.00					\$0.00
*Personal Property Tax (Est.)	\$0.00					\$0.00
Total Monthly Payment	\$3,146.51					\$3,146.51
Title/License/Reg. Fees	\$0.00					\$0.00
Tax on Cap Cost Red.	\$0.00					\$0.00
Tire Tax Fee	\$0.00					\$0.00
Initial Amounts Due	\$7,146.51					\$7,146.51

Vehicle Garaging Information:

Street Address: 2730 N Highway 360
 City, State, ZIP: Grand Prairie, TX 75050

*Tax amounts are estimates.

My Lease states that I am responsible for all taxes associated with the above Vehicle(s) (except the Lessor's net income taxes). If Personal Property Taxes are applicable to any of the Vehicles, I have indicated below the method for the billing and payment of Personal Property taxes that I want Lessor to apply in connection with my Lease.

Monthly Payment - Lessor should include an estimated amount for the Personal Property Taxes in my monthly payments. At lease termination, Lessor will reconcile the actual bills against the amount I paid toward the taxes. Lessor will then add that sum to any amounts owed to me at lease termination if a surplus exists or bill me if any additional funds are owed. Any funds still owed for property taxes (and any associated use/excise tax) are due and payable when I receive the Lessor billing.

Annual Payment - Lessor will bill me annually after Lessor receives a tax bill from the taxing jurisdiction(s). Property Taxes (and any associated use/excise tax) are due and payable upon my receipt of a bill from Lessor.

By signing below, Lessee acknowledges that they will remain liable for the final property tax bill, even if the lease ends before Lessor receives the final tax bill.

Initial Amounts Due (Total of all lease agreements)		How Initial Amounts Due will be Paid
Capitalized Cost Reductions	\$ 4,000.00	
Cash	\$ -	\$ 3,146.51
Trade Rebate	\$ -	\$ -
	\$ 4,000.00	\$ 4,000.00
Refundable Security Deposit	\$ -	
First Monthly Lease Payment(s)	\$3,146.51	
License/Registration Fee(s)	\$ -	
Sales Tax	\$ -	
Tire Tax Fee	\$ -	
Personal Property Tax	\$ -	
Other (Tax on Cap Reduction(s))	\$ -	
Totals	\$ 7,146.51	\$ 7,146.51

ALLY FINANCIAL INC.:

Accepted by: _____

Title: _____

Authorized Representative

Address: 2911 Lake Vista Drive, Lewisville, TX 75067

ALLY BANK:

Accepted by: _____

Title: _____

Authorized Representative

Address: 2911 Lake Vista Drive, Lewisville, TX 75067

LESSEE:

Trinity Basin Preparatory, Inc. _____



Title: _____

Date of Acceptance:

October 5, 2020 _____

The Rental Payment Date will be on day 5

of each month for the term of each lease agreement




Lessee Certification of Trade or Business Use and Verification of Notice of Disallowance (Loss) of Tax Ownership Treatment

I (We), Trinity Basin Preparatory, Inc. (Lessee) hereby certify under penalty of perjury, (1) the Lessee intends that more than 50 percent of the use of Vehicles which are subject to a ComTRACSM Lease Agreement (Lease) with Ally Financial Inc. ("AFI"), Ally Bank ("AB") (each of AFI and AB, a "Lessor"), dated as of: October 5, 2020

is to be in a trade or business of the Lessee, and (2) that the Lessee has advised that it will not be treated as an owner of the Vehicle(s) subject to the Lease for Federal income tax purposes. A description of the Vehicle(s) made subject to this Certification is included in the Lease (Schedule(s) 1) and is incorporated into this Certification by reference.

Trinity Basin Preparatory, Inc.
Lessee


Lessee signature

Title:



ComTRAC Lease Insurance Verification

Ally - Insurance Information Form Vehicle Leasing II, LP dba D&M Leasing
Lease Facilitator/Dealer

1 - LESSEE

Trinity Basin Preparatory, Inc.
Lessee Name

Grand Prairie TX 75050
CITY STATE ZIP CODE

Agency Address	
Agency	
Street Address	
City	Zip Code
State	

Internal Use Only	
Multiple Leases	<input type="checkbox"/>
Flat Cancellation Replaces Lease	<input type="checkbox"/>
Substitution of Vehicle	<input type="checkbox"/>

AGENCY CONTACT - FIRST INITIAL AND LAST NAME AGENCY PHONE NUMBER

Trinity Basin Preparatory, Inc.
INSURED-MUST BE NAMED ON LEASE FIRST NAME, LAST NAME

INSURANCE COMPANY POLICY NUMBER

EFFECTIVE DATE EXPIRATION DATE

I agree to maintain insurance as described in the "Coverage Requirements" section below and as required by my vehicle lease agreement.

I understand that coverages as described must be maintained until termination of the vehicle lease agreement, and agree that Ally or PDP Services may request proof of such insurance.

I understand that failure to keep such insurance in force will be an event of default under the vehicle lease agreement, entitling Ally to take action under the lease. I also acknowledge receipt of a copy of this Agreement and authorize the agent to place coverages as required.

 _____
Lessee's Signature

October 5, 2020
Date



2-COVERAGE REQUIREMENTS

COVERAGE LIMITS	PASSENGER CAR/LIGHT DUTY TRUCK	OVER 10,000 lbs. GVW	SPECIALITY VEHICLES*
Liability:	\$500,000 Combined Single Limit	\$1,000,000 Combined Single Limit	
	or \$100,000/\$300,000/\$50,000	or \$1,000,000 Umbrella Coverage	Combined Single Limit
Comprehensive/ Collision:	\$1,000 Deductible (maximum)	\$1,000 Deductible (maximum)	

*As Designated By Ally

Endorsement Name - To be completed by Lease Facilitator/Dealer

ALLY FINANCIAL AND ITS SUCCESSORS AND ASSIGNS NAMED
 "Additional Insured" and "Loss Payee" endorsements as specified in the section with the mailing address below.

ENDORSEMENT MAILING ADDRESS
 It is imperative that this address be used for all insurance notifications:

ALLY FINANCIAL AND ITS SUCCESSORS AND ASSIGNS NAMED

PO Box 8105
 Cockeyville, MD 21030

3 - COLLATERAL

VEHICLE INFORMATION - VIN NUMBER

VEHICLE 1: 1N6BF0LY2LN810176

VEHICLE 2:

VEHICLE 3:

VEHICLE 4:

VEHICLE 5:

YES OR NO	Liability Confirmed	Person Contacted at Agency:	_____
YES OR NO	Comprehensive Confirmed	LF/Dealer Verification By:	_____
YES OR NO	Collision Confirmed	Date:	_____
YES OR NO	Endorsements Confirmed	Lease Facilitator/Dealer Name:	Vehicle Leasing II, LP dba D&M Leasing
YES OR NO	PDP Address Confirmed	Telephone Number:	_____

Circle Yes or No

4 - AGENT

Please attach a Certificate of Insurance to this form, including the coverages and endorsements noted in Section 2 and as authorized by the insured in Section 1. This certificate should then be mailed to Ally, PO Box 8105, Cockeyville, MD 21030-8105. Failure to include coverages and endorsements as required or failure to use this notification address above will result in processing delays and may result in additional requests for information.



Agreement of Guaranty

This Agreement of Guaranty is executed and delivered in favor of Ally Financial Inc, ("AFI") and/or Ally Bank ("AB") (each of AFI and AB, and their successors and assigns, a "Lessor"), in connection with that certain ComTRAC Lease

Agreement dated as of October 5, 2020
(the "Lease Agreement") by and between Lessor and Trinity Basin Preparatory, Inc.

("Lessee"), pursuant to which Lessee has leased certain motor vehicles from Lessor (the "Vehicles"), which lease is evidenced by the Lease Agreement, (the Lease Agreement and any exhibits or schedules thereto, the terms and conditions incorporated into the Lease Agreement, and all other documents, instruments, certificates and other agreements relating thereto being herein collectively referred to as the "Agreement").

In order to induce Lessor to enter into the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned ("Guarantor") hereby UNCONDITIONALLY GUARANTEES:

- (a) the prompt payment of all of the payment obligations in the Agreement (including, but not limited to payment of all costs, expenses and attorney fees incurred by the Lessor thereunder); and
- (b) the prompt performance by Lessee of all of its covenants and agreements in the Agreement (the obligations described in clauses (a) and (b), collectively, the "Guaranteed Obligations").

This Guaranty is a guaranty of payment and performance and is not merely a guaranty of collection.

1. This Guaranty is a continuing one and shall terminate only upon full payment of all sums due under the Agreement and the performance of all of the terms, covenants and conditions therein required to be kept, observed or performed by Lessee, whether to be performed before or after the last payment has been made under the Agreement.
2. Guarantor authorizes Lessor, with Lessee's consent where required, without notice or demand, and without affecting its liability hereunder, from time to time to: (a) change the amount, time or manner of payment of the sums required to be paid pursuant to the Agreement; (b) change any of the terms, covenants, conditions or provisions of the Agreement; (c) amend, modify, change or supplement the Agreement; (d) assign the Agreement or the sums payable under the Agreement; (e) consent to Lessee's assignment of the Agreement; (f) receive and hold security for the payment of this Guaranty or the performance of the Agreement, and exchange, enforce, waive and release any such security; and (g) apply such security and direct the order or manner of sale thereof as Lender in its sole discretion may determine.
3. Guarantor waives to the fullest extent permitted by law: (a) any right to require Lessor to: (i) proceed against Lessee or any other party liable for any Guaranteed Obligation; (ii) proceed against or exhaust any security for the Guaranteed Obligations; (iii) pursue any other remedy in Lessor's power whatsoever; or (iv) notify Guarantor of any default by Lessee in the payment of any sums required to be paid pursuant to the Agreement or in the performance of any term, covenant or condition therein required to be kept, observed or performed by Lessee, (b) any defense arising by reason of any disability or other defense of Lessee or any other party liable for any Guaranteed Obligation, (c) any lack of authority of Lessee with respect to the Agreement, (d) the invalidity, illegality or lack of enforceability of the Agreement from any cause whatsoever, (e) the failure of Lessor to perfect or maintain perfection of any interest in any collateral, (f) the cessation from any cause whatsoever of the liability of Lessee, (g) the benefit of any statute of limitations affecting the Guarantor's liability hereunder, and (h) any and all other defenses or benefits that may be derived from or afforded by applicable law limiting the liability of or exonerating guarantors or sureties, other than the defense that the Guaranteed Obligations have been fully performed and indefeasibly paid in full in cash. This Guaranty and Guarantor's payment obligations hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment of any of the Lessee's payment obligations under the Lease Agreement is rescinded or must otherwise be restored or returned by Lessor, all as though such payment had not been made. Lessor's good faith determination as to whether a payment must be restored or returned shall be binding on Guarantor. Until the payment and performance in full of all of the Lessee's payment obligations under the Lease Agreement, Guarantor waives and shall have no right of subrogation against Lessee or any other party liable for any Guaranteed Obligation, and waives any right to enforce any remedy which Lessor now has or may hereafter have against Lessee, and waives any benefit of, and any right to participate in, any security now or hereafter held by Lessor. Guarantor waives all presentments, demands for performance, notices of non-performance, protests, notices of dishonor, and all other notices or demands of any kind or nature whatsoever with respect to the Guaranteed Obligations, and all notices of acceptance of this Guaranty or of the existence, creation or incurrence of new or additional Guaranteed Obligations.

4. Guarantor shall be liable for all attorneys' fees and other costs and expenses incurred by reason of any default or the exercise of Lessor's remedies hereunder and/or under the Agreement.
5. In the event of a sale or assignment of the Agreement, Lessor may assign the benefits of this Guaranty without the consent of Guarantor. This Guaranty shall inure to the benefit of Lessor, its successors and assigns, and shall be binding upon the personal representatives and heirs to the Guarantor.
6. The obligations of Guarantor hereunder are (x) those of primary obligor, and not merely as a surety, (y) independent of the obligations of Lessee and (z) joint and several with each other party that may be liable, directly or indirectly, for the payment or performance of any of the Guaranteed Obligations. A separate action or actions may be brought and prosecuted against Guarantor whether an action is brought against Lessee or any other party liable for any Guaranteed Obligation or whether Lessee or any other party liable for any Guaranteed Obligation be joined in any such action or actions.
7. GUARANTOR AGREES THAT THIS GUARANTY AND THE RIGHTS AND OBLIGATIONS OF LESSOR AND GUARANTOR HEREUNDER SHALL IN ALL RESPECTS BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE IN WHICH THE GUARANTOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED (IF THE GUARANTOR IS AN ENTITY), OR THE GUARANTOR'S PRINCIPAL RESIDENCE IS LOCATED (IF THE GUARANTOR IS A NATURAL PERSON) WITHOUT REGARD TO THE CONFLICT OF LAWS PRINCIPLES OF SUCH STATE. Guarantor agrees that any action or proceeding arising out of or relating to this Guaranty may be commenced in any state or Federal court of competent jurisdiction in the State in which the Guarantor's principal place of business is located (if the Guarantor is an entity), or the Guarantor's principal residence is located (if the Guarantor is a natural person) and Guarantor submits to the jurisdiction of such court and agrees that a summons and complaint commencing an action or proceeding in any such court shall be properly served and shall confer personal jurisdiction if served personally or by certified mail to it at its address hereinafter set forth, or as it may provide in writing from time to time, and submits to personal jurisdiction in such courts.
8. GUARANTOR HEREBY WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH GUARANTOR AND LESSOR MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS GUARANTY OR THE AGREEMENT. IT IS HEREBY AGREED AND UNDERSTOOD THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS, INCLUDING CLAIMS AGAINST PARTIES WHO ARE NOT PARTIES TO THIS GUARANTY. GUARANTOR AUTHORIZES LESSOR TO FILE THIS PROVISION WITH THE CLERK OR JUDGE OF ANY COURT HEARING SUCH CLAIM.
9. Should Guarantor assume control of and use the Vehicle(s) pursuant to the terms of the Agreement, Guarantor agrees to be bound by all terms of the Agreement and will sign a Certification of Trade or Business Use and Verification of Notice of Disallowance (Loss) of Tax Ownership treatment. Guarantor agrees that Vehicle(s) will be used more than 50% of the time for business or trade purposes and the Lessor will be treated as owner of any motor vehicle subject to such Lease Agreement for Federal income tax purposes.
10. Except as set forth herein, the Lessor has made no promises to Lessee or the Guarantor to induce execution of this Guaranty. There are no other agreements or understandings, either oral or in writing, between the parties concerning this Guaranty. This Guaranty may only be amended by written agreement of the parties hereto. Any amendment, change or modification of this Guaranty shall be binding only if reduced to writing and signed by duly authorized representatives of both parties and no waiver of any of its terms shall be effective otherwise. If any provision of this Guaranty is not valid or enforceable according to applicable law, all other provisions will remain enforceable.



Please utilize the following address for the monthly billing.

Trinity Basin Preparatory, Inc.

2730 North Hwy 360

Grand Prairie, TX 75050





Lease Facilitator's Fee Confirmation

I acknowledge that Vehicle Leasing II, LP dba D&M Leasing

the lease facilitator, has received or will receive a fee for facilitating this lease.

Trinity Basin Preparatory, Inc.
Customer Name

Vehicle Leasing II, LP dba D&M Leasing
Lease Facilitator Name

~~B~~

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



CERTIFICATION REGARDING BENEFICIAL OWNERS OF LEGAL ENTITY CUSTOMERS

General Instructions

What is this form?

To help the government fight financial crime, federal regulation requires certain financial institutions to obtain, verify, and record information about the beneficial owners of legal entity customers. Legal entities can be abused to disguise involvement in terrorist financing, money laundering, tax evasion, corruption, fraud, and other financial crimes. Requiring the disclosure of key individuals who ultimately own or control a legal entity (i.e., the beneficial owners) helps law enforcement investigate and prosecute these crimes.

Who has to complete this form?

This form must be completed by the person opening a new account on behalf of a legal entity.

For the purposes of this form, a legal entity includes a corporation, limited liability company, partnership, and any other similar business entity formed in the United States or a foreign country or a statutory trust.

What information do I have to provide?

This form requires you to provide the name, physical address, date of birth and social security number (or passport number or other similar information, in the case of Non-U.S. Persons) for the following individuals (i.e., **the beneficial owners and controlling party**):

- (i) Each individual, if any, who owns, directly or indirectly, 25 percent or more of the equity interests of the legal entity customer (e.g., each natural person that owns 25 percent or more of the shares of a corporation); **and**
- (ii) An individual with significant responsibility for managing the legal entity customer (e.g., a Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President or Treasurer).

The financial institution may also ask to see a copy of a driver's license or other identifying document for each beneficial owner listed on this form.

For Trusts, please provide a copy of the trust, or complete the Certificate of Trust Existence Addendum.

For other non-individual entities (i.e., holding companies), please complete the Holding Company Addendum.



OWNERSHIP VERIFICATION FORM

To: Ally Bank (Ally Capital in Hawaii, Mississippi, Montana and New Jersey) ("Bank") and Ally Financial Inc. ("Ally Financial") (collectively, "Ally").


The Entity named below currently conducts business with Ally. Due to new federal regulations^(a) applicable to Ally, Ally is requesting the Entity to provide additional information (set forth below) for (1) each natural person that owns 25% or more of the Entity and (2) the individual with significant managerial control over the Entity (i.e., the primary decision maker).

(a) Reference: U. S. Department of the Treasury FinCEN Customer Due Diligence Requirements for Financial Institutions Dated May 11, 2016.

ENTITY INFORMATION			
Legal Name: <u>Trinity Basin Preparatory, Inc.</u>			
Trade Name(s): _____			
Type of Organization: <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other			
Street Address: <u>2730 N. Highway 360</u> City: <u>Grand Prairie</u> State: <u>TX</u> Zip: <u>75050</u>			

OWNERSHIP - Please check the "Managerial Control" box once for the individual with significant managerial control (primary decision maker), if applicable			
Owner 1:	United States Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ownership %*:	Title: _____ <input type="checkbox"/> Managerial Control
Full Legal Name*:		Date of Birth*:	Social Sec.#/ITIN*:
Street Address*:		City:	State: _____ Zip Code: _____
Owner 2:	United States Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ownership %*:	Title: _____ <input type="checkbox"/> Managerial Control
Full Legal Name*:		Date of Birth*:	Social Sec.#/ITIN*:
Street Address*:		City:	State: _____ Zip Code: _____
Owner 3:	United States Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ownership %*:	Title: _____ <input type="checkbox"/> Managerial Control
Full Legal Name*:		Date of Birth*:	Social Sec.#/ITIN*:
Street Address*:		City:	State: _____ Zip Code: _____
Owner 4:	United States Citizen? <input type="checkbox"/> Yes <input type="checkbox"/> No	Ownership %*:	Title: _____ <input type="checkbox"/> Managerial Control
Full Legal Name*:		Date of Birth*:	Social Sec.#/ITIN*:
Street Address*:		City:	State: _____ Zip Code: _____
Individual with Significant Managerial Control (if not an Owner)		Title: <u>CEO</u>	United States Citizen? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Full Legal Name*: <u>Randal Shaffer</u>		Date of Birth*:	Social Sec.#/ITIN*:
Street Address*:		City:	State: _____ Zip Code: _____
<small>Complete this section if a Non-U.S. Person without a Social Security Number or Individual Taxpayer Identification Number (ITIN): Provide a Passport Number and Country of Issuance. In lieu of a passport, a Non-U.S. Person may also provide an Alien ID card number, or number and country of issuance of any other government-issued documents evidencing nationality or residence and bearing a photograph or similar safeguard.</small>			
Owner # _____ or <input type="checkbox"/> Control Individual	Identification Type*: <input type="checkbox"/> Non-U.S. Passport <input type="checkbox"/> Non-U.S. Other ID	Number*:	Country of Issuance*:

* Required information for all owners with at least 25% equity ownership interest and for the individual with significant managerial control. Note: For non-individual entities (i.e., trusts; holding companies) with 25% or more equity ownership interest, additional information is needed. See addendums.

SIGNATURE / ATTESTATION (Individual signing below must have authority to open an account on behalf of the Entity)	
Entity Legal Name: <u>Trinity Basin Preparatory, Inc.</u>	Date: _____
I, <u>Randal Shaffer</u> (printed name of natural person representing the above entity), <u>CEO</u> (title)	
hereby certify, to the best of my knowledge, that the information provided above is complete and correct.	
Authorized Signature: 	

HOLDING COMPANY ADDENDUM

Holding Company Legal Name : _____ ("Holding Company")						
OWNERSHIP						
Full Legal Name*	% Owned *	Title/Position	Physical Address*	Social Sec #**	Date of Birth*	Managerial Control (X)
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
						<input type="checkbox"/>
TOTAL	100%					
CONTROL - Indicate the one owner above who exercises <u>significant</u> managerial control over the holding company; if not an owner, complete the section below.						
Full Legal Name*	Title/Position*	Physical Address*	Social Sec #**	Date of Birth*		
* Required information for all owners with at least 25% equity ownership interest and for the individual with significant managerial control.						

Dated this _____ day of _____, 20_____.

_____ (Print Name)

_____ (Signature)

_____ for _____ (Title) (Holding Company Name)

CERTIFICATE OF TRUST EXISTENCE ADDENDUM

The undersigned _____ *hereby certifies:*
(Print Name)

1. *I am the* _____ *for the Trust identified below.*
(Title)

2. *The name and address of the Trust subject to this Certificate is:*

3. *The Trust named above is a:*

- Personal / Family Trust*
 Statutory Trust (created by filing with the Secretary of State of similar office)

4. *Trustee(s):*

Full Legal Name*	Physical Address*	Social Sec #*	Date of Birth*

* Required information from all Trustees.

5. *The taxpayer identification number of the Trust is:*

6. *The named beneficiaries of the Trust is/are:*

7. *The Trust contains the following additional named parties:*

8. *To the best of my knowledge, the Trust remains in full force and effect as of the date hereof.*

Dated this ___ day of _____, 20__.

(Print Name)

(Signature)

_____ *for the Trust*
(Title)



Not-for-Profit Resolution

Trinity Basin Preparatory, Inc.

(Name of the Corporation)

I, Randal Shaffer, hereby certify that I am the [Assistant] Secretary of Trinity Basin Preparatory, a not-for-profit corporation duly organized and existing under the laws of the State of Texas, and

that the following resolutions were duly adopted at a meeting of the Board of Directors of said Corporation duly held on, _____ at which meeting there were present and acting throughout a quorum authorized to adopt said resolutions, that the proceedings of said meeting were in accordance with the charter and by-laws of said Corporation, and that said resolutions are duly recorded in the minutes of the meetings of said Board of Directors and have not been amended or revoked and are in full force and effect. I hereby further certify that neither the articles or incorporation or other bylaws of said Corporation, nor any agreement or other instrument to which said Corporation is a party or by which it is bound, require the vote or consent of the members of said Corporation to authorize any act, matter or thing described in the following resolutions.

RESOLVED, that the Corporation has entered or will enter into one or more commercial, lease and/or retail installment sale finance agreements with a licensed motor vehicle dealer who, in turn, intends to assign them to Ally Financial Inc. (Ally) whereby the Corporation will receive credit and/or lease accommodations in connection with the purchase and/or lease of motor vehicles (the "Credit Documents");

RESOLVED, that, in accordance with these Credit Documents, the Corporation may grant Ally a security interest in certain now-owned or hereafter-acquired property of Corporation and any and all proceeds thereof and that the Corporation may assume certain credit and/or lease obligations to Ally in connection with the credit extensions provided by Ally and that these and other actions taken by the Corporation in connection with the Credit Documents do not violate any Corporation covenants under its organizational agreements or otherwise;

RESOLVED, that unless the name of one or more persons is indicated on the blank line at the end of this paragraph, any director, officer or manager of the Corporation is authorized and empowered to sign the Credit Documents and any and all documents necessary or required by Ally in connection with the Credit Documents, and from time to time to perform all such other acts and things deemed by him/her necessary, convenient, or proper to carry out, modify or supplement the Credit Documents or any other such agreements and arrangements made with Ally in connection with them.

Federal Tax ID: 31-1614490

Dated: _____

[CORPORATE SEAL]



Business Credit Application: Business Applicant

Trade Name of Business Trinity Basin Preparatory, Inc				Business Type Corporation		State of Incorporation	
Legal Name of Business Trinity Basin Preparatory, Inc.						Type of Business	
Business E-Mail Address						Business Phone Number (214) 946-9100	
Tax ID 31-1614490			Date of Incorporation			Years in Business 22	
Bankruptcy Indicator			Bankruptcy Date		Repossession Indicator		Repossession Date
Present Address Line 1 2730 North Highway 360				Time at Present Address 22 years 0 months		Mortgage Type	Monthly Rent / Mortgage Amount
Present Address Line 2		City Grand Prairie		County DALLAS		State TX	ZIP 75050-6409
Principal Last Name		First	Initial	Suffix	Years as Principal		Present Address Urbanization Code
Principal Employer Address Line 1			Principal's Title		Principal's Relationship		Telephone to Principal's Current Employer
Principal Employer Address Line 2		City				State	ZIP
Percent of Ownership	Principal's Yearly Income		How Long as Owner / Operator		Principal DOB		Principal Ph.#
2nd Principal Last Name		First	Initial	Suffix	2nd Principal's Title		2nd Percentage of Ownership
2nd Principal DOB				2nd Principal Ph. #			
Operator Last Name		First	Initial	Operator's Relationship			
Operator Present Address Line 1							
Operator Present Address Line 2		City				State	ZIP
Insurance Company				DUNS			
Alimony, child support, or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.							
Bank Name			Bank Telephone Number			Bank Account Type Code	
Bank Address Line 1					Account Number		Account Balance
Bank Address Line 2		City				State	ZIP
Name of Accountant				Accountant Telephone Number		Accountant Fax Number	
Accountant Address Line 1							
Accountant Address Line 2		City				State	ZIP
Current Assets		Intangible Assets		Fixed Assets		Total Assets	Current Liabilities
Long Term / Direct Liabilities		Total Liabilities		Capital		Earned Surplus	Annual Sales
Gross Profit (Monthly Income)	Net Profit		Working Capital		Total Net Worth		Debt / Total Net Worth
Current Assets / Liabilities Ratio							
Creditor #1 Name / Address					Creditor #1 Balance		Creditor #1 Payment
Creditor #2 Name / Address					Creditor #2 Balance		Creditor #2 Payment
Company Financing Auto Loan		Previous Auto Loan Acct. Number			Previous Auto Loan Balance		Previous Auto Loan Payment

Business Credit Application

Please check one of the following:

You are applying for individual credit in your own name and are relying on your own income or assets and not the income or assets of another person as the basis for repayment of the credit requested.

You are applying for credit in the name of the business and are relying on the business' income or assets and not the income or assets of another person as the basis for repayment of the credit requested.'

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT -

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

By signing this application:

I authorize dealer and any finance company, bank or other financial institution to which the dealer submits my application ("you") to investigate my credit and employment history, verify my income, obtain credit reports, and release information about your credit experience with me as the law permits.

I further authorize you to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

If an account is created, I authorize you to obtain credit reports for the purpose of reviewing or taking collection action on the account, or for other legitimate purposes associated with the account.


Monitoring, Recording, and Collection Communications

I agree that you, your affiliates, agents and service providers may monitor and record telephone calls regarding my account to assure the quality of your service or for other reasons. I also expressly consent and agree to you, your affiliates, agents and service providers using written, electronic or verbal means to contact me as the law allows. This consent includes, but is not limited to, contact by manual calling methods, prerecorded or artificial voice messages, text messages, emails and/or automatic telephone dialing systems. I agree you, your affiliates, agents and service providers may do so using any e-mail address or any telephone number I provide, now or in the future, including a number for a cellular phone or other wireless device, regardless of whether I incur charges as a result.

I certify that I have read and agree to the terms of this application and that the information in it is complete and true.

If you sign this credit application electronically, you intend that process to be your electronic signature on an electronic application, acknowledge receipt of all disclosures provided on the credit application, and give your authorization and consent to the recipient(s) of this application to take the actions identified in the credit application.

Credit Application Signature

Applicant: By  _____ Date _____

Credit Application: Ally Financial Notice

Your application will be submitted to Ally Financial and Ally Bank (Ally Capital if Hawaii, Mississippi, Montana, New Jersey, or Wisconsin), all at P.O. Box 33414, Detroit , MI 48232, so that they may decide whether or not to purchase the transaction.

I further authorize Ally Financial and Ally Bank to forward my application and all related information to other creditors for evaluation as a method of effectuating my request for credit.

ODOMETER DISCLOSURE STATEMENT

Federal and State Law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment. This form **may not be used** in conjunction with title transfer documents, which comply with federal and state odometer disclosure requirements such as Texas Certificate of Titles issued on or after April 29, 1990.

VEHICLE DESCRIPTION

Vehicle	2020 Nissan NV2500 HR
Vehicle Identification Number	1N6BF0LY2LN810176


I, D&M Leasing, _____, certify to the best of my knowledge that the odometer reading is
(Seller/Agent Name)
the actual mileage of the vehicle described above unless one of the following statements is checked:

Odometer Reading	250	(No Tenths)
------------------	-----	-------------

1. The mileage stated is in excess of its mechanical limits.
 2. The odometer reading is not the actual mileage.
WARNING – ODOMETER DISCREPANCY.

10/5/2020		
Date of Statement	Signature of Seller/Agent	Printed Name (Same as Signature)
D&M Leasing		
If titled in a firm's name, print the firm's name on the line above.		
17090 N. Dallas Parkway, Dallas, TX 75248		
Street Address	City	State Zip Code

ACKNOWLEDGMENT OF ODOMETER DISCLOSURE BY BUYER/AGENT

I am aware of the above odometer certification made by the seller/agent.		
		
Date of Statement	Signature of Buyer/Agent	Printed Name (Same as Signature)
Trinity Basin Preparatory		
If purchased by a firm, print the firm's name on the line above.		
2730 N. Highway 360	Grand Prairie TX, 75050	
Street Address	City	State Zip Code

WARNING: TRANSPORTATION CODE, §501.155, PROVIDES THAT FALSIFYING INFORMATION ON ANY REQUIRED STATEMENT OR APPLICATION IS A THIRD-DEGREE FELONY.

L.
Special
Education
Policies

TRINITY BASIN PREPARATORY

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Admission, Review, and Dismissal (ARD) Committee Meeting

Purpose: The district is required to hold an Admission, Review, and Dismissal (ARD) committee meeting for each student that qualifies for special education and related services in accordance with the Individuals with Disabilities Education Act (IDEA).

Through an ARD committee meeting Trinity Basin Preparatory will create an appropriate individual education program (IEP) in accordance with the IDEA and the IEP policy of Trinity Basin Preparatory.

Statement of Policy:

Admission, Review and Dismissal (ARD) Committee

Before a student is enrolled in a special education program of Trinity Basin Preparatory, the district shall establish a committee composed of the persons required under 20 U.S.C. §1401(11) to develop the student's IEP, including:

1. Parent or Adult Student
2. General education teacher of the student
3. Special education teacher of the student
4. A representative of Trinity Basin Preparatory that is knowledgeable about general education curriculum, knowledgeable about the availability of resources, and qualified to provide or supervise the provision of the specially designed instruction to meet the needs of the student with a disability;
5. A person who can interpret instructional implications of evaluations. This may be one of the other members.
6. At the discretion of the parent, Trinity Basin Preparatory may include other individuals who have knowledge or expertise regarding the student, including related services providers.
7. Student, when

appropriate. (19 TAC §89.1050(c))

A representative of the school's Career and Technology Education (CTE) program is a required member of the ARD committee when considering initial and continuing placement of a student in CTE. (TEC §29.005(a); 34 CFR §75.1023(d)(1); 20 USC §2301)

Alternative Participation Methods

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If neither parent can attend an ARD committee meeting, Trinity Basin Preparatory must use other methods to ensure parent participation, including individual or conference telephone calls or other virtual means of participation. 20 U.S.C. 1414(f); 34 CFR 300.322(c).

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An ARD committee meeting may be conducted without a parent in attendance if Trinity Basin

Preparatory is unable to convince the parents that they should attend. In such event, Trinity Basin Preparatory must keep a record of its attempts to arrange a mutually agreed time and place, such as:

1. Detailed records of telephone calls made or attempted and the results of those calls;
2. Copies of correspondence sent to the parents and any responses received; and
3. Detailed records of visits made to the parent's home or place of employment and the results of those visits.

34 CFR 300.322(d).

ARD Committee Member Absences and Excusal

All members of a student's ARD committee must be in attendance at a student's ARD meeting, unless the member is not required, or is excused.

Prior to an ARD meeting, a member of the committee may not be required to attend, in whole or in part, if the parent and Trinity Basin Preparatory agree in writing that the attendance of the member is not needed.

During an ARD meeting, it is the policy of the Trinity Basin Preparatory to obtain consent from the parent or adult student before excusing a member from remaining at an ARD committee meeting. If a member is excused, it may be reflected in the deliberation notes. An ARD committee member should not be excused prior to addressing the member's portion of the IEP.

ARD Committee Meeting Notification

Trinity Basin Preparatory will provide parent or adult student written notice of each scheduled ARD meeting at least 5 days prior to the meeting. The notice must designate who will be in attendance, the purpose of the meeting, location, time and what topics will be discussed. (19 TAC §89.1015; 34 CFR §300.322)

Annual ARD Committee

For each student that receives special education and related services, an ARD committee meeting will be held periodically, but no less than annually to review and update the individual education program (IEP). (34 CFR §§300.320; 300.324)

A parent or Trinity Basin Preparatory may request an ARD committee meeting be held prior to the annual ARD meeting. If parent requests a meeting in writing, Trinity Basin Preparatory will schedule a meeting at a mutually agreed upon time and place, or provide notice within 5 school days explaining the school's denial of the request. (19 TAC §89.1050(e))

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Reaching Closure and Consensus

The ARD committee shall develop the IEP by agreement of the committee members or, if those persons cannot agree, by an alternate method provided by the Texas Education Agency. Majority vote may not be used to determine the IEP. (TEC §29.005(b))

If the IEP is not developed by agreement, the ARD Committee must comply with the requirements of 19 TAC §1050(h) and ensure that the written statement of the program required under 20 U.S.C. §1401(11) includes the basis of the disagreement. (TEC §29.005(c)).

If the ARD meeting ends in disagreement, it is the policy of Trinity Basin Preparatory to provide the parent with a recess. The recess shall not exceed 10 school days. During the recess, the committee members shall and the parent may gather additional information in order to help the committee reach consensus. If after 10 schools days consensus cannot be reached, Trinity Basin Preparatory shall implement the IEP that was determined to be appropriate for the student. A written statement of the basis for the disagreement shall be included in the IEP. The ARD committee members who disagree shall be offered the opportunity to write their own statements.

A parent may waive the 10 days recess. (19 TAC §89.1050)

Through consensus of the ARD committee members, an ARD meeting may be recessed without reaching agreement or disagreement.

Parent’s Native Language and Documentation

If the student’s parent is unable to speak English, the district shall communicate with the parent in the parent’s native language or other mode of communication the parent uses in accordance with the school’s policy on use of parents’ native language.

It is the policy of Trinity Basin Preparatory to translate the IEP for a Spanish-speaking parent. A translation may include a written translation of the IEP or a recording of a reading of the IEP in Spanish. A recording of the ARD meeting is not sufficient, unless all parts of the IEP are discussed and the translation is clearly audible on the recording. (TEC §29.005)

Amendment without a Meeting

After the annual admission, review and dismissal (ARD) meeting, changes to the IEP other than eligibility determinations, changes of placement, and manifestation determination reviews may be made either:

- By the entire ARD committee; or
- By amending the IEP rather than by redrafting the entire

IEP. (34 CFR §300.324)

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ARD Committee Meeting without the Parent

It is the policy of Trinity Basin Preparatory to ensure that parents can attend the ARD meeting or have the opportunity to participate. The district will work with the parent to come to an agreeable time or provide an opportunity to participate via conference call. (34 CFR §§300.322; 300.328)

If the district is unable to convince parent to attend the ARD meeting, Trinity Basin Preparatory may proceed with an ARD meeting without parent in attendance. Trinity Basin Preparatory will document written notices sent to parent and phone calls with parent attempting to schedule a mutually agreeable time for the ARD meeting.

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
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TRINITY BASIN PREPARATORY

Autism Supplement

Purpose: To ensure that each student who qualifies for services as a student with Autism/pervasive developmental disorders, that the student's Individualized Education Program (IEP) includes an appropriate Autism Supplement, pursuant to (19 TAC §89.1055(e)).

Statement of Policy:

Autism Supplement Contents

Each ARD committee will consider each of the following strategies, and when needed, the strategies will be addressed in the student's IEP. The strategies will be peer-reviewed or researched-based practices to the extent practicable.

1. Extended educational programming, such as extended day or ESY that consider the duration of programming based on assessment of behavior, social skills, communication, academics and self-help skills;
2. daily schedules reflecting minimal unstructured time and facilitate active engagement in learning activities, for example: lunch, snack, and recess periods that provide flexibility within routines, adapt to individual skill levels, and assist with schedule changes, such as changes involving substitute teachers, pep rallies, etc.;
3. In-home and community-based services or other alternatives to help the student with acquisition of social or behavioral skills;
4. Positive behavior support strategies based on student needs;
5. Future planning, beginning at any age, for integrated living, work, community and educational environments that consider skills necessary to function in current and post-secondary environments;
6. Parent or family training and support, provided by personnel familiar with Autism Spectrum disorders;
7. Suitable staff-to-student ratio for identified activities and as needed to achieve social and behavioral progress based on the students developmental and learning level that encourages progress towards independence;
8. Communication interventions, including language forms and functions, that enhance effective communication across all settings;
9. Social skills supports and strategies based on social skill assessment and provided across all settings;
10. Professional Support, such as training to staff, to ensure correct implementation of techniques; and
11. Teaching strategies based on peer reviewed, research-based practices for students with Autism Spectrum Disorders.

If the ARD committee determines that services are not needed in one or more of the areas in 1–11 above, the IEP shall include a statement reflecting that decision and the basis upon which the determination was made. (19 TAC 89.1055(e)–(f))

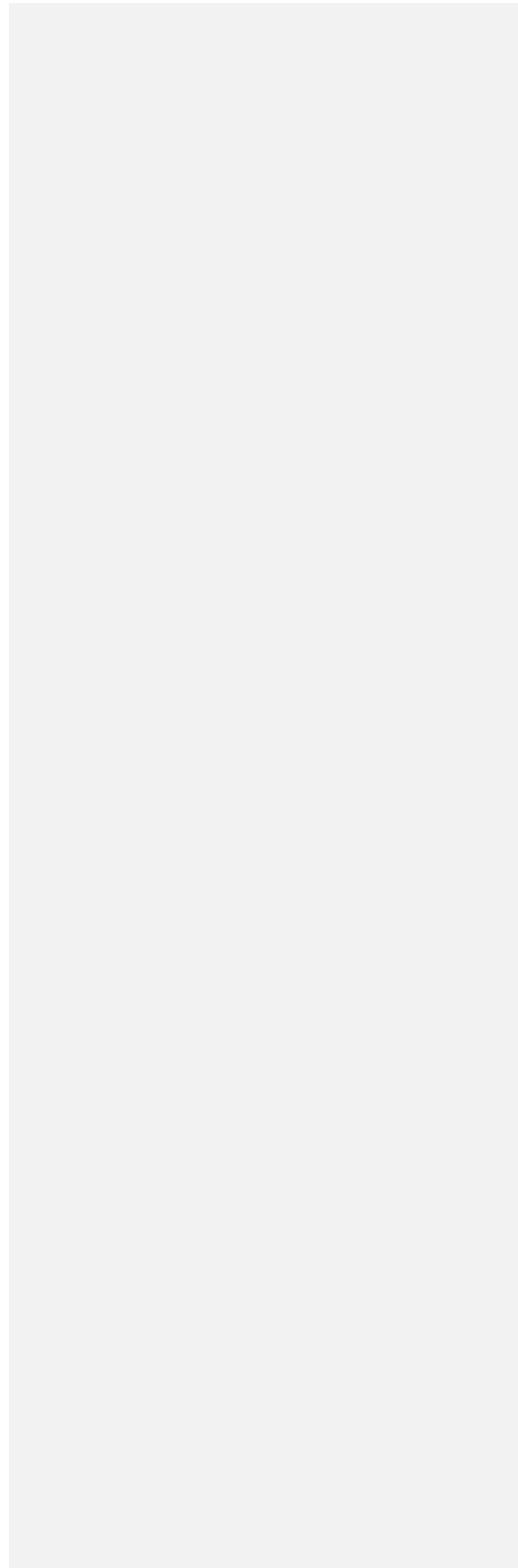
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TRINITY BASIN PREPARATORY

Closing the Gap

Purpose: The [Elementary and Secondary Education Act \(ESEA\)](#) was first passed by Congress in 1965 as part of President Lyndon B. Johnson's War on Poverty. In 2001, the ESEA was reauthorized as the No Child Left Behind Act of 2001 (NCLB). The primary function of NCLB is to close the achievement gap between groups of students by requiring greater accountability and offering increased flexibility and choice. NCLB affects almost every charter school in the state.

Congress reauthorized the ESEA in December of 2015 as the Every Student Succeeds Act (ESSA), which took effect beginning July 2016. ESSA will replace NCLB and impacts all charter schools in the state. The ESSA provides more state control and input at the local level.

(20 USC §6301 *et seq.*)

Statement of Policy:

Early Intervening Service

The education of students with disabilities can be made more effective by providing incentives for whole-school approaches, scientifically-based early reading programs, positive behavioral interventions and supports, and early intervening services to reduce the need to label students as disabled in order to address the learning and behavioral needs of such students. (20 USC §[1400\(c\)\(5\)\(F\)](#))

In implementing coordinated, early intervening services, Trinity Basin Preparatory may carry out activities that include:

1. professional development (which may be provided by entities other than local educational agencies) for teachers and other school staff to enable such personnel to deliver scientifically based academic instruction and behavioral interventions, including scientifically based literacy instruction, and, where appropriate, instruction on the use of adaptive and instructional software; and
2. providing educational and behavioral evaluations, services, and supports, including scientifically based literacy instruction.

(20 USC §1413(f)(2); 34 CFR §300.226(b))

An early intervening service (including a response-to-intervention or (RTI)) process cannot delay the initial evaluation for special education services of a student suspected of having a disability. A parent may request an evaluation at any time to determine whether the student is a student with a disability. If a parent requests an evaluation and the school agrees that the student may be eligible for special education, the school must evaluate the student. If the school denies the parent's request for evaluation, Trinity Basin Preparatory must provide notice to the parent explaining the basis for the refusal. The parent may challenge the refusal to evaluate through the impartial hearing process. (20 USC §1413(f)(3); 34 CFR §300.226(c))

Bilingual Education Program

Under Texas Education Code (TEC) Chapter 29, Subchapter B and 19 TAC §§89.1201-1265, schools and charter schools must identify Limited English Proficient (LEP) students based on state criteria. Charter schools must provide an appropriate Bilingual Education (BE) or English as a Second Language (ESL) program conducted by teachers certified for such courses. Charter schools receive a bilingual allocation for providing such instruction to be used for program and student evaluation, materials, salary supplements, etc. See TEC §42.153. Up to 15 percent of the allotment may be used for indirect costs (transportation, administration, etc.). See *Texas Open- Enrollment Charter School Handbook* (TEA, Division of Charter School Administration, September 2011), available at:

<http://www.esc11.net/cms/lib3/TX21000259/Centricity/Domain/67/CharterSchoolHandbook.pdf>.

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Student with Disabilities and Limited English Proficiency

It is the policy of Trinity Basin Preparatory to ensure that a student with limited English proficiency who also qualifies for special education services as a student with a disability under the Individuals with Disabilities Education Act (IDEA) is not refused services in a bilingual education or English as a second language program solely because the student has a disability. (19 TAC §89.1230)

Applicability of Title Relating to Bilingual Education

An open-enrollment charter school is subject to a prohibition, restriction, or requirement, as applicable, imposed by Title 2 (Public Education) of the Texas Education Code, or a rule adopted under Title 2 (Public Education) of the Texas Education Code, relating to bilingual education under Subchapter B (Bilingual Education and Special Language Programs), Chapter 29, Texas Education Code. (TEC §12.104(b)(2)(G))

Trinity Basin Preparatory adopts the requirements of Subchapter B (Bilingual Education and Special Language Programs), Chapter 29, Texas Education Code pursuant to TEC §12.104(b)(2)(G). Where “school or school district” is used in Subchapter B (Bilingual Education and Special Language Programs), Trinity Basin Preparatory school hereby substitutes “open-enrollment charter school” to conform to these requirements.

Establishment of Bilingual Education and Special Language Program

The open-enrollment charter school shall establish a Bilingual Education (BE) or English as a Second Language (ESL) program as required by TEC §29.053 (Establishment of Bilingual Education and Special Language Programs) and in accordance with the procedures established by the Texas Education Agency, unless otherwise excepted under TEC §29.054 (Exception). (TEC §29.053)

Language Proficiency Assessment Committees

Trinity Basin Preparatory shall further establish a Language Proficiency Assessment Committee (LPAC) that complies with TEC §29.063. (TEC §29.063) The LPAC shall select the appropriate

assessment option for each English language learner (ELL) in accordance with this subchapter. For each ELL who receives special education services, the student’s admission, review, and dismissal (“ARD”) committee in conjunction with the student’s LPAC shall select the appropriate assessments. The LPAC shall document the decisions and justifications in the student’s permanent record file, and the ARD committee shall document the decisions and justifications in the student’s individualized education program. Assessment decisions shall be made on an individual student basis and in accordance with administrative procedures established by the TEA. 19 TAC §101.1005(a).

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Program Content; Method of Instruction

The open-enrollment charter school’s program content and method of instruction shall comply with TEC §29.055. (TEC §29.055)

Enrollment of Students in Program

The open-enrollment charter school shall comply with the Texas Education Agency criteria for identification, assessment, and classification of students of limited English proficiency eligible for entry into the program or exit from the program. (TEC §29.056(a))

The student’s parent must approve a student’s entry into the program, exit from the program, or placement in the program. The open-enrollment charter school or parent may appeal the decision under TEC §29.064. (TEC §29.056(a))

Trinity Basin Preparatory through its language proficiency assessment committee (LPAC) shall evaluate and consider reenrollment of students who have transferred out of a bilingual education or special language program under TEC §29.056(g) as required by TEC §29.0561.

Facilities; Classes

Trinity Basin Preparatory ensures that bilingual education and special language programs are located in the regular public charter school rather than in separate facilities. (TEC §29.057)

Enrollment of Students Who Do Not Have Limited English Proficiency

Trinity Basin Preparatory ensures that enrollment of students who do not have limited English proficiency may occur only if the requirements of TEC §29.058 are met. (TEC §29.058)

Cooperation among Schools

Trinity Basin Preparatory may cooperate with other schools to provide a bilingual education or special language program. (TEC §29.059)

Preschool, Summer School, and Extended Time Programs

Each open-enrollment charter school that is required to offer a bilingual education or special

language program shall offer a voluntary program for students of limited English proficiency who will be eligible for admission to kindergarten or the first grade at the beginning of the school year. A school that operates on a system permitted by the Texas Education Code other than a semester system shall offer 120 hours of instruction on a schedule the governing board establishes. The program shall meet the requirements of TEC §29.060. (TEC §29.060(a))

Enrollment of a student in the program is optional with the parent of the child. (TEC §29.060(b))
The program must be an intensive bilingual education or special language program that meets standards established by the Texas Education Agency. The student/teacher ratio for the program may not exceed 18/1. (TEC §29.060(c))

Trinity Basin Preparatory may establish on a full- or part-time basis summer school, extended day, or extended week bilingual education or special language programs for students of limited English proficiency and may join with other schools or schools in establishing the programs. (TEC §29.060(d))

The programs required or authorized by TEC §29.060 may not be a substitute for programs required to be provided during the regular school year. (TEC §29.060(e))

The legislature may appropriate money from the foundation school fund for support of a program under TEC §29.060(a). (TEC §29.060(f))

Bilingual Education and Special Language Program Teachers

Trinity Basin Preparatory shall ensure that bilingual education and special language program teachers are properly certified. (TEC §29.061)

Appeals

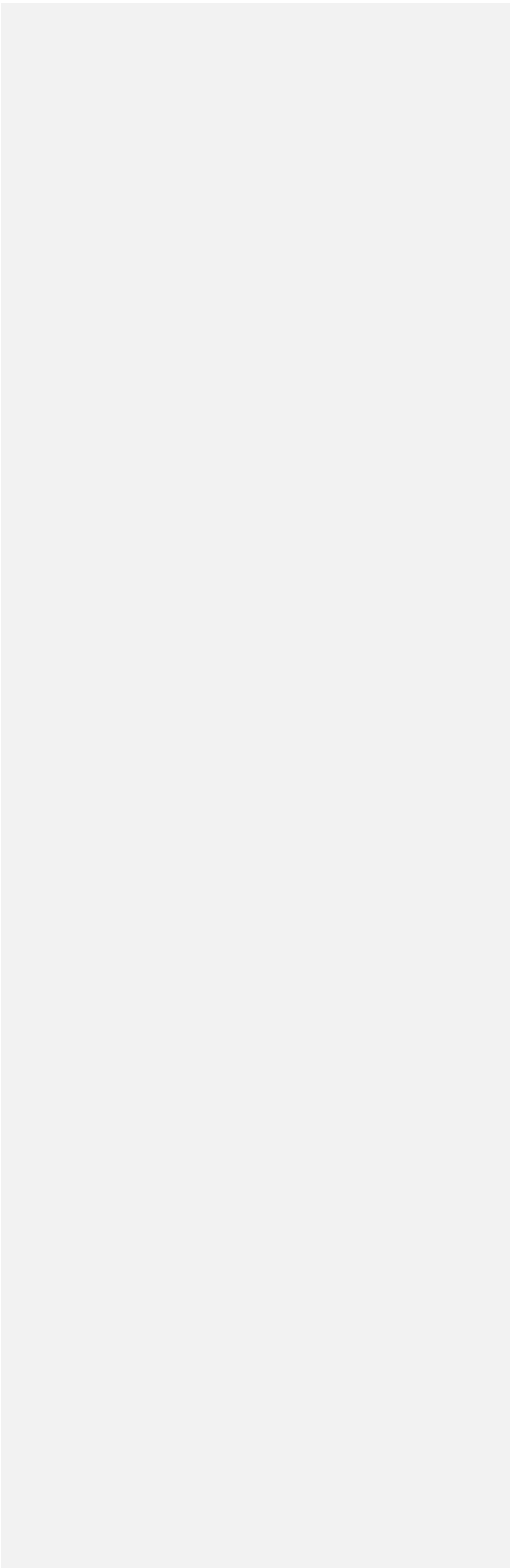
A parent of a student enrolled in a bilingual education or special language program may appeal to the Commissioner if the open-enrollment charter school fails to comply with the requirements established by law or by the Texas Education Agency. If the parent disagrees with the placement of the student in the program, the parent may appeal that decision to the open-enrollment charter school governing body. Appeals shall be conducted in accordance with procedures adopted by the Commissioner under Chapter 157 of the Texas Administrative Code. (TEC §29.064; 19 TAC §89.1240)

PEIMS Reporting Requirements

The open-enrollment charter school shall meet Public Education Information Management System (PEIMS) Reporting Requirements with respect to its bilingual education or special language programs. See *PEIMS* policy. (TEC §29.066)

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
	1	New document



TRINITY BASIN PREPARATORY

Coordination of Funds for Purchases of Instructional Materials

Purpose: Instructional materials adopted by Trinity Basin Preparatory must be provided to students at no cost.

Statement of Policy:

Trinity Basin Preparatory is entitled to the instructional materials allotment under Chapter 31 and subject to Chapter 31 as if the school were a school district. (TEC §31.005).

Trinity Basin Preparatory is entitled to an allotment each biennium from the state instructional materials fund for each student enrolled in the school on a date during the last year of the preceding biennium specified by the Commissioner. An allotment shall be transferred from the state instructional materials fund to the credit of the school's instructional materials account as provided by TEC §31.0212.

If Trinity Basin Preparatory chooses to coordinate with the National Instructional Materials Access Center (NIMAC) when purchasing print instructional materials, it must acquire the print instructional materials in the same manner and subject to the same conditions as the Texas Education Agency acquires print instructional materials.

If Trinity Basin Preparatory chooses not to coordinate with the National Instructional Materials Access Center (NIMAC) when purchasing print instructional materials, it will provide instructional materials to blind persons or other persons with print disabilities in a timely manner and shall provide assurance of compliance with this policy to the Texas Education Agency.

(34 CFR §300.210(a))

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
	1	New document

Coordination of Funds for Purchases of Instructional Materials – Solo Page Adopted by Board of Directors [date]

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TRINITY BASIN PREPARATORY

Dyslexia Services

Purpose: An open-enrollment charter school is subject to a prohibition, restriction, or requirement, as applicable, imposed by Title 2 (Public Education) of the Texas Education Code, or a rule adopted under Title 2 (Public Education) of the Texas Education Code, relating to health and safety under Chapter 38 (Health and Safety), Texas Education Code. (TEC §12.104(b)(2)(K))

Statement of Policy:

Trinity Basin Preparatory adopts the requirements of Chapter 38 (Health and Safety), Texas Education Code pursuant to TEC §12.104(b)(2)(K). Where “school or school district” is used in Chapter 38 (Health and Safety), Trinity Basin Preparatory school hereby substitutes “open-enrollment charter school” to conform to these requirements.

These procedures shall be implemented in accordance with the State Board of Education’s Dyslexia Handbook: Procedures Concerning Dyslexia and Related Disorders (Dyslexia Handbook).

In TEC §38.003:

1. “Dyslexia” means a disorder of constitutional origin manifested by a difficulty in learning to read, write, or spell, despite conventional instruction, adequate intelligence, and sociocultural opportunity.
2. “Related disorders” includes disorders similar to or related to dyslexia, such as developmental auditory imperceptions, dysphasia, specific developmental dyslexia, developmental dysgraphia, and developmental spelling disability.

(TEC §38.003(d))

Screening and Treatment for Dyslexia and Related Disorders

Students enrolling in Trinity Basin Preparatory shall be tested for dyslexia and related disorders at appropriate times in accordance with a program approved by the State Board of Education. (TEC §38.003(a)) Screening and further evaluation should be done only by individuals or professionals who are trained in valid, evidence-based assessments and who are trained to appropriately evaluate students for dyslexia and related disorders.

Before an identification or assessment procedure is used selectively with an individual student, Trinity Basin Preparatory must notify the student’s parent or guardian or another person standing in parental relation to the student.

A process for early identification, intervention, and support for students at risk for dyslexia and related disorders must be available, as outlined in the Dyslexia Handbook. The program must include a screening at the end of each school year for all kindergarten and first grade students.

Trinity Basin Preparatory may not use early intervention strategies, including multi-tiered systems of support, to delay or deny the provision of a full and individual evaluation to a child suspected of

TRINITY BASIN PREPARATORY

having a specific learning disability, including dyslexia or a related disorder.

Treatment

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Trinity Basin Preparatory shall provide each identified student access at his or her campus to instructional programs and to the services of a teacher trained in dyslexia and related services. Trinity Basin Preparatory may, with the approval of each student’s parents or guardians, offer additional services at a centralized location, so long as such centralized services do not preclude each student from receiving services at his or her campus.

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a) Reading Program

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Trinity Basin Preparatory shall purchase a reading program or develop its own reading program for students with dyslexia and related disorders that is aligned with the descriptors found in the *Dyslexia Handbook*.

Teachers who screen and treat these students must be trained in instructional strategies that utilize individualized, intensive, multi-sensory, phonetic methods and a variety of writing and spelling components described in the *Dyslexia Handbook*. The professional development activities specified by each school and/or campus planning committee shall include these instructional strategies.

b) Reassessment

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It is the policy of Trinity Basin Preparatory to refrain from retesting a dyslexic student for the purposes of reassessing the need for accommodations until the school has reevaluated the information from previous testing. (TEC §38.003(b-1))

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Parental Notifications

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Trinity Basin Preparatory shall inform parents and guardians of students eligible under Section 504 of all services and options available to the student under that law. The notice must be in English, or to the extent practicable, the individual’s native language and must include the following:

1. A reasonable description of the evaluation procedure to be used with the individual student;
2. Information related to any instructional intervention or strategy used to assist the student prior to evaluation;
3. An estimated time frame within which the evaluation will be completed; and
4. Specific contact information for the campus point of contact, relevant parent training and information projects, and other appropriate parent resources.

Parents and guardians of students with dyslexia or a related disorder must be informed of all services and options available to the student, including general education interventions under response to intervention and multi-tiered systems of support modules as required by Education Code §26.0081.

Parent Education Program

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Trinity Basin Preparatory shall develop and provide a parent education program for parents and guardians of students with dyslexia and related disorders. This program should include:

TRINITY BASIN PREPARATORY

- Awareness of characteristics of dyslexia and related disorders;
- Information on testing and diagnosis of dyslexia;
- Information on effective strategies for teaching dyslexic students; and
- Awareness of information on modification, especially modifications allowed on standardized testing.

Education Code 38.003; 19 TAC 74.28.

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▲ In accordance with the program approved by the State Board of Education, the board of trustees of each school open-enrollment charter schools shall provide for the treatment of any student determined to have dyslexia or a related disorder. (TEC §38.003(b))

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▲ Trinity Basin Preparatory will report the number of students enrolled in the school who are identified as having dyslexia through the Public Education Information Management System (PEIMS). (TEC §42.006)

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“Dyslexia” means a disorder of constitutional origin manifested by a difficulty in learning to read, write, or spell, despite conventional instruction, adequate intelligence, and sociocultural opportunity.¶
“Related disorders” includes disorders similar to or related to dyslexia, such as developmental auditory imperceptions, dysphasia, specific developmental dyslexia, developmental dysgraphia, and developmental spelling disability.¶
¶ (TEC §38.003(d))¶

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
	<u>1</u>	<u>New document</u>

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TRINITY BASIN PREPARATORY

Eligibility

Purpose:

Trinity Basin Preparatory ensures that evaluation procedures used to determine eligibility for special education services address all areas of potential eligibility and are performed by appropriately licensed, certified, and credentialed evaluators.

Definitions:

Intellectual Disability - A student qualifies as a student with an intellectual disability if the student has significantly sub-average general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period, that adversely affects a student's educational performance. (34 CFR §300.8(c)(6); 19 TAC §89.1040(c)(5))

Speech or Language Impairment - A communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance. The evaluation team at Trinity Basin Preparatory must include a certified speech and hearing therapist, a certified speech and language therapist, or a licensed speech/language pathologist. (34 CFR §300.8(c)(11); 19 TAC 89.1040(c)(10))

Emotional Disturbance - A student may be eligible for services as a student with an emotional disturbance if they exhibit one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:

1. An inability to learn that cannot be explained by intellectual, sensory, or health factors;
2. An inability to build or maintain satisfactory interpersonal relationships with peers and teachers;
3. Inappropriate types of behavior or feelings under normal circumstances;
4. A general pervasive mood of unhappiness or depression; or
5. A tendency to develop physical symptoms or fears associated with personal or school problems.

Emotional disturbance includes schizophrenia, but does not include children who are socially maladjusted, unless it is determined that they have an emotional disturbance. A written evaluation must include recommendations for behavior intervention strategies. (34 CFR §300.8(c)(4); 19 TAC §89.1040(c)(4))

Orthopedic Impairment - A severe orthopedic impairment, including impairments caused by congenital anomaly, impairments caused by disease (e.g., poliomyelitis, bone tuberculosis), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures). If the impairment adversely impacts a student's educational performance, the student is eligible under this category. (34 CFR §300.8(c)(8); 19 TAC §89.1040(10))

The multidisciplinary team determining eligibility must include a licensed physician. (19 TAC §89.1040(10))

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Other Health Impairment (OHI) - A student with limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli caused by chronic or acute health problems such as:

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1. Asthma
2. Attention Deficit Disorder or Attention Deficit Hyperactivity Disorder
3. Diabetes
4. Epilepsy
5. Heart Condition
6. Hemophilia
7. Lead poisoning
8. Leukemia
9. Nephritis
10. Rheumatic Fever
11. Sickle Cell Anemia
12. Tourette Syndrome

If the health condition limits alertness in the educational environment and adversely impacts a student's learning, they are eligible for OHI. In determining eligibility, Trinity Basin Preparatory must include a licensed physician on the multidisciplinary team.

Traumatic Brain Injury – An acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a student's educational performance. Traumatic brain injury applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech. Traumatic brain injury does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.

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Trinity Basin Preparatory shall include a licensed physician, and a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience and training in this area to review the data and determine eligibility. (19 TAC §89.1040(11))

Hearing or Auditory Impairment and Deafness – A student with an impairment in hearing, whether permanent or fluctuating, that adversely affects a student's educational performance but is not included under the definition of deafness.

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The student's evaluation must include an otological examination performed by an otologist or by a licensed medical doctor, with documentation that an otologist is not reasonably available. Trinity Basin Preparatory shall also conduct an audiological evaluation by a licensed audiologist. The evaluation must include a description of the implications of the hearing loss for the student's hearing in a variety of circumstances with or without recommended amplification. (34 CFR §300.8(c)(5); 19 TAC 89.1040(c)(3))

Deafness – Deafness is a hearing impairment that is so severe that the student is impaired in

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processing linguistic information through hearing, with or without amplification that adversely affects a student's educational performance. (34 CFR §300.8(c)(3))

Visual Impairment Including Blindness – An impairment in vision that, even with correction, adversely affects a student's educational performance. The term includes both partial sight and blindness. (34 CFR 300.8(c)(13).

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A student with a visual impairment is one who:

1. has been determined by a licensed ophthalmologist or optometrist to have no vision or to have a serious visual loss after correction; or to have a progressive medical condition that results in no vision or a serious visual loss after correction.
2. has been determined by the following evaluations to have a need for special services, including:
 - a. a functional vision evaluation by a professional certified in the education of students with visual impairments or a certified orientation and mobility instructor. The evaluation must include the performance of tasks in a variety of environments requiring the use of both near and distance vision and recommendations concerning the need for a clinical low vision evaluation and an orientation and mobility evaluation; or
 - b. a learning media assessment by a professional certified in the education of students with visual impairments. The learning media assessment must include recommendations concerning which specific visual, tactual, and/or auditory learning media are appropriate for the student and whether or not there is a need for ongoing evaluation in this area.

(19 TAC 89.1040(12)(A))

Through evaluation, Trinity Basin Preparatory should state the student's visual loss in exact measures of visual field and corrected visual acuity at a distance and at close range in each eye by a licensed ophthalmologist or optometrist. The report should also include prognosis whenever possible. If exact measures cannot be obtained, the eye specialist must so state and provide best estimates.

A student that qualifies as a student with a visual impairment is considered functionally blind if, based on the preceding evaluations, the student will use tactual media (which includes Braille) as a primary tool for learning to be able to communicate in both reading and writing at the same level of proficiency as other students of comparable ability. (19 TAC §89.1040(12)(B))

Deaf-Blindness – A student is eligible under deaf-blindness if identified with hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for students with deafness or students with blindness. (34 CFR §300.8(c)(2))

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In addition to the Individuals with Disabilities Education Act ("IDEA") requirements, a student may be eligible if a student is found to:

1. meet the eligibility criteria for auditory impairment specified in subsection 19 TAC §89.1040(c)(3) and visual impairment specified in subsection 19 TAC §89.1040 (c)(12);
2. meet the eligibility criteria for a student with a visual impairment and has a suspected hearing loss that cannot be demonstrated conclusively, but a speech/language therapist, a certified speech and language therapist, or a licensed speech language pathologist indicates there is no speech at an age when speech would normally be expected;
3. have documented hearing and visual losses that, if considered individually, may not meet the requirements for auditory impairment or visual impairment, but the combination of such losses adversely affects the student's educational performance; or
4. have a documented medical diagnosis of a progressive medical condition that will result in concomitant hearing and visual losses that, without special education intervention, will adversely affect the student's educational performance.

(19 TAC §89.1040(c))

Specific Learning Disability – Specific learning disability includes a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. (34 CFR §300.8(c)(10))

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In addition to being identified as having a disorder that impacts a basic psychological process, Trinity Basin Preparatory shall also show that the student does not achieve adequately for the student's age or meet state-approved grade-level standards in oral expression, listening comprehension, written expression, basic reading skill, reading fluency skills, reading comprehension, mathematics calculation, or mathematics problem solving when provided appropriate instruction, as indicated by performance on multiple measures such as in-class tests; grade average over time (e.g. six weeks, semester); norm- or criterion- referenced tests; statewide assessments; or a process based on the child's response to scientific, research-based intervention.

Trinity Basin Preparatory's evaluation must also show that the student:

1. does not make sufficient progress when provided a process based on the student's response to scientific, research-based intervention (as defined in 20 USC, §7801(37)), as indicated by the student's performance relative to the performance of the student's peers on repeated, curriculum-based assessments of achievement at reasonable intervals, reflecting student progress during classroom instruction; or
2. the student exhibits a pattern of strengths and weaknesses in performance, achievement, or both relative to age, grade-level standards, or intellectual ability, as indicated by significant variance among specific areas of cognitive function, such as working memory and verbal comprehension, or between specific areas of cognitive function and academic achievement.

(19 TAC §89.1040(c)(9))

A specific learning disability does not include learning problems that are primarily the result of

visual, hearing, or motor disabilities, of mental retardation, of emotional disturbance, or of environmental, cultural, or economic disadvantage. (34 CFR §300.8(c)(10))

Prior to identifying a student as one with a learning disability, Trinity Basin Preparatory shall ensure that the suspected disability is not due to lack of educational opportunity or lack of appropriate instruction. Trinity Basin Preparatory shall consider data that shows the student has received appropriate instruction in math and reading in the general education setting. Trinity Basin Preparatory shall also consider documentation of repeated assessments of achievement at reasonable intervals, reflecting formal evaluation of student progress during instruction. This may include, but is not limited to, RTI progress results, in-class tests on grade-level curriculum, or other regularly administered assessments. Intervals are considered reasonable if consistent with the assessment requirements of a student's specific instructional program. (19 TAC §89.1040(c)(9))

Autism – A student with autism is one that meets the criteria outlined in 34 CFR §300.8(c)(1) of the IDEA. It also includes students with pervasive developmental disorders. (19 TAC 89.1040(c)(1))

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Under IDEA, autism is a developmental disability significantly affecting a student's verbal and nonverbal communication and social interactions that adversely affects a student's educational performance. Engagement in repetitive activities and stereotyped movements, resistance to environmental change or change in daily routines, and unusual responses to sensory experiences are often associated with autism. Characteristics of autism are generally evident before age three. A child who manifests the characteristics of autism after age three could be identified as having autism if the student meets the above criteria also defined in 34 CFR §300.8(c)(1)(i).

A student does not meet the eligibility category for autism if a student's educational performance is adversely affected primarily because the student has an emotional disturbance, as defined above and in 34 CFR §300.8(c)(4). (34 CFR §300.8(c)(1)).

The written evaluation determining eligibility under autism must include recommendations for behavior interventions. (19 TAC 89.1040(c)(1))

Multiple Disabilities – A student may qualify as a student with multiple disabilities if they are identified to have a combination of impairments (such as mental retardation-blindness or mental retardation-orthopedic impairment) and the combination causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. Multiple disabilities does not include deaf-blindness. (34 CFR §300.8(c)(7))

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The impairments must be expected to continue indefinitely and the impairments must severely limit performance in two or more of the following:

1. psychomotor skills;
2. self-care skills;
3. communication;
4. social and emotional development, or
5. cognition.

A student that qualifies for more than one impairment, but does not severely impair performance in

one of the above categories, or is not expected to continue indefinitely, does not qualify as a student with multiple disabilities. (19 TAC §89.1040(c)(6))

Statement of Policy:

Eligibility Criteria

A student that is at least 3 years old but not more than 21 years of age may be eligible for special education services. Through an evaluation, if a student is found to have a disability in one of the following categories, and has an educational need, they may be found eligible for special education:

1. Intellectual Disability
2. Hearing impairment
3. Visual Impairment
4. Speech or Language impairment
5. Emotional disturbance
6. Orthopedic impairment
7. Other health impairment
8. Traumatic brain injury
9. Deaf-blindness
10. Specific Learning Disability
11. Autism
12. Developmental delay
13. Multiple Disabilities

(34 CFR § 300.8)

Additionally, a student is eligible to participate in Trinity Basin Preparatory’s special education program if the student is not more than 21 years of age and has a visual or auditory impairment that prevents the student from being adequately or safely educated in public school without the provision of special services. (TEC §29.003)

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Determining Eligibility

Following the completion of the full and individual initial evaluation, the student’s admission, review, and dismissal (ARD) committee must make an eligibility determination. The ARD committee members reviewing evaluations to determine eligibility must include a licensed specialist in school psychology (LSSP), an educational diagnostician, or other appropriately certified or licensed practitioner with experience, and a licensed or certified professional for a specific eligibility category defined under Definitions. (19 TAC §89.1040)

When interpreting evaluation data for the purpose of determining if a student is a student with a disability under 34 CFR § 300.8, and the educational needs of the student, the district must—

1. Draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations, as well as information about the child’s physical condition, social or cultural background, and adaptive behavior; and

2. Ensure that information obtained from all of these sources is documented and carefully considered.

If a student is determined to be a student with a disability and needs special education and related services, an IEP must be developed for the student in accordance with §§ 300.320 through 300.324. (34 CFR §300.306)

A student is not eligible for special education services through the evaluation, if a student is found to only need related services. A student cannot be found eligible for services if the determinant factor for that determination is lack of appropriate instruction in reading, including in the essential components of reading instruction, lack of appropriate instruction in math, or limited English proficiency. (34 CFR §300.306(b))

Children aged three through nine, or any subset of that age range, may be a child with a disability if the student is:

1. experiencing developmental delays, as defined by the State and as measured by appropriate diagnostic instruments and procedures, in one or more of the following areas: Physical development, cognitive development, communication development, social or emotional development, or adaptive development; and
2. needs special education and related services.

(34 CFR §300.8(b))

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
	1	New document

TRINITY BASIN PREPARATORY

Evaluation Procedures

Purpose: It is the policy of Trinity Basin Preparatory to ensure that upon completion of the administration of such tests and other evaluation materials administered according to the evaluation procedures of the IDEA, and preparation of the written report, the ARD committee determines if the student is a student with a disability under state and federal standards.

Statement of Policy:

Full and Individual Evaluation (FIE)

Trinity Basin Preparatory shall ensure that upon completion of the administration of such tests and other evaluation materials administered according to the evaluation procedures of the Individuals with Disabilities Education Act (“IDEA”), and preparation of the written report, the admission, review and dismissal (“ARD”) committee determines if the student is a student with a disability under state and federal standards.

Trinity Basin Preparatory must conduct a full and individual initial evaluation (FIE) prior to providing special education and related services to any student. All students must be evaluated in accordance with the IDEA and Texas Education Code.

Trinity Basin Preparatory must have in place procedures to ensure that testing and evaluation materials and procedures utilized for the purposes of evaluation and placement of students with disabilities are selected and administered so as to not be racially, culturally, or gender discriminatory. Assessment and procedures shall be provided and administered in the student’s native language or most proficient mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so. (34 CFR §300.301; TEC §29.310)

All implementing assessment procedures must differentiate between language proficiency and handicapping condition. Additionally, placement procedures must ensure that placement in a bilingual education or English as a second language program is not refused solely because the student has a disability. (19 TAC §89.1230)

No single procedure shall be the sole criterion for determining whether a student is a student with a disability or for determining an appropriate education program for a student with a disability. The evaluation must be sufficiently comprehensive to identify all of the student’s special education and related services’ needs. Each student must be evaluated in all suspected areas of disability. (34 CFR §§300.301 and 300.304; TEC §29.310)

All assessments must be administered in accordance with the instructions provided and by a trained and knowledgeable person. (34 CFR §§300.301 and 300.304)

Timeline

If parent provides a written request for an evaluation, Trinity Basin Preparatory will provide the parent with consent for evaluation or prior written notice and procedural safeguards if the school is denying the request for evaluation, within 15 school days. (TEC §29.004(c))

A written FIE report must be completed not later than the 45th school day following the date on which Trinity Basin Preparatory receives written consent for the evaluation, signed by the student's parent or legal guardian. If the student is absent for more than 3 days in that time period, the timeline must be extended by the number of days the student was absent. (TEC §29.004(a))

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This time frame shall not apply if:

1. A student enrolls in the current school after the relevant time frame has begun and before the previous school made a determination as to whether the student has a disability, but only if the current school is making sufficient progress to ensure a prompt completion of the evaluation and the parent and current school agree to a specific time for completion of the evaluation; or
2. The parent repeatedly fails or refuses to produce the student for the evaluation.

(34 CFR §300.301(d))

Following the completion of the FIE, the ARD committee must meet within 30 calendar days from the date of completion to review and determine eligibility. (TEC §29.004) If the 30th day falls during the summer and school is not in session, the student's ARD committee has until the first day of classes in the fall to finalize decisions concerning the student's initial eligibility determination, individualized education program ("IEP"), and placement, unless the full individual and initial evaluation indicates that the student will need extended school year services during that summer.

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If the student is an English language learner, the language proficiency assessment committee (LPAC) must also attend the meeting to determine services. (19 TAC §89.1230)

If Trinity Basin Preparatory receives written consent for an FIE from a student's parent or guardian at least 35 but less than 45 school days before the last instructional day of the school year, the evaluation must be completed and the written report of the evaluation must be provided to the parent or legal guardian not later than June 30 of that year. The ARD committee must meet by the 15th school day of the following school year to consider the evaluation.

If Trinity Basin Preparatory receives written consent signed by a student's parent or legal guardian less than 35 school days before the last instructional day of the school year or if the school receives the written consent at least 35 but less than 45 school days before the last instructional day of the school year but the student is absent from school during that period on three or more days, the FIE must be completed not later than the 45th school day after receiving consent.

School days do not include days following the last instructional day of the spring term and before the first day of the fall term. (TEC §29.004)

Specific Learning Disability Evaluation

The Texas Education Agency (TEA) cannot require Trinity Basin Preparatory to use the severe discrepancy between intellectual ability and achievement for determining whether a student has a

specific learning disability. TEA must permit the use of a process based on the child's response to scientific, research-based intervention; and may permit the use of other alternative research-based procedures for determining whether a student has a specific learning disability. (34 CFR §300.307)

The evaluation process for specific learning disability includes an observation of the child in the learning environment, including the regular classroom setting, to document academic performance and behavior in the areas of difficulty. 34 CFR § 300.310 (a).

Functional Behavior Assessment (FBA)

A functional behavior assessment (FBA) may be necessary for a student whose behavior impedes their education. Prior to completing an FBA, Trinity Basin Preparatory, Inc. must get consent from the parent. (34 CFR §300.9)

If an ARD committee determines a change of placement is necessary due to the student's behavior, it must conduct an FBA and implement a BIP. If an FBA was already completed, the ARD committee must review and update the BIP. (34 CFR §300.350(f))

Review of Existing Evaluation Data (REED)

A Review of Existing Evaluation Data (REED) is required as part of an initial evaluation, if appropriate, and as part of any reevaluation. The REED must be conducted by the admission, review, and dismissal (ARD) committee members and other qualified professionals, as appropriate. The ARD committee members may conduct the review without a meeting.

The REED must include a review of the following:

- Evaluations and information provided by the parents of the student;
- Current classroom-based, local, or State assessments, and classroom-based observations; and
- Observations by teachers and related services providers.

On the basis of that review, and input from the student's parents, the ARD committee members must identify what additional data, if any, are needed to determine:

- Whether the student is a student with a disability, and the educational needs of the student, or, in case of a reevaluation of a student, whether the student continues to have such a disability and the educational needs of the student;
- Whether the student needs special education and related services, or in the case of a reevaluation of a student, whether the student continues to need special education and related services;
- The present levels of academic achievement and related developmental needs of the student; and
- Whether any additions or modifications to the special education and related services are needed to enable the student to meet the measurable annual goals set out in the individualized education program (IEP) of the student and to participate, as appropriate, in the general education curriculum.

Trinity Basin Preparatory must administer any assessments or other evaluation measures needed to produce the data identified by the REED in accordance with applicable procedural requirements regarding notice and consent.

If additional data is not needed, the ARD committee must notify the parent of the determination decision and provide information about the parent's right to request additional assessments to determine student needs and eligibility. (34 CFR §300.305)

Trinity Basin Preparatory shall conduct a reevaluation of the student if the school determines that the educational or related service needs, including improved academic achievement and functional performance, of the child warrant a reevaluation or if the child's parent or teacher requests a reevaluation. A reevaluation may not occur more than once per year, unless agreed to by the school and the parent. A reevaluation must occur at least every three years, unless the school and parent agree the evaluation is unnecessary. (34 CFR §300.303)

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Change in Eligibility

Trinity Basin Preparatory must evaluate a student with a disability before determining a student is no longer eligible for special education and related services.

An evaluation is not required if a student is no longer eligible due to graduation or exceeding the age eligibility in Texas. However, Trinity Basin Preparatory must create a summary of performance and include recommendations on how to assist the student in meeting postsecondary goals. (34 CFR §300.305(e))

Consideration of Services Provided in Regular Education Setting

To ensure that underachievement in the student suspected of having a specific learning disability is not due to lack of appropriate instruction in reading or math, the group of qualified professionals, as part of a full and individual evaluation, must consider:

- Data that demonstrate that prior to, or as part of, the referral process, the student was provided appropriate instruction in regular education settings, delivered by qualified personnel; and
- Data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of progress during instruction, which was provided to the student's parents. (34 CFR 300.309(b))

Coordination of Evaluations with Prior and Subsequent Schools

The school shall ensure that evaluations of students who transfer from one LEA to another in the same academic year are coordinated with the student's prior and subsequent schools, as necessary and as expeditiously as possible, to ensure prompt completion of evaluations. (20 U.S.C. 1414(b)(3)(D))

Information and Consent for Certain Psychological Examinations or Tests

On request of a student’s parent, before obtaining the parent’s consent under 20 U.S.C. §1414 for the administration of any psychological examination or test to the student that is included as part of the evaluation of the student’s need for special education, Trinity Basin Preparatory must provide to the student’s parent:

1. the name and type of the examination or test; and
2. an explanation of how the examination or test will be used to develop an appropriate individualized education program for the child.

(TEC §29.0041(a))

If Trinity Basin Preparatory determines that an additional examination or test is required for the evaluation of a student’s need for special education after obtaining consent from the student’s parent under TEC §29.0041(a), Trinity Basin Preparatory shall provide the information described by TEC §§29.0041(a)(1) and (2) to the student’s parent regarding the additional examination or test and shall obtain additional consent for the examination or test. (TEC §29.0041(b))

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If a parent does not give consent under TEC §29.0041(b) within 20 calendar days after the date Trinity Basin Preparatory provided to the parent the information required by TEC §29.0041(b), the parent’s consent is considered denied. (TEC §29.0041(c))

The time required for Trinity Basin Preparatory to provide information and seek consent may not be counted toward the timeframe for completion of an evaluation. Education Code 29.0041.

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Extension of Timelines

For a specific learning disability, the timelines for evaluation under this policy may be extended by mutual written agreement of the student’s parents and the admission, review, and dismissal (ARD) committee. (34 CFR 300.309(c))

Evaluation Conducted Pursuant to a Special Education Due Process Hearing

A special education hearing officer in an impartial due process hearing brought under 20 U.S.C. §1415 may issue an order or decision that authorizes one or more evaluations of a student who is eligible for, or who is suspected as being eligible for, special education services. Such an order or decision authorizes the evaluation of the student without parental consent as if it were a court order for purposes of any State or federal law providing for consent by order of a court. (TEC §29.016)

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
	1	New document

TRINITY BASIN PREPARATORY

Parent

Purpose: To ensure foster parents of a child with a disability are afforded the legal rights permitted by 20 U.S.C. §1415(b) and its subsequent amendments.

Statement of Policy:

Trinity Basin Preparatory must give preferential consideration to a foster parent of a child with a disability when assigning a surrogate parent for the child. (TEC §29.015(a))

A foster parent may act as a parent of a child with a disability, as authorized under 20 U.S.C. §1415(b) and its subsequent amendments, if:

1. the Department of Protective and Regulatory Services is appointed as the temporary or permanent managing conservator of the child;
2. the child has been placed with the foster parent for at least 60 days;
3. the foster parent agrees to:
 - a. participate in making educational decisions on the child's behalf; and
 - b. complete a training program for surrogate parents that complies with minimum standards established by the Texas Education Agency rule; and
4. the foster parent has no interest that conflicts with the child's interests. (TEC §29.015(b))

A foster parent who will act as a parent of a child with a disability must complete a training program before the next scheduled admission, review, and dismissal ("ARD") committee meeting for the child but not later than the 90th day after the date the foster parent begins acting as the parent for the purpose of making special education decisions. (TEX §29.015(b))

Trinity Basin Preparatory may not require a foster parent to retake a training program to continue serving as a child's parent or to serve as the surrogate parent for another child if the foster parent has completed a training program to act as a parent of a child with a disability provided by:

1. the DFPS;
2. a school district;
3. an education service center; or
4. any other entity that receives federal funds to provide special education training to parents.

A foster parent who is denied the right to act as a surrogate parent or a parent under TEC §29.015 by an open-enrollment charter school may file a complaint with the Texas Education Agency in accordance with federal law and regulations. (TEC §29.015(c))

It is the policy of Trinity Basin Preparatory to provide notice to the student's educational decision-maker and caseworker regarding events that may significantly impact the education of a student, including:

1. requests or referrals for an evaluation under Section 504, Rehabilitation Act of

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TRINITY BASIN PREPARATORY

- 1973 (29 U.S.C. Section 794), or special education under Section 29.003;
2. admission, review, and dismissal committee meetings;
 3. manifestation determination reviews required by Section 37.004(b);
 4. any disciplinary actions under Chapter 37 for which parental notice is required;
 5. citations issued for Class C misdemeanor offenses on school property or at school-sponsored activities;
 6. reports of restraint and seclusion required by Section 37.0021; and
 7. use of corporal punishment as provided by Section 37.0011. (TEC §25.007)

As a condition to receiving funds under Title I, Part A, <<School Name>> shall collaborate with the state or local child welfare agency to:

- a. ensure that children in foster care needing transportation to the school of origin will promptly receive transportation in a cost-effective manner and in accordance with 42 U.S.C. 675(4)(A) and to the extent required by law; and
- b. ensure that, if there are additional costs incurred in providing transportation to maintain children in foster care in their schools of origin, Trinity Basin Preparatory will, to the extent required by law, provide transportation to the school of origin if:
 - i. the local child welfare agency agrees to reimburse Trinity Basin Preparatory for the cost of transportation;
 - ii. Trinity Basin Preparatory agrees to pay the cost of transportation; or
 - iii. Trinity Basin Preparatory and the local welfare agency agree to share the cost of such transportation.

20 U.S.C. 6312(c)(5).

Surrogate Parent

Trinity Basin Preparatory must appoint an individual to serve as the surrogate parent for a child if:

1. Trinity Basin Preparatory is unable to identify or locate a parent for a child with a disability;
or
2. the foster parent of a child is unwilling or unable to serve as a parent.

A surrogate parent appointed by Trinity Basin Preparatory may not:

1. be an employee of the state, Trinity Basin Preparatory, or any other agency involved in the education or care of the child; or
2. have any interest that conflicts with the interests of the child.

A surrogate parent must:

1. be willing to serve in that capacity;

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TRINITY BASIN PREPARATORY

2. exercise independent judgement in pursuing the child's interests;
3. ensure that the child's due process rights under applicable state and federal laws are not violated;
4. complete a training program that complies with minimum standards established by agency rule before the next scheduled admission, review, and dismissal committee meeting for the child but not later than the 90th day after the date the surrogate parent is appointed;
5. visit the child and the school where the child is enrolled;
6. review the child's educational records;
7. consult with any person involved in the child's education, including the child's teachers, caseworkers, court-appointed volunteers, guardian ad litem, attorney ad litem, foster parent, and caregiver; and
8. attend meetings of the child's admission, review, and dismissal committee.

Trinity Basin Preparatory may appoint a person who has been appointed to serve as a child's guardian ad litem or as a court-certified volunteer advocate as the child's surrogate parent. As soon as practicable after appointing a surrogate parent Trinity Basin Preparatory shall provide written notice of the appointment to the child's educational decision-maker and caseworker.

If a court appoints a surrogate parent for a child with a disability and Trinity Basin Preparatory determines that the surrogate parent is failing to perform or is not properly performing the duties listed in this policy, Trinity Basin Preparatory shall consult with the DFPS regarding whether another person should be appointed to serve as the surrogate parent for the child.

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
	1	New document

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TRINITY BASIN PREPARATORY

Independent Educational Evaluations

Purpose: The parent of a student with a disability has the right to obtain an independent educational evaluation (IEE) of the parent's child if the parent disagrees with the evaluation of the student that was obtained by the open-enrollment charter school.

Definitions:

Independent educational evaluation (IEE) means an evaluation conducted by a qualified examiner who is not employed by the school responsible for the education of a student.

Public expense means that the open-enrollment charter school either pays for the full cost of the evaluation or ensures that the evaluation is otherwise provided at no cost to the parent, consistent with the provisions of Part B of IDEA, which allow each State to use whatever State, local, Federal, and private sources of support are available in the State to meet the requirements of Part B of IDEA. (34 CFR §300.502)

Statement of Policy:

If the parent requests an IEE, Trinity Basin Preparatory must provide the parent with information about where the parent may obtain an independent educational evaluation and about the open-enrollment charter school's criteria that apply to IEE.

The parent has the right to request an IEE of the parent's child at public expense if the parent disagrees with an evaluation of the student completed by Trinity Basin Preparatory.

If the parent requests an IEE, Trinity Basin Preparatory must respond to the parent by either:

1. without unnecessary delay, file a due process complaint to request a hearing to show that its evaluation of the student is appropriate; or
2. provide an IEE at public expense, unless the district demonstrates in a due process hearing that the evaluation of the student that the parent obtained did not meet the open-enrollment charter school's criteria.

If the district requests a hearing and the final decision is that the open-enrollment charter school's evaluation of the student is appropriate, the parent still has the right to an IEE, but not at public expense.

If the parent requests an IEE of the student, the district may ask why the parent objects to the evaluation of the student obtained by the district; however, the district may not require an explanation and may not unreasonably delay either providing the IEE of the student at public expense or filing a due process complaint to request a due process hearing to defend Trinity Basin Preparatory's evaluation of the student.

The parent is entitled to only one IEE of the student at public expense each time the district conducts an evaluation of the student with which the parent disagrees. (34 CFR §300.502)

Parent-Initiated Evaluations

If the parent obtains an independent educational evaluation of the student at public expense or the parent shares with the open-enrollment charter school an evaluation of the student that the parent obtained at private expense:

1. the district must consider the results of the evaluation of the student, if it meets the open-enrollment charter school's criteria for IEE, in any decision made with respect to the provision of a free appropriate public education (FAPE) to the student; and
2. the parent or the district may present the evaluation as evidence at a due process hearing regarding the student.

(34 CFR §300.502)

Requests for Evaluations by Hearing Officers

If a hearing officer requests an IEE of the student as part of a due process hearing, the cost of the evaluation must be at public expense.

Open-Enrollment Charter School Criteria

If an IEE is at public expense, the criteria under which the evaluation is obtained, including the location of the evaluation and the qualifications of the examiner, must be the same as the criteria that the district uses when it initiates an evaluation (to the extent those criteria are consistent with the parent's right to an IEE).

Except for the criteria described above, an open-enrollment charter school may not impose conditions or timelines related to obtaining an IEE at public expense. (34 CFR 300.502(e))

a) Location

The evaluator conducting an IEE of a child with a disability at public expense must be located within a 100-mile radius of Trinity Basin Preparatory. This will allow the evaluator access to Trinity Basin Preparatory for observation of the student and access to the student's cumulative and special education eligibility folders.

b) Cost

Parents are free to select whomever they choose to perform the IEE, so long as the examiner meets Trinity Basin Preparatory's criteria. Trinity Basin Preparatory will pay a fee for an IEE that allows a parent to choose from among qualified professionals in the area.

Trinity Basin Preparatory will not pay unreasonably excessive fees. An unreasonably excessive fee is one which is 20% above the prevailing fees in the area as established by the Medicaid/Medicare Service Provider Manual for the specific test being considered.

Parents will be offered the opportunity to demonstrate to their child's ARD committee that unique

circumstances exist which justify an IEE that does not meet Trinity Basin Preparatory criteria outlined in this document.

When evaluators have a sliding scale fee based on parent income, Trinity Basin Preparatory will pay the amount charged to the parent if the evaluator meets Trinity Basin Preparatory criteria or Trinity Basin Preparatory has approved the IEE that does not meet Trinity Basin Preparatory criteria.

In the event a parent pursues an IEE independently or pursues an IEE provider that is not on Trinity Basin Preparatory independent evaluator list, Trinity Basin Preparatory will determine if the evaluator meets Trinity Basin Preparatory criteria prior to authorizing payment or reimbursement. If payment will be authorized, an original billing form and an original written report with original signature must be submitted to Trinity Basin Preparatory prior to payment.

Trinity Basin Preparatory will deny payment for an IEE conducted by an evaluator who does not meet Trinity Basin Preparatory criteria. Trinity Basin Preparatory will deny payment for an IEE that does not meet TEA criteria for the specific disability identified.

If a hearing officer requests an IEE as part of a hearing on a due process complaint, the cost of the evaluation must be at public expense.

Travel costs for evaluators will not exceed Trinity Basin Preparatory rates for travel as established by state guidelines.

A contract for an IEE between an evaluator and Trinity Basin Preparatory will not exceed one year. All terms will become void after the expiration date of one year.

c) Evaluator Criteria

The evaluator conducting the IEE must meet Trinity Basin Preparatory criteria and possess comparable credentials to the examiner that conducted the evaluation that is in dispute.

Evaluators must possess current licensure/certification to conduct the evaluation and must provide copies of his or her license or certification with the evaluation, if not previously provided.

Evaluators must comply with all requirements specified in state and federal law, including those outlined in the professional board responsible for providing the license or certification.

Evaluators must meet the examiner qualifications for the tests administered as outlined by the test producer.

The evaluator will have access to the student's cumulative folder and special education folders in gathering information about the student.

The evaluator will have the ability to interview teachers and observe the student in the educational setting.

Prior to conducting the assessment, the evaluator agrees to submit to a national criminal history

review and to provide any and all information necessary to secure the national criminal history review, including fingerprints and photographs, or other information required by Texas Education Code § 22.0834 concerning Contractor or Contractor's Subcontractors.

The evaluator agrees to conduct a thorough evaluation in the area(s) performed by Trinity Basin Preparatory with which the parent disagrees.

Copies of protocols must be provided to Trinity Basin Preparatory.

The report must comply with all federal and state requirements, including addressing the presence or absence of a disability condition as defined under the IDEA and the TEC.

The evaluation must be provided to Trinity Basin Preparatory upon completion.

Except for the criteria described above, Trinity Basin Preparatory may not impose conditions or timelines related to obtaining an IEE at public expense. (34 CFR 300.502(e))

Revision History:

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	1	New document

TRINITY BASIN PREPARATORY

Individual Education Program (IEP)

Purpose: It is the policy of Trinity Basin Preparatory to ensure that an Individualized Education Program (IEP) is developed, reviewed, and revised for each student with a disability who receives special education and related services in accordance with the IDEA. (34 CFR §§300.22 and 300.020-300.024)

Statement of Policy:

IEP Implementation

At the beginning of each school year, Trinity Basin Preparatory will have in effect an IEP for each student with a disability that qualifies for special education and related services. (34 CFR §300.323)

Once an IEP is developed, the IEP must be implemented as soon as possible. Additionally, Trinity Basin Preparatory will provide the parent with 5 days written notice prior to implementing a new IEP. However, the parent may waive the 5 days written notice and allow the IEP to be implemented immediately. (34 CFR §300.323; 19 TAC §89.1050)

Responsibility of the ARD Committee

The ARD committee must determine needed special education services, meaning specially-designed instruction that is provided at no cost to parents and meets the unique needs of the student with a disability. (34 CFR §300.320(a)(4))

In determining a free appropriate public education for a student who receives special education, the ARD committee must determine needed related services as defined by 34 CFR §300.34.

The ARD committee must consider the concerns of the parent in developing the IEP of a student with a disability. (34 CFR §300.324(a)(1)(ii))

Contents of an IEP

Least Restrictive Environment

The ARD committee must determine the least restrictive environment for each student in accordance with the IDEA.

When creating the schedule of services for each student, it is the policy of Trinity Basin Preparatory to be clear and specific, and ensure that the student receives services in the least restrictive environment.

For further explanation see the *Least Restrictive Environment* policy. (34 CFR §300.114; 19 TAC §89.1050)

Related Services

Related services must be provided to a student who qualifies for special education, if those related services are needed to ensure the student receives a free appropriate public education.

Related services means transportation and developmental, corrective, and other supportive services required to assist a student with a disability to benefit from special education. Other related services include speech-language pathology and audiology services, interpreting services, psychological services, physical and occupational therapy, recreation, including therapeutic recreation, early identification and assessment of disabilities in children, counseling services, including rehabilitation counseling, orientation and mobility services, and medical services for diagnostic or evaluation purposes. Each related services is defined in accordance with the IDEA, 34 CFR §300.34.

Related services also include school health services and school nurse services, social work services in schools, and parent counseling and training. However, for students with surgically implanted devices, it does not include a medical device, the optimization of that device's functioning, maintenance of that device, or replacement. (34 CFR §300.34)

Supplementary Aids and Services

The ARD committee must determine needed supplementary aids and services to be provided to the student, or on behalf of the student. This includes aids, services, and other supports that are provided in regular education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable students with disabilities to be educated with nondisabled students to the maximum extent appropriate. (34 CFR §300.42).

Present Levels of Academic Achievement and Functional Performance

The ARD committee must provide a statement of the student's present levels of academic achievement and functional performance. The statement must include a summary of how the student's disability affects the student's involvement and progress in the general curriculum or, in the case of a pre-school student, participation in appropriate activities. (34 CFR §300.320(a)(1))

Goals

The ARD committee must include in the student's individualized education program (IEP) a statement of measurable annual academic and functional goals designed to:

- Meet the student's needs that result from the student's disability to enable the student to be involved in and to make progress in the general education curriculum; and
- Meet each of the student's other educational needs that result from the student's disability.

(34 CFR §300.320(a)(2)(i))

State Assessment

The ARD committee must select which state assessment a student with a disability will take. As part of that decision, the ARD committee will also select accommodations available to the student. The student's ARD committee will determine whether satisfactory performance on the required assessments is necessary for graduation. (34 CFR §300.320; 19 TAC §§89.1070; 89.1055)

For more about state assessments, see *Testing-Student Assessment* policy.

Graduation

A high school student's IEP shall include information on the student's graduation plan. See *Graduation* policy for more information. (19 TAC §89.1050)

Transition Planning

When a student with a disability turns 14, an ARD committee must begin transition planning. Transition services must be outlined in the student's IEP in accordance with IDEA and the Texas Education Code. See *Transition Services* policy for a detailed explanation of transition services. (34 CFR §300.320; TEC §29.011)

Extended School Year (ESY) Services

The need for ESY services must be determined on an individual basis by the admission, review and dismissal (ARD) committee.

ESY services are individualized instructional programs beyond the regular school year for eligible students with disabilities. Trinity Basin Preparatory must ensure that ESY services are available as necessary to provide a student with a disability with a free appropriate public education.

ESY services may not be limited to particular categories of disability or by the type, amount, or duration of ESY services. (34 C.F.R. §300.106; 19 TAC §89.1065)

Accommodations and Modifications

The ARD committee will determine what accommodations and modifications are required to meet the student's needs in all subject areas. All agreed upon accommodations and modifications will be listed in the IEP and provided to the student's teachers.

Deliberations

Each IEP will include deliberations of the ARD committee meeting. Included in those notes will be the date of the meeting, as well as name of those in attendance, their title, each signature, and whether the parent and administrator agreed or disagreed. (TEC §29.005)

It is the policy of Trinity Basin Preparatory to include a brief summary of topics discussed, requests and decisions regarding services, and other notes to make clear what occurred during the ARD committee meeting. The deliberations page for each ARD committee meeting is not meant to be a transcript of the meeting.

Required Special Factors to Consider

Behavior Impeding Learning

In the case of the student whose behavior impedes the student's learning or that of others, the admission, review, and dismissal (ARD) committee must consider:

- The use of positive behavioral interventions and supports; and
- Other strategies to address that behavior, including a behavior intervention plan (BIP).

(34 CFR §300.324(a)(2)(i))

In order to determine what strategies are best for each student, an ARD committee may consider a functional behavior assessment (FBA). If an ARD committee determines a change of placement is necessary due to the student's behavior, it must conduct an FBA and implement a BIP. If an FBA was already completed, the ARD committee must review and update the BIP. (34 CFR §300.350(f))

If a BIP is required, as determined by the ARD committee, the BIP is part of the IEP and must be provided to all personnel who work with the student. (TEC §29.005(g))

Student with Limited English Proficiency

When a student qualifies as a student with limited English proficiency, or qualifies as an English Language Learner, the ARD committee must consider the language need of the student as such needs relate to the student's individualized education program (IEP). The ARD committee must include a professional member of the language proficiency assessment committee (LPAC) to serve on the ARD committee of each student with limited English proficiency. (34 CFR §300.324(a)(2)(ii))

It is the policy of Trinity Basin Preparatory to provide a student who qualifies for language services and special education services both services as needed in order to provide a free appropriate public education and meet the unique needs of the student. Eligibility for one service does not disqualify the student from other services. (20 U.S.C. §§ 1400-1419; 29 U.S.C. § 794)

Children Who Are Deaf or Hard of Hearing

In the case of the student who is deaf or hard of hearing, the ARD committee must consider:

- The student's opportunities for direct communications with peers and professional personnel in the child's language and communication mode;
- The student's language and communication needs;
- The student's academic level; and
- The student's full range of needs, including opportunities for direct instruction in the student's language and communication mode. (34 CFR §300.324(a)(2)(iv)).

Students Who Are Blind or Visually Impaired

In the case of the student who is blind or visually impaired, after an evaluation of the student's reading and writing skills, needs, and appropriate reading and writing media (including an evaluation of the child's future needs for instruction in Braille or the use of Braille), the ARD committee must either:

- Provide for reading and writing instruction in Braille and the use of Braille; or
- Determine that instruction in Braille or the use of Braille is not appropriate. (34 CFR §300.324(a)(2)(iii)).

Before placing a student with a visual impairment in a classroom setting, or within a reasonable period of time after placement, the ARD Committee must provide the training specified in Texas Education Code Subsection 30.002(c)(4).

The IEP developed for a student who is visually impaired or functionally blind must comply with the provisions of Texas Education Code Subsections 32.002(c), (e) and (f), as applicable.

Students with Autism or Other Pervasive Developmental Disorder

It is the policy of the Trinity Basin Preparatory to comply with any applicable Commissioner rules that may require an open-enrollment charter school to include in the individualized education program (IEP) of a student with autism or another pervasive developmental disorder any information or requirement determined necessary, including the autism supplement, to ensure the student receives a free appropriate public education (FAPE) as required under the Individuals with Disabilities Education Act (IDEA) (20 U.S.C. Section 1400 et seq.). (TEC §29.005(e))

Assistive Technology

The ARD committee must consider whether the student needs assistive technology devices (ATDs) as a part of the student's special education, related services, or supplementary aids and services. On a case-by-case basis, the use of school-purchased ATDs in the student's home or in other settings is required if the student's ARD committee determines that the student needs access to those devices in order to receive free appropriate public education (34 CFR §§300.105; [300.324\(a\)\(2\)\(v\)](#); 20 USC §1414(d)(3)(B)(v)).

Assistive technology means any device or equipment used to improve or maintain the function capabilities of a student with a disability. Assistive technology does not include a medical device that is surgically implanted. (34 CFR §§300.5-300.6)

Trinity Basin Preparatory may transfer an assistive technology device (ATD) in accordance to TEC §30.0015. The transfer agreement must include the standards in TEC §30.0015, including the following:

1. The transferor and transferee must represent and agree that the terms of the transfer are based on the fair market value of the ATD, determined in accordance with generally accepted accounting principles.
2. The informed consent of the parent of the student with a disability, or the adult student, for whom the ATD is being transferred must be obtained before the transfer of an ATD pursuant to TEC §30.0015. The procedures employed by Trinity Basin Preparatory in obtaining informed consent shall be consistent with the procedures employed by the school to obtain parental consent under 34 CFR §300.300. Consistent with 34 CFR §300.505(c), informed parental or adult student consent need not be obtained if the school can demonstrate that it has taken reasonable measures to obtain that consent, and the student's parent or the adult student has failed to respond. To meet the reasonable measures requirement, the school must use procedures consistent with those described in 34 CFR §300.322(d).
3. If the transfer is a sale, then the sale of the ATD shall be evidenced by a "Uniform Transfer Agreement" (UTA) which includes the following:
 - a. the names of the transferor and the transferee (which may be any individual or entity identified in TEC, §30.0015(b));
 - b. the date of the transfer;
 - c. a description of the ATD being transferred;

- d. the terms of the transfer (including the transfer of warranties, to the extent applicable); and
- e. the signatures of authorized representatives of both transferor and transferee.

(19 TAC 89.1056)

Students who transfer with an IEP

When a student transfers to Trinity Basin Preparatory from another school within Texas, the district must provide a free appropriate public education to the student. Trinity Basin Preparatory must provide comparable services as those described in the IEP the student transferred with until the ARD committee adopts the student’s IEP from the previous school, or develops, adopts and implements a new IEP.

If the student with a disability transfers to Trinity Basin Preparatory from a school outside of Texas, Trinity Basin Preparatory must provide the student with FAPE, including comparable services, until Trinity Basin Preparatory conducts an evaluation and develops, adopts, and implements a new IEP. (34 CFR §300.323)

A new IEP must be implemented within 30 school days from the date the student is verified as being a student eligible for special education services.

If a student transfers from Trinity Basin Preparatory, the district will furnish the student’s special education records to the student’s new school not later than 10 calendar days after receiving the records request from the new school.

Access to the IEP

All educators and personnel working with a student with a disability will have access to the student’s IEP, including all of the relevant parts.

It is the responsibility of Trinity Basin Preparatory that each person implementing a portion of the IEP is aware of their specific responsibilities. Additionally, personnel must be aware of the accommodations and modifications that must be implemented. (34 C.F.R. §300.323(d); 19 TAC §89.1075)

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TRINITY BASIN PREPARATORY

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Procedural Safeguards

Purpose: The Notice of Procedural Safeguards: Rights of Parents of Students with Disabilities (Procedural Safeguards) explains parents' specific rights and responsibilities under the Individuals with Disabilities Education Act (IDEA).

Statement of Policy:

Procedural Safeguards

Each parent of a student with a disability, or an adult student, must be provided a copy of the procedural safeguards created by the Texas Education Agency. (34 CFR §300.121)

Procedural safeguards must be provided when:

1. Initial referral or request for evaluation is proposed by the district
2. Upon the first occurrence of the filing of a due process hearing complaint or special education complaint during a school year
3. A change of placement occurs in accordance with 34 CFR §300.350; and
4. Upon request by the parent

Each year following the initiation of services, Trinity Basin Preparatory must provide a copy of the Procedural Safeguards. (34 CFR §300.504)

Trinity Basin Preparatory must provide the Procedural Safeguards to parents in their native language or other mode of communication unless it is clearly not feasible to do so. If a parent's native language or other mode of communication is not a written language, the school must translate the notice orally or by other means so that it is understood by the parent.

A parent of a child with a disability may elect to receive required notices by electronic mail, if Trinity Basin Preparatory makes that option available. 34 CFR 300.505.

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A copy of the Procedural Safeguards is available through the Texas Education Agency at <http://framework.esc18.net/display/Webforms/LandingPage.aspx>

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TRINITY BASIN PREPARATORY

Referral for Possible Special Education Services

Purpose: Trinity Basin Preparatory is required to provide in our student and parent handbook, a copy of the “Providing Assistance to Students Who Have Learning Difficulties or Need Special Education Services,” developed by the Texas Education Agency or an equivalent statement. The letter statement must include an explanation of that the parent is entitled to request an evaluation at any time.

A copy of TEA’s letter can be found at [http://tea.texas.gov/Curriculum and Instructional Programs/Special Education/Programs and Services/Student Handbook Statement English/](http://tea.texas.gov/Curriculum_and_Instructional_Programs/Special_Education/Programs_and_Services/Student_Handbook_Statement_English/). (TEC §26.0081)

Statement of Policy:

It is the policy of Trinity Basin Preparatory to make referrals of students for a full and individual initial evaluation for possible special education services part of the open-enrollment charter school’s overall general education referral or screening system. At any time a parent, TEA, another state agency, or the school may initiate a request for an initial evaluation.

Before referral, students experiencing difficulty in the general classroom will be considered for all support services available to all students. However, the use of interventions, including RTI may not be used to delay or deny an evaluation requested by the parent. (34 CFR §§300.304-300.311; OSEP 11-07 RTIMemo)

If after general education supports and interventions are tried, and a student continues to experience difficulty in the general classroom after the provision of interventions, school personnel must refer the student for a full and individual initial evaluation. (20 U.S.C. 1414(a)(1); 34 CFR 300.301; 19 TAC89.1011)

A reasonable time before the school proposes or refuses to initiate the identification, evaluation, or educational placement of a student or the provision of a free appropriate public education (FAPE) to a student, the school shall provide written notice to the student’s parent or guardian. (20 U.S.C. 1415(b)(3); 34 CFR 300.503(a))

The school shall conduct a full and individual initial evaluation before the initial provision of special education and related services. (20 U.S.C. 1414(a)(1)(A))

The screening of a student by a teacher or specialist to determine appropriate instructional strategies for curriculum implementation will not be considered to be an evaluation for eligibility for special education and related services. (20 U.S.C. 1414(a)(1)(E))

Trinity Basin Preparatory must promptly request consent for initial evaluation whenever the student is referred for an evaluation and if, prior to a referral, the student has not made adequate progress after an appropriate period of time when provided instruction as follows:

- Appropriate instruction in regular education settings, delivered by qualified personnel as demonstrated by the data; and

- With data-based documentation of repeated assessments of achievement at reasonable intervals, reflecting formal assessment of the student’s progress during instruction, which was provided to the student’s parents.

(34 CFR 300.309(c))

Trinity Basin Preparatory must also accept a referral for special education services made for a student who is homeless or in substitute care by a school previously attended by the student. (TEC 25.007)

Providing Assistance to Students Who Have Learning Difficulties or
Need Special Education Services

If a child is experiencing learning difficulties, the parent may contact the Executive Director of Student Services to learn about the district’s overall general education referral or screening system for support services.

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This system links students to a variety of support options, including referral for a special education evaluation. Students having difficulty in the regular classroom should be considered for tutorial, compensatory, and other academic or behavior support services that are available to all students including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

At any time, a parent is entitled to request an evaluation for special education services. Within 15 school days, Trinity Basin Preparatory must respond to the parent’s request. If an evaluation is needed, Trinity Basin Preparatory, must provide parent with consent forms. Once informed consent is received the district must complete the evaluation and the report within 45 school days of the date the school receives the written consent. The district must give a copy of the evaluation report to the parent.

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If the district determines that the evaluation is not needed, the district will provide the parent with prior written notice that explains why the child will not be evaluated. This written notice will include a statement that informs the parents of their rights, if they disagree with the district. The district is required to give parents the Notice of Procedural Safeguards – Rights of Parents of Students with Disabilities. Additional information regarding the IDEA is available from the school district in a companion document A Guide to the Admission, Review, and Dismissal Process.

The designated person to contact regarding options for a child experiencing learning difficulties or a referral for evaluation for special education services is the Executive Director of Student Services.

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Notification to Parents Regarding Intervention Strategies

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Each school year, Trinity Basin Preparatory shall notify a parent of each child, other than a child enrolled in a special education program, who receives assistance from Trinity Basin Preparatory for learning difficulties, including through the use of intervention strategies that Trinity Basin

Preparatory provides to the child. The notice must:

1. Be provided when the child begins to receive the assistance for that school year;
2. Be written in English or, to the extent practicable, the parent's native language; and
3. Include:
 - a. A reasonable description of the assistance that may be provided to the child, including any intervention strategies that may be used;
 - b. Information collected regarding any intervention in the base tier of a multi-tiered system of supports that has previously been used with the child;
 - c. An estimate of the duration for which the assistance, including through the use of intervention strategies, will be provided;
 - d. The estimated time frames within which a report on the child's progress with the assistance, including any intervention strategies used, will be provided to the parent; and
 - e. A copy of a written explanation of the options and requirements for providing assistance to students who have learning difficulties or who need or may need special education. The explanation must state that a parent is entitled at any time to request an evaluation of the parent's child for special education services or for aids, accommodations, or services under Section 504 of the Rehabilitation Act.

The notice under this policy may be provided to a child's parent at a Section 504 meeting.

A parent is entitled to access to all written records of Trinity Basin Preparatory concerning the parent's child, including attendance records, test scores, grades, disciplinary records, counseling records, psychological records, applications for admission, health and immunization information, teacher and school counselor evaluations, reports of behavioral progress, and records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with the child.

Revision History:

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TRINITY BASIN PREPARATORY

Shared Services Arrangements

Purpose: Trinity Basin Preparatory will comply with rules and regulations regarding the participation of a shared services arrangement for the provision of special education and related services if needed to fulfill the program requirements for student who receives special education services.

Statement of Policy:

Purpose: Trinity Basin Preparatory may enter into a written contract to jointly operate their special education programs with another school district. The contract must be approved by the Commissioner. Funds to which the cooperating schools/charter schools are entitled may be allocated to the schools/charter schools jointly as shared services arrangement units or shared services arrangement funds in accordance with the shared services arrangement schools/charters' agreement. (TEC §29.007)

It is the policy of Trinity Basin Preparatory to participate in a shared services arrangement for the provision of special education and related services, if determined necessary and appropriate.

Information concerning the school's arrangement can be obtained by contacting the district's Executive Director of Student Services.

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TRINITY BASIN PREPARATORY

Special Education Teacher and Related Service Provider Qualifications

Purpose: When used with respect to any public elementary school or secondary school special education teacher teaching in a State, such term means that--the teacher has obtained full State certification as a special education teacher (including certification obtained through alternative routes to certification), or passed the State special education teacher licensing examination, and holds a license to teach in the State as a special education teacher, except that when used with respect to any teacher teaching in a public charter school, the term means that the teacher meets the requirements set forth in the State's public charter school law. Trinity Basin Preparatory ensures all special education teachers and related services providers are fully and appropriately certified and licensed according to all applicable laws, regulations, and rules.

Statement of Policy:

Compliance with Federal and State Personnel Standards for Individuals Serving Children with Disabilities

It is the policy of Trinity Basin Preparatory to ensure that personnel standards for all individuals serving children with disabilities are met in accordance with the Individuals with Disabilities Education Act (IDEA) and related procedures.

Trinity Basin Preparatory recognizes that both the No Child Left Behind Act and the IDEA provide that charter school teachers must meet the requirements set forth in the State's public charter school law. (20 U.S.C. §7801(23) (A) (i); 20 U.S.C. §1401(10) (B) (i)) In Texas, this means that the charter school special education teacher must be certified.

It is the policy of Trinity Basin Preparatory to make an ongoing good-faith effort to recruit and hire appropriately and adequately certified and/or licensed personnel to provide a wide range of special education and related services to students with disabilities who are eligible for special education services. Special education staffing needs come from the individualized decisions made by the ARD committee for students who qualify for special education and related services, and are approved by the Executive Director of Student Services.

It is the policy of Trinity Basin Preparatory to ensure that all personnel necessary to carry out the requirements of the IDEA are appropriately and adequately certified and/or licensed, prepared and assigned.

Trinity Basin Preparatory uses the following strategies for accessing adequately certified and/or licensed personnel:

- Hiring faculty with dual certification and/or licensure
- Hiring consultants to provide special education services and supports
- Forming partnerships with institutions and/or agencies that employ related services professionals
- Seeking appropriately certified and licensed professionals to provide special education services and supports on a contractual basis

All special education and related service personnel shall be certified, endorsed, or licensed in the area or areas of assignment in accordance with 34 CFR §300.156; TEC §§21.002, 21.003, and 29.304; or appropriate state agency credentials. (19 T.A.C. §89.1131(a))

Notice of Teacher Qualifications

Trinity Basin Preparatory must provide to the parent or guardian of each student enrolled in the school written notice of the qualifications of each teacher employed by the school. (TEC §12.130)

Revision History:

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TRINITY BASIN PREPARATORY

State Funding: Special Allotments

Statement of Policy:

Trinity Basin Preparatory shall maintain records of students participating in special programs in accordance with the Commissioner of Education's rules. (19 TAC §129.21)

Special Education Allotment

Each open-enrollment charter school will receive an annual allotment equal to the adjusted basic allotment multiplied by 1.1 for each student receiving special education and related services in a mainstream instructional arrangement. For each full-time equivalent student receiving special education and related services in average daily attendance in an instructional arrangement other than a mainstream instructional arrangement, the open-enrollment charter school is entitled to an annual allotment equal to the adjusted basic allotment multiplied by a weight determined according to instructional arrangement as set forth in Section 42.151, Texas Education Code.

Funds allocated under this section, other than an indirect cost allotment established under State Board of Education rule, must be used in the special education program under Subchapter A, Chapter 29. (TEC §42.151)

Compensatory Education Allotment

Trinity Basin Preparatory must use funds allocated under TEC §42.152(a) for a purpose authorized in TEC §42.152(c) but is not otherwise subject to Subchapter C (Compensatory Education Programs), Chapter 29, Texas Education Code governing compensatory educational programs. (TEC §42.152(c))

Funds allocated under TEC §42.152 shall be used to fund supplemental programs and services designed to eliminate any disparity in performance on assessment instruments administered under Subchapter B, Chapter 39, Texas Education Code or disparity in the rates of high school completion between students at risk of dropping out of school, as defined by TEC §29.081 (Compensatory, Intensive, and Accelerated Instruction) and all other students. Specifically, the funds, other than an indirect cost allotment established under State Board of Education (SBOE)

rule, which may not exceed 45 percent, may be used to meet the costs of providing a compensatory, intensive, or accelerated instruction program under TEC §29.081 or an alternative education program established under TEC §37.008 (Disciplinary Alternative Education Programs) or to support a program eligible under Title I of the Elementary and Secondary Education Act of 1965, as provided by Pub. L. No. 103-382 and its subsequent amendments, and by federal regulations implementing that Act, at a campus at which at least 40 percent of the students are educationally disadvantaged. In meeting the costs of providing a compensatory, intensive, or accelerated instruction program under TEC §29.081, Trinity Basin

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¶ In accordance with Rider 36, General Appropriations Act, 82nd Texas Legislature, an open-enrollment charter school may apply to the High Cost Fund (HCF) maintained by the Texas Education Agency for an award of funds to assist the school in addressing the needs of high-need children with disabilities when the cost of serving such a child is greater than four times the average per pupil expenditure in the state.¶

¶ The High Cost Fund must not be used to:¶
limit or condition the right of a student with a disability who is assisted under Part B of the Act to receive a free appropriate public education (FAPE) in the least restrictive environment pursuant to section 612(a)(5) of the Act; or¶
support legal fees, court costs, or other costs associated with a cause of action brought on behalf of a student with a disability to ensure FAPE for such student.¶

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Preparatory’s compensatory education allotment shall be used for costs supplementary to the regular education program, such as costs for program and student evaluation, instructional materials and equipment and other supplies required for quality instruction, supplemental staff expenses, salary for teachers of at-risk students, smaller class size, and individualized instruction. (TEC §42.152)

Bilingual Education Allotment

For each student in average daily attendance in a bilingual education or special language program under Subchapter B, Chapter 29, an open-enrollment charter school is entitled to an annual allotment equal to the adjusted basic allotment multiplied by 0.1. Funds allocated under this section, other than an indirect cost allotment established under State Board of Education rule, must be used in providing bilingual education or special language programs under Subchapter B, Chapter 29, and must be accounted for under existing agency reporting and auditing procedures. An open-enrollment charter school’s bilingual education or special language allocation may only be used for program and student evaluation, instructional materials and equipment, staff development, supplemental staff expenses, salary supplements for teachers, and other supplies required for quality instruction and smaller class size. (TEC §§12.104(b)(2)(G) and 42.153)

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¶ Beginning with the 2012–13 school year, an open-enrollment charter school may choose to use a greater indirect cost allotment under Education Code 42.151, .153, .154, and .156, to the extent the school receives less funding per weighted student in state and local maintenance and operations revenue than in the 2011–12 school year.¶

¶ The Commissioner will limit the percentage increase in allowable indirect cost to no more than the percentage decrease in state and local maintenance and operations revenue from the 2011-2012 school year. (TEC §42.1541; 19 TAC §105.11)¶

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TRINITY BASIN PREPARATORY

Teacher Requested Review

Purpose: Trinity Basin Preparatory is required to develop a process for a teacher who instructs a student with a disability in a regular classroom setting to:

1. request a review of the student's individualized education program (IEP);
2. provide for a timely response to the teacher's request; and
3. provide for notification to the student's parent or legal guardian of that response.

(TEC §29.001(11))

Statement of Policy:

Teacher-Requested Review of Individual Education Program

It is the policy of Trinity Basin Preparatory to provide teachers with a copy of students' IEPs at the beginning of each school year and following each ARD committee meeting. Teachers will sign acknowledging receipt of each student's plan, and the signature page will be retained in the student's special education folder. Teachers may also request to review a student's IEP at *any time*, via digital or hard copy, to ensure that the teacher is able to properly implement the students IEP.

All requests should be submitted to the Executive Director of Student Services for the district.

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Once a teacher requests a student's IEP, the Executive Director of Student Services will provide a digital or hard copy of the student's IEP within 48 hours. (TEC §29.001(11))

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TRINITY BASIN PREPARATORY

Transition Services

Purpose: It is the policy of Trinity Basin Preparatory to begin transition planning when a student turns 14 years old and to implement transition services as part of the student's IEP beginning at age 16.
(TEC §29.0112; 19 TAC §89.1055)

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Statement of Policy:

As early as possible, schools should begin developing programs and services, based on a student's strengths, preferences, and interests that focus on:

- Instruction;
- Related services;
- Community experiences;
- Development of employment and other post-school adult living objectives; and
- If appropriate, daily living skills and a functional vocational evaluation (34 CFR 300.43).

These services as required for students who are eligible for special education services as a way to assist students in developing appropriate post-secondary goals, as well as to provide parents and students with valuable information regarding available community resource.

Transition Services

Transition services are coordinated activities focused on improving the academic and functional achievement of a student with a disability to facilitate the student's movement from school to post-school activities. Transition services include postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation. The development of a transition plan may include instruction, community services, related services, development of employment skills or life skills.

Transition services must be based on the student's needs, taking into account the student's preferences and strengths. (34 CFR §300.43)

Transition Planning

Procedures for transition planning compliance must specify the manner in which a student's admission, review, and dismissal (ARD) committee must consider, and if appropriate, address the following issues in the student's individualized education program (IEP):

1. appropriate student involvement in the student's transition to life outside the public school system;
2. if the student is younger than 18 years of age, appropriate parental involvement in the student's transition;

3. if the student is at least 18 years of age, appropriate parental involvement in the student's transition, if the parent is invited to participate by the student or the open-enrollment charter school in which the student is enrolled;
4. any postsecondary education options;
5. a functional vocational evaluation;
6. employment goals and objectives;
7. if the student is at least 18 years of age, the availability of age-appropriate instructional environments;
8. independent living goals and objectives; and
9. appropriate circumstances for referring a student or the student's parents to a governmental agency for services.

(TEC §29.011)(19 TAC §89.1055(g))

Individual Education Program (IEP)

Trinity Basin Preparatory will ensure that beginning not later than the initial IEP to be in effect when a student turns 14 (or younger, if determined appropriate by the ARD committee) updated annually, the student's IEP shall include:

1. Appropriate, measurable post-secondary goals based on age appropriate transition assessments related to training, education, employment and, where appropriate, independent living skills; and
2. The transition services, including courses of study, needed to assist the student in reaching these goals

If a participating agency other than the district fails to provide the transition services described in the IEP, the school shall reconvene the ARD committee to identify alternative strategies to meet the transition objectives.

Transition Guide

The Texas Education Agency has developed the "Texas Transition and Employment Guide." The guide provides information about statewide services and programs to assist students with disabilities transitioning to life outside public school.

Trinity Basin Preparatory must post the "Texas Transition and Employment Guide" on their website, if the school maintains a website. Trinity Basin Preparatory must also provide written information, and even assist, a parent in accessing the electronic version of the guide. The transition guide must be provided to the parent at the first ARD committee meeting at which transition is discussed. If the guide was published after the ARD committee already discussed transition services, the guide must be provided at the next ARD meeting.

A copy of the guide can also be found on the Texas Education Agency website at:
http://tea.texas.gov/Curriculum_and_Instructional_Programs/Special_Education/Parent_and_Family_Resources/Texas_Transition_and_Employment_Guide/

(TEC §29.0112)

Age of Majority – Transfer of Rights

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Not later than one year before the 18th birthday of a student with a disability, Trinity Basin Preparatory shall:

- 1. Provide to the student and the student’s parents:
 - a. Written notice regarding the transfer of rights; and
 - b. Information and resources regarding guardianship, alternatives to guardianship, including a supported decision-making agreement under Estates Code, Chapter 1357, and other supports and services that may enable the student to live independently; and
- 2. Ensure that the student’s individualized education program (“IEP”) includes a statement that Trinity Basin Preparatory provided the required notice, information, and resources.

When a student reaches the age of majority (18 years of age), Trinity Basin Preparatory shall provide written notice to the student and the student’s parents of the transfer of parental rights. The notice must include the information required above.

This notice is separate and distinct from the requirement that, beginning at least one year before the student reaches the age of 18, the student’s IEP include a statement regarding transfer of parental rights.

If a student with a disability or the student’s parent requests information regarding guardianship or alternatives to guardianship, Trinity Basin Preparatory shall provide the student or parent information and resources on supported decision-making agreements under Estates Code, Chapter 1357.

A student with a disability who is 18 years of age or older or whose disabilities of minority have been removed for general purposes under Chapter 31, Family Code, shall have the same right to make educational decisions as a student without a disability. All other rights accorded to parents under Chapter 29, Subchapter A of the Education Code or 20 U.S.C. 1415 transfer to the student.

(34 CFR 300.520; Education Code 29.017(a), (c), (c-1), (c-2); 19 TAC 89.1049(c))

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- Is incurred specifically for the grant;
- Benefits both the grant and the other work and can be distributed in reasonable proportion to the benefits received; and
- Is necessary to the overall operation of Trinity Basin Preparatory, Inc. and is assignable in part to the special education grant award in accordance with the principles of this framework.

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TRINITY BASIN PREPARATORY

Special Education Video and Audio Monitoring Policy

Purpose: To promote the safety of students who receive special education services in self-contained classrooms or other special education settings, Trinity Basin Preparatory (the “District”) shall provide video equipment to each campus in which a student who receives special education services in a self-contained classroom or other special education setting is enrolled, upon request by a parent, staff member, or the District board of directors.

Policy Intent: This policy complies with the provisions outlined in Senate Bill 507, Texas Education Code § 29.022, and 19 Texas Administrative Code 103.1301 regarding Video Surveillance of Certain Special Education Settings.

Definitions:

Parent – A person as described in Texas Education Code § 26.002, whose child receives special education and related services for at least 50% of the instructional day in a self-contained classroom or other special education setting. Parent also includes any person standing in parental relation to the student.

Staff Member – A District teacher, related service provider, paraprofessional, counselor or educational aide who is assigned to work with a child in the self-contained classroom or other special education setting.

Board of Directors – The Trinity Basin Preparatory Board of Directors.

School Business Day – A day that a District campus or school district administrative offices are open.

Time-Out – The meaning assigned by Texas Education Code § 37.0021.

Self-contained Classroom – A classroom on a regular Trinity Basin Preparatory campus (i.e., a campus that services students in general education and students in special education) in which a majority of the students in regular attendance are provided special education and related services and have one of the following instructional arrangements/settings described in the Student Attendance Accounting Handbook adopted by the Texas Education Agency (“TEA”):

- (A) Self-contained (mild/moderate/severe) regular campus;
- (B) Full-time early childhood (preschool program for children with disabilities) special education setting;
- (C) Residential care and treatment facility—self-contained (mild/moderate/severe) regular campus;
- (D) Residential care and treatment facility—full-time early childhood special education setting;
- (E) Off home campus—self-contained (mild/moderate/severe) regular campus; or
- (F) Off home campus—full-time early childhood special education setting.

Other Special Education Setting – A classroom on a separate Trinity Basin Preparatory campus (i.e., a campus that serves only students who receive special education and related services) in which a majority of the students in regular attendance are provided special education and related services and have one of the following instructional arrangements/settings described in the Student Attendance Accounting Handbook adopted by the TEA:

- (A) Residential care and treatment facility—separate campus; or
- (B) Off home campus—separate campus.

Incident – An event or circumstance that:

1. Involves alleged “abuse” or “neglect,” as those terms are described in Texas Family Code § 261.001, of a student by a Staff Member of Trinity Basin Preparatory or alleged “physical abuse” or “sexual abuse,” as those terms are described in Texas Family Code § 261.410, of a student by another student; and
2. Allegedly occurred in a self-contained classroom or other special education setting in which video surveillance is conducted under Texas Education Code § 29.022.

Video Camera – A video surveillance camera with audio recording capabilities.

Video Equipment – One or more video cameras and any technology and equipment needed to place, operate, and maintain video cameras, as required by Texas Education Code § 29.022 and 19 Texas Administrative Code § 103.1301.

Designated Administrator – The Designated Administrator is tasked with the coordination of compliance with Texas Education Code § 29.022, including the provision of equipment to campuses and the development of administrative regulations. The Designated Administrator is the Chief Legal and Operations Officer.

Statement of Policy:

Authorized Requestors

The following people may request in writing that video equipment be provided to a campus at which one or more children receive special education services in a qualifying classroom or setting:

1. A parent as defined herein;
2. The Board of Directors;
3. The principal or assistant principal for their campus; and
4. A staff member as defined herein.

The parent of a student whose admission, review, and dismissal (ARD) committee has determined that the student’s placement for the following school year will be in a classroom or other special

education setting in which a video camera may be placed under this section may make a request for the video camera by the later of:

1. The date on which the current school year ends; or
2. The tenth school business day after the date of the placement determination by the admission, review, and dismissal committee; and

If a request is made by a parent in compliance with the paragraph above, unless the agency grants an extension of time, the school must begin operation of a video camera not later than the later of:

1. The tenth school day of the fall semester; or
2. The 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the date the request is made.

Processing the Request

A written request must be submitted and acted on as follows:

1. A parent, staff member, or assistant principal must submit a request to the principal or the principal's designee of the campus addressed in the request, and the principal or designee must provide a copy of the request to the district's designated administrator;
2. A principal must submit a request by the principal to the district's designated administrator; and
3. The board of directors must submit a request to the district's designated administrator, and the administrator must provide a copy of the request to the principal or the principal's designee of the campus addressed in the request.

As required by law, the District shall provide a response to the requestor not later than the seventh school business day after receipt of the request. This response must either authorize the request or state the reason for denying the request.

A school shall operate and maintain the camera in the classroom or setting as long as the classroom or setting continues to satisfy these requirements, for the remainder of the school year in which the campus received the request, unless the requestor withdraws the request in writing.

Written Notice

Before a school activates a video camera in a classroom or setting, the school shall provide written notice to all school staff and to the parents of each student attending class or engaging in school activities in the classroom or setting that video and audio surveillance will be conducted in the classroom.

The District shall post notice at the entrance to a classroom in which video cameras are placed stating that video and audio surveillance is conducted in that classroom.

If for any reason a campus will discontinue operation of a video camera during a school year, not later than the fifth school day before the date the operation of the video camera will be discontinued, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue unless requested by a person eligible to make a request. Not later than the tenth school day before the end of each school year, the campus must notify the parents of each student in regular attendance in the classroom or setting that operation of the video camera will not continue during the following school year unless a person eligible to make a request for the next school year submits a new request.

Installation and Operation

The classroom subject to the request shall begin operation of video surveillance not later than the 45th school business day, or the first school day after the 45th school business day if that day is not a school day, after the request is authorized unless the Texas Education Agency grants the District an extension of time.

When the District has installed video cameras in a classroom as required by law, the District shall operate the cameras during the instructional day at all times when students are in the classroom. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom.

For the school year in which a campus receives a request for video and audio surveillance, the campus shall continue to operate and maintain any video cameras placed in the classroom for as long as the classroom continues to satisfy the requirements in Texas Education Code § 29.022(a). However, the campus may discontinue operation of the video camera during the year if the requestor withdraws the request in writing and no request is submitted to continue the surveillance.

Video Cameras

The video cameras must be capable of:

1. Covering all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out; and
2. Recording audio from all areas of the classroom or setting, including a room attached to the classroom or setting used for time-out.

The inside of a bathroom or any area in the classroom or other special education setting in which a student's clothes are changed may not be visually monitored, except for incidental coverage of a minor portion of a bathroom or changing area because of the layout of the classroom or setting.

Pursuant to 19 Texas Administrative Code §103.1301(g)(12), audio recording of the inside of a bathroom or any area of the classroom or other special education setting in which a student's clothes are changed is required.

No Monitoring

The District may not:

1. Allow regular or continual monitoring of video recorded under Texas Education Code § 29.022; or
2. Use video for teacher evaluation or for any other purpose other than the promotion of safety of students receiving special education services.

Retention Period

A school district shall retain video recorded from a video camera for at least three months after the date the video was recorded.

If a person requests to view a video recording from a video camera, a school district must retain the recording from the date of receipt of the request until the person has viewed the recording and a determination has been made as to whether the recording documents an alleged incident. If the recording documents an alleged incident, the district or school shall retain the recording until the alleged incident has been resolved, including the exhaustion of all appeals.

Confidentiality of Recordings

Video recordings made in accordance with this policy shall be confidential and shall only be accessed or viewed by the individuals and in the limited circumstances permitted by law. The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee who is involved in an alleged incident documented by a recording and reported to the District, on request of the employee;
2. A parent of a student who is involved in an alleged incident documented by a recording and reported to the District, on request of the parent;
3. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child under Texas Family Code § 261.406;
4. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a report of an alleged incident or an investigation of an employee or a report of alleged abuse committed by a student; and
5. Appropriate TEA or State Board for Educator Certification personnel or their agents as part of an investigation.

A contractor or employee performing job duties relating to the installation, operation, or maintenance of video equipment or the retention of video recordings who incidentally views a video recording does not violate these confidentiality provisions.

For purposes of this policy, the term “human resource staff member” shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District’s human resources office.

If an individual listed in items 3 through 5 above believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

If a person described by items 4 or 5 above who views the video recording believes that the recording documents a possible violation under Texas Family Code, Chapter 261, Subchapter E, the person shall notify DFPS for investigation in accordance with Texas Family Code § 261.406.

Reporting an Incident

A person alleging that an incident, as defined by law, has occurred in a classroom in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District’s video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

Expedited Review

A parent, staff member, or administrator may request an expedited review by the Texas Education Agency of the District’s:

1. Denial of a request;
2. Request for an extension of time to begin operation of a video camera; or
3. Determination to not release a video recording.

If a parent, staff member or administrator request an expedited review, the Texas Education Agency shall notify all other interested parties of the request.

If an expedited review has been requested, the Texas Education Agency shall issue a preliminary judgment as to whether the District is likely to prevail on the issue under a full review by the agency. If the agency determines that the District is not likely to prevail, the District must fully comply with this section notwithstanding an appeal of the agency’s decision. The agency shall notify the requestor and the District, if the District is not the requestor, of the agency’s determination.

Grievance Procedures

Complaints alleging violations of the District’s video surveillance obligations for special education settings under Texas Education Code § 29.022 must be addressed in writing to the District’s Chief Legal and Operations Officer. The Superintendent shall then consider the complaint and give notice of their decision in writing. The complainant may further appeal the Superintendent’s decision to the Board of Directors, by providing notice to the Chief Legal and Operations Officer. The Board of Directors will give notice of its decision at the next regularly scheduled Board meeting.

Decisions by the Board of Directors may be appealed under Texas Education Code § 7.057.

Gifts, Grants, and Donations

The District may solicit and accept gifts, grants, and donation from any person for use in placing video cameras in classrooms or settings. The District is not permitted to use Individuals with Disabilities Education Act, Part B, funds or state special education funds to implement the requirements of Texas Education Code § 29.022.

No Waiver of Immunity

The requirements described by this policy do not:

1. Waive any immunity from liability of the District, or of District officers or employees; or
2. Create any liability for a cause of action against the District or against District officers or employees.

Revision History:

<u>Effective Date</u>	<u>Version</u>	<u>Modification</u>
	1	New document

M.
Minutes from
Meeting on
9.21.20

**TRINITY BASIN PREPARATORY
MEETING OF THE BOARD OF DIRECTORS
2730 N HWY 360
GRAND PRAIRIE, TEXAS, 75050
MONDAY, SEPTEMBER 21, 2020**

12:00 P.M. OPEN SESSION

- I. CALL TO ORDER:** Loren Hitchcock called the meeting to order at 12:02 p.m. He announced that a quorum was present. The members in attendance via videoconference were:

Randy Shaffer, President, Member
Ken Petree, Vice President, Member
Julia Gomez, Member (joined meeting at 12:33 p.m. and was present for all voting items)
Dana Bickford, Member
Loren Hitchcock, Member
Mike Winemiller, Member
Frederick Brown, Member

Others in attendance were:

James Dworkin, Chief Financial Officer, Board Treasurer
Trey Varner, Chief Legal and Operations Officer, Board Secretary
Lesley Austin, Chief Academic Officer
Brandon Duck, Chief Development Officer
Jennifer Masten, principal
D. Gonzalez
K. Thomas
A. Johnson
C. Richardson
C. Haynes

NOTE: This meeting was conducted in accordance with the Governor's authorization concerning suspension of certain open meetings law requirements for COVID-19 disaster. All attendees attended the meeting via videoconference and were visible and audible to the entire group and any others joining the meeting for the entirety of the meeting. An audio recording was made of the entire meeting.

- II. OPEN SESSION – 12:02 p.m.**

III. NON-AGENDA RELATED PUBLIC COMMENTS

This forum allows anyone in attendance to address the Board on any matter except personnel and individual student issues. Any personnel concerns should be brought to the attention of the CEO prior to the meeting. Speakers will be limited to three (3) minutes. Non-agenda items will be taken for no more than 30 minutes.

IV. ACTION ITEMS:

- a. Financial report – No Action Taken**
- b. Enrollment report – No Action Taken**
- c. Academic report – No Action Taken**

- d. **Operations and Expansion report** – No Action Taken
- e. **Development report** – No Action Taken
- f. **Campus report**– No Action Taken
- g. **Consider and/or vote on delegation of authority under Texas Government Code 2269.053 to Chief Executive Officer to determine which construction method provides the best value for the district for improvement to real property located at and around 412 W. Bolt St., Fort Worth and surrounding lots**—Dana Bickford made the motion to delegate authority to the CEO to determine which construction method provides the best value for the district for the project at 412 W. Bolt St. Mike Winemiller seconded. The vote was unanimous.
- h. **Consider and/or vote on compensation for CEO/Superintendent**—Mike Winemiller made the motion to keep the CEO’s current salary the same and reevaluate in January 2021. Dana Bickford seconded. The vote was unanimous. Randy Shaffer abstained from voting.
- i. **Consider and/or vote on minutes from meeting on 8.28.20**—Dana Bickford made the motion to approve the minutes from the meeting on 8.28.20. Frederick Brown seconded. The vote was unanimous. Loren Hitchcock and Ken Petree abstained from voting due to absence at meeting on 8.28.20.
- j. **ADJOURNMENT**

V. **CLOSED SESSION PER TEXAS GOVERNMENT CODE.** If at any time during the meeting, the Board determines that a closed or executive meeting is required, then such closed or executive meeting will be held by the Board as authorized by the Texas Open Meetings Act, including, but not limited to the following sections:

The Board entered closed session at 12:59 p.m. under section 551.074 of the Texas Open Meetings Act. The Board exited closed session at 1:08 p.m.

- a. **Private Consultation with the Board’s Attorney (Sec. 551.071)** -- No discussion.
- b. **Personnel Matters (Sec. 551.074)** – Discussion of compensation for CEO. Mr. Shaffer was not present and did not participate in this discussion.
- c. **School Children; School District Employees; Disciplinary Matter or Complaint (Sec. 551.082)** -- No discussion.

VI. **ADJOURNMENT**—1:13 p.m.

Minutes Reviewed by:

Trey Varner
Trey Varner, Board Secretary