



**BLUM ISD  
REGULAR MEETING  
MAY 18, 2020  
7:00 PM**

**NOTICE OF REGULAR MEETING  
BOARD OF TRUSTEES  
BLUM INDEPENDENT SCHOOL DISTRICT**

Notice is hereby given that on Monday, May 18, 2020, the Board of Trustees of the Blum Independent School district will hold a Regular Meeting at 7:00 PM in the Library. The subjects to be discussed are listed on the agenda, which is attached to and made part of this notice.

A closed meeting of the Board is required as authorized by Article 6242-17, Vernon's Texas Civil Statutes and will be held by the board in conjunction with its open meeting.

The closed meeting will be held as authorized by the aforementioned article for the purpose of considering the appointment, employment, evaluation, reassignment, duties, or considering the purchase, exchange, lease, or value of real property, negotiated contracts for prospective gifts or donations to the school district. Should any final action, final decision, or final vote be required in the opinion of the Board with regard to any matter considered in a closed meeting, then such final action, final decision, or final vote will be at either:

-the open meeting covered by the notice upon the reconvening of this  
Public meeting, or

-at the subsequent public meeting of the Board upon notice hereof as  
The Board will determine.

On this the Thursday, May 14, 2020 this notice was posted on the bulletin board of the Office of the Superintendent of Schools of the Blum Independent School District.

**FOR THE BOARD OF TRUSTEES  
BLUM INDEPENDENT SCHOOL DISTRICT**

**AGENDA  
BLUM INDEPENDENT SCHOOL DISTRICT  
REGULAR MEETING  
MAY 18, 2020  
7:00 PM**

**CALL TO ORDER: PRESIDENT OF BOARD**

**INVOCATION**

**REVIEW AND APPROVAL OF MINUTES: APRIL 13, 2020 REGULAR MEETING 5**

**REVIEW AND APPROVAL OF FINANCIAL REPORT 6**

**HEARING OF DELEGATIONS**

**ITEMS FOR ACTION:**

1. OATH OF OFFICE
  
2. REORGANIZE BOARD
  
3. CONSIDER PARTICIPATION IN THE TEXAS SCHOOLS HEALTH BENEFITS PROGRAM FOR THE ALTERNATE GROUP HEALTH MEDICAL COVERAGE 1  
1
  
4. INTERLOCAL AGREEMENT WITH TEXAS SCHOOLS HEALTH BENEFITS PROGRAM 1  
2
  
5. INTERLOCAL ADDENDUM TEXAS SCHOOLS HEALTH BENEFITS PROGRAM 1  
7
  
6. MISSED SCHOOL DAY ATTESTATION 1  
8

7. PERSONNEL-EVALUATE, SUSPEND, TERM NONRENEWAL, REASSIGN, HIRE PROFESSIONAL EMPLOYEE (GOV'T CODE 551.074)

**ITEMS FOR INFORMATION**

1. SUPERINTENDENT'S REPORT
  - a. ENROLLMENT COUNT
  - b. FACILITIES UPDATE
2. SECONDARY PRINCIPAL'S REPORT
3. ELEMENTARY PRINCIPAL'S REPORT

IN ACCORDANCE WITH TEX. OPEN MEETINGS ACT (SUBCHAPTERS D AND E OF CH. 551, TEX. GOV'T CODE), THE BOARD MAY ENTER CLOSED MEETING TO DELIBERATE ANY SUBJECT AUTHORIZED BY SUBCHAPTER D THAT IS LISTED ON THE AGENDA FOR THIS MEETING. ANY FINAL ACTION, DECISION, OR VOTE ON A SUBJECT DELIBERATED IN CLOSED MEETING WILL BE TAKEN IN AN OPEN MEETING HELD IN COMPLIANCE WITH THE TEXAS OPEN MEETINGS ACT.

CLOSED MEETING: (as authorized by Article 6442-18, Civil Statutes of Texas)  
PERSONNEL

BLUM INDEPENDENT SCHOOL DISTRICT  
REGULAR BOARD MEETING  
APRIL 13, 2020

THE BLUM ISD BOARD OF TRUSTEES MET IN A REGULAR MEETING BY ZOOM VIDEO CONFERENCE ON APRIL 13, 2020. RICHARD MCPHERSON CALLED THE MEETING TO ORDER AT 7: 08 PM.

THE FOLLOWING WERE PRESENT: RICHARD MCPHERSON, JONATHAN ARRINGTON, STEVE GANT, DENVER VARDEMAN, JOE MAXWELL, ELSA SCOTT, JAMIE KOONSMAN, JEFF SANDERS, MARK BRANDENBERGER, TRACI BELLOMY, PAULA FRENCH

NO GUEST PRESENT

INVOCATION WAS GIVEN BY STEVE GANT.

STEVE GANT MADE THE MOTION TO APPROVE THE MINUTES FROM THE MARCH 12, 2020 REGULAR BOARD MEETING AND THE MARCH 23, 2020 EMERGENCY CALLED BOARD MEETING. JONATHAN ARRINGTON SECONDED THE MOTION. VOTE TAKEN: ALL FOR

JOE MAXWELL MADE THE MOTION TO APPROVE THE FINANCIAL REPORT. ELSA SCOTT SECONDED THE MOTION. VOTE TAKEN: ALL FOR

NO HEARING OF DELEGATIONS

JOE MAXWELL MADE THE MOTION TO APPROVE THE 2020-2021 ALLOTMENT AND TEKS CERTIFICATION. JAMIE KOONSMAN SECONDED THE MOTION. VOTE TAKEN: ALL FOR

JAMIE KOONSMAN MADE THE MOTION TO APPROVE THE AMENDMENT TO THE GRADING POLICY FOR THE 2019-2020 YEAR BECAUSE OF COVID-19. JOE MAXWELL SECONDED THE MOTION. VOTE TAKEN: ALL FOR

DENVER VARDEMAN MADE THE MOTION TO APPROVE THE 2020-2021 CALENDAR AS PRESENTED BY JEFF SANDERS. ELSA SCOTT SECONDED THE MOTION. VOTE TAKEN: ALL FOR

JEFF SANDERS PRESENTED THE FOLLOWING THREE QUOTES FOR TEACHER LAPTOPS:

CDW-G - \$39,921.00

SHI GOVERNMENT SOLUTIONS - \$33,527.20

CMC - \$35,875.00

JONATHAN ARRINGTON MADE THE MOTION TO ACCEPT THE QUOTE FROM SHI GOVERNMENT SOLUTIONS. JOE MAXWELL SECONDED THE MOTION. VOTE TAKEN: ALL FOR

NO ACTION TAKEN ON PURCHASE OF LAND.

NO ACTION TAKEN ON PERSONNEL.

JOE MAXWELL MADE THE MOTION TO ADJOURN AT 7:36 PM. JAMIE KOONSMAN SECONDED THE MOTION. VOTE TAKEN: ALL FOR

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RICHARD MCPHERSON

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ELSA SCOTT

Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj,So-Org-Prog	Reason	Amount	EFT
04-13-2020	LOWES	014974		199-41-6495.00-750-099000	FEES	52.24	N
04-06-2020	ENTRUST ENERGY INC	004860	23729411	199-51-6259.44-951-099000	MONTHLY ELECTRIC PAYMENTS	6,266.58	N
04-06-2020	HILCO	014975		199-51-6259.44-951-099000	ELECTRIC PAYMENT	39.75	N
04-07-2020	HOME DEPOT CRC	014971		199-51-6316.00-951-099000	SUPPLIES	36.67	N
04-08-2020	ETC	014972		199-41-6299.53-750-099000	MONTHLY PAYMENT	72.82	N
04-10-2020	DIRECT ENERGY BUSIN	014970	20085004160732	199-51-6259.44-951-099000	ELECTRIC	18.35	N
04-08-2020	CORPORATE CARD (VIS	014976		186-36-6411.00-001-091000	MEALS	76.99	N
		014976		186-36-6412.00-001-091000	MEALS	200.42	N
		014976		186-36-6412.00-001-091000	MEALS	177.14	N
		014976		186-36-6499.00-001-091000	FEES	390.00	N
		014976		199-11-6399.00-001-011000	SUPPLIES	29.00	N
		014976		199-11-6399.00-001-011000	SUPPLIES	30.00	N
		014976		199-11-6411.00-001-022000	HOTEL	507.87	N
		014976		199-11-6411.00-001-037000	HOTEL	454.53	N
		014976		199-12-6399.00-001-011000	BOOKS	331.72	N
		014976		199-31-6499.00-001-099000	TESTING SUPPLIES	175.00	N
		014976		199-34-6311.00-934-099000	FUEL	572.98	N
		014976		199-34-6499.00-934-099000	HOTEL	25.10	N
		014976		199-41-6411.00-701-099000	HOTEL	575.65	N
		014976		199-41-6411.00-750-099000	HOTEL	619.52	N
		014976		199-41-6495.00-750-099000	FEES	144.64	N
		014976		199-41-6495.00-750-099000	SUPPLIES	18.91	N
					<b>Totals for Check 041120</b>	<b>4,329.47</b>	
04-15-2020	WOODROW-OSCEOLA	014973		199-51-6259.42-951-099000	WATER PAYMENT	47.36	N
04-06-2020	CITY OF BLUM	004854	79	199-51-6259.42-951-099000	WATER/GARBAGE	321.70	N
		004854	79	199-51-6259.46-951-099000	WATER/GARBAGE	720.00	N
					<b>Totals for Check 424683</b>	<b>1,041.70</b>	
04-06-2020	CITY OF BLUM	014913	000001	199-52-6299.00-951-099000	POLICE PATROL	11,423.13	N
04-15-2020	IRS	DEDCH		863-00-2151.00-000-000000	APR WIRE PAYROLL DEDUCTION	13,996.72	N
		DEDCH		863-00-2152.01-000-000000	APR WIRE PAYROLL DEDUCTION	3,028.99	N
		DEDCH		863-00-2152.02-000-000000	APR WIRE PAYROLL DEDUCTION	3,028.99	N
					<b>Totals for Check IRS04</b>	<b>20,054.70</b>	
04-15-2020	TRS	DEDCH		863-00-2155.00-000-000000	APR WIRE PAYROLL DEDUCTION	17,041.64	N
		DEDCH		863-00-2155.01-000-000000	APR WIRE PAYROLL DEDUCTION	811.80	N
		DEDCH		863-00-2155.02-000-000000	APR WIRE PAYROLL DEDUCTION	1,581.96	N
		DEDCH		863-00-2155.03-000-000000	APR WIRE PAYROLL DEDUCTION	135.31	N
		DEDCH		863-00-2155.04-000-000000	APR WIRE PAYROLL DEDUCTION	1,530.75	N
		DEDCH		863-00-2155.05-000-000000	APR WIRE PAYROLL DEDUCTION	168.94	N
		DEDCH		863-00-2155.08-000-000000	APR WIRE PAYROLL DEDUCTION	2,741.29	N
					<b>Totals for Check TRS04</b>	<b>24,011.69</b>	

Check Payments  
BLUM ISD  
District Written Checks  
For the Month of April

Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.S0-Org-Prog	Reason	Amount	EFT
04-15-2020	TRS-ACTIVE CARE	DEDCH		863-00-2153.00-055-000000	APR WIRE PAYROLL DEDUCTION	5,471.00	N
		DEDCH		863-00-2153.00-056-000000	APR WIRE PAYROLL DEDUCTION	852.00	N
		DEDCH		863-00-2153.00-058-000000	APR WIRE PAYROLL DEDUCTION	5,483.76	N
		DEDCH		863-00-2153.00-059-000000	APR WIRE PAYROLL DEDUCTION	5,709.96	N
<b>Totals for Check TRSA04</b>						<b>17,516.72</b>	
<b>Total For District Written Checks</b>						<b>84,911.18</b>	

Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
04-09-2020	MARCO SUPPLY INC.	014931	01QUO190	199-34-6315.00-934-099000	SUPPLIES	40.90	N
		014931	01QUO191	199-34-6315.00-934-099000	SUPPLIES	5.19	N
					<b>Totals for Check 424685</b>	<b>46.09</b>	
04-09-2020	AT&T	004850	824948421x0402	199-51-6259.70-951-099000	CELL PHONES	146.76	N
04-09-2020	BORDEN DAIRY COMPA	004852	405366709	240-35-6341.00-935-099000	FOOD	136.36	N
		004852	405972687	240-35-6341.00-935-099000	FOOD	232.76	N
					<b>Totals for Check 424687</b>	<b>369.12</b>	
04-09-2020	CARTER CONSTRUCTIO	014929	APPLICATION	699-81-6629.00-999-099000	CONSTRUCTION PAYMENT	681,368.50	N
04-09-2020	LESA HOUGH	014915	MARCH 2020	224-11-6219.80-001-023000	OT SERVICES	337.50	N
		014915	FEBRUARY 2020	224-11-6219.80-001-023000	OT SERVICES	975.00	N
		014915	JANUARY 2020	224-11-6219.80-001-023000	OT SERVICES	300.00	N
					<b>Totals for Check 424689</b>	<b>1,612.50</b>	
04-09-2020	CITY OF BLUM	004854	81	199-51-6259.42-951-099000	WATER/GARBAGE	55.00	N
		004854	410	199-51-6259.42-951-099000	WATER/GARBAGE	167.00	N
		004854	80	199-51-6259.42-951-099000	WATER/GARBAGE	187.30	N
					<b>Totals for Check 424690</b>	<b>409.30</b>	
04-09-2020	HAYDAY, INC.	004858	26728813	199-11-6269.00-001-011000	COPY MACHINES	1,867.47	N
04-09-2020	DESOTO JANITORIAL SE	004859	197196	199-51-6315.00-951-099000	JANITORIAL SUPPLIES	1,103.52	N
		004859	197408	199-51-6315.00-951-099000	JANITORIAL SUPPLIES	2,276.34	N
		004859	196587-1	199-51-6315.00-951-099000	JANITORIAL SUPPLIES	15.60	N
					<b>Totals for Check 424692</b>	<b>3,395.46</b>	
04-09-2020	DEPARTMENT OF INFOR	014930	20021252N	199-51-6259.43-951-099000	LONG DISTANTCE	5.98	N
04-09-2020	ELLIOTT ELECTRIC SUP	014928	40-19672-01	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	359.78	N
04-09-2020	GILBERT ENVIRONMENT	004892	75948	699-81-6629.00-999-099000	PORT A POT	85.00	N
04-09-2020	GRAINGER	014921	9485546486	699-81-6629.00-999-099000	SUPPLIES	78.18	N
04-09-2020	HUDSON ENERGY	014917	200302332	199-51-6259.44-951-099000	ELECTRIC PAYMENT	2,256.11	N
04-09-2020	TAYLA NICHOLAS	014926	MARCH 2020	224-11-6219.70-001-023000	PT SERVICES	75.00	N
04-09-2020	JULIE F STEELMAN	014918		199-11-6219.00-001-011000	TESTING INTERVENTIONIST	599.00	N
04-09-2020	LABATT FOOD SERVICE	004863	03266567	240-35-6341.00-935-099000	MONTHLY FOOD PAYMENTS	3,077.41	N
04-09-2020	LIBERTY SOURCE, LP	014914	1501918	270-13-6399.00-001-011000	INSTRUCTIONAL SUPPLIES	962.00	N
04-09-2020	MATHESON TRI-GAS	014924	21458430	199-11-6399.00-001-022000	SUPPLIES	21.86	N
04-09-2020	MSB	004864	135368	199-41-6299.00-750-023000	MONTHLY PAYMENTS	70.17	N
04-09-2020	PILGRIMS PRIDE CORP	014925	931750049	240-35-6341.00-935-099000	FOOD	611.31	N
04-09-2020	QUALITY HARDWOOD F	014920	7444	199-51-6249.47-951-099000	REFINISH GYM FLOOR	1,450.00	N
04-09-2020	RUNNELS GLASS	014933	131365	199-34-6315.00-934-099000	SIGNS	25.00	N
		014933	131376	199-51-6399.98-951-099000	SIGNS	720.00	N
					<b>Totals for Check 424706</b>	<b>745.00</b>	



Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
04-09-2020	SCOTT OIL COMPANY	014923	MARCH 2020	199-34-6311.00-934-099000	FUEL	918.13	N
04-09-2020	THE COLLEGE BOARD	014916	ES92233686	199-31-6499.00-001-099000	TESTING	490.00	N
04-09-2020	TYSON FOODS, INC.	014922	26476172	240-35-6341.00-935-099000	FOOD	58.88	N
04-09-2020	VICTORIA A THOMPSON	014927	MARCH 2020	224-11-6219.75-001-023000	PSYCHOLOGY	3,360.00	N
04-09-2020	ZIMMERER KUBOTA & E	014919	CLE-4036651	199-51-6317.00-951-099000	BLADES LAWN MOWER	49.71	N
04-15-2020	HARRY GALLAGHER	014942	842	699-81-6629.00-999-099000	PLUMBING	770.00	N
04-15-2020	MCCOY'S BUILDING SUP	014941		699-81-6629.00-999-099000	BLDG MATERIALS	935.00	N
04-22-2020	CLINT COLVIN	014944	APRIL 2020	699-81-6629.00-999-099000	CONSTURCTION MGT FEE	11,111.00	N
04-22-2020	CARSON PEST MANAGE	004853	163178	199-51-6299.00-951-099000	MONTHLY PEST CONTROL	372.00	N
04-22-2020	DEPARTMENT OF INFOR	014948	20011250n	199-51-6259.43-951-099000	long distance	8.22	N
		014948	20031252n	199-51-6259.43-951-099000	long distance	5.39	N
<b>Totals for Check 424717</b>						<b>13.61</b>	
04-22-2020	ELLIOTT ELECTRIC SUP	014947	06-86713-02	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	18.75	N
		014947	116-14924-01	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	67.31	N
		014947	40-19844-01	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	1,690.12	N
		014947	40-19941-01	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	1,289.38	N
		014950	116-14990-01	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	65.83	N
		014950	116-14993-01	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	43.31	N
<b>Totals for Check 424718</b>						<b>3,174.70</b>	
04-22-2020	JESUS SALAZAR, JR	014949	COVINGTON	186-36-6219.08-001-091000	BASEBALL UMPIRE	100.00	N
04-22-2020	MICHAEL W. MARRS AR	014945	21906-A-06	699-81-6629.00-999-099000	ARCHITECT FEES	1,183.00	N
		014945	21906-B-05	699-81-6629.00-999-099000	ARCHITECT FEES	1,400.00	N
<b>Totals for Check 424720</b>						<b>2,583.00</b>	
04-22-2020	MSB	004864	132973	199-41-6299.00-750-023000	MONTHLY PAYMENTS	28.21	N
04-22-2020	SHI GOVERNMENT SOL	004925	GB00365752	195-11-6639.00-001-011000	LAPTOPS	33,527.20	N
04-22-2020	SCHULTZ INDUSTRIES, I	004899	APP 1	699-81-6629.00-999-099000	BLEACHERS/PRESS BOX	142,100.00	N
04-22-2020	TASB RISK MANAGEME	014943	55786	199-34-6429.00-934-099000	PROPERTY INSURANCE	40,041.00	N
		014943	55786	199-34-6429.00-934-099000	PROPERTY INSURANCE	6,316.00	N
<b>Totals for Check 424724</b>						<b>46,357.00</b>	
04-22-2020	TEACHERS SYNERGY, L	004923	116435867	199-11-6399.00-001-023000	SPED SUPPLIES	78.25	N
04-22-2020	UNIFIRST HOLDINGS, IN	004865	MARCH 20	199-51-6299.00-951-099000	UNIFORMS/DUST MOPS	211.80	N
04-22-2020	WISC-EDUCATION	014946		199-11-6399.51-001-011000	WEB HOSTING	1,512.00	N
04-22-2020	KEVIN BRADLEY FRIER	014951	4488	699-81-6629.00-999-099000	FOUNDATION FIELD HOUSE	28,000.00	N
04-23-2020	KATHY DENN GROPPPEL	014953	APRIL 2020	224-11-6219.81-001-023000	CONSULTANT	500.00	N
04-23-2020	MORGAN & MCKINNEY,	014952	15694	699-81-6629.00-999-099000	ROCK HAULING	5,445.00	N
04-28-2020	ATMOS ENERGY	004851		199-51-6259.45-951-099000	GAS PAYMENTS	186.72	N
		004851		199-51-6259.45-951-099000	GAS PAYMENTS	91.42	N
<b>Totals for Check 424731</b>						<b>278.14</b>	

Check Date	Payee	PO Nbr	Invoice Nbr	Fnd-Fnc-Obj.So-Org-Prog	Reason	Amount	EFT
04-28-2020	BORDEN DAIRY COMPA	004852	403845939	240-35-6341.00-935-099000	FOOD	108.50	N
04-28-2020	CDW GOVERNMENT, IN	004926	xph4041	195-11-6639.00-001-011000	CHROMEBOOKS	10,610.00	N
04-28-2020	CITY OF BLUM	004854	79	199-51-6259.42-951-099000	WATER/GARBAGE	248.20	N
		004854	410	199-51-6259.42-951-099000	WATER/GARBAGE	55.00	N
		004854	81	199-51-6259.42-951-099000	WATER/GARBAGE	55.00	N
		004854	79	199-51-6259.46-951-099000	WATER/GARBAGE	720.00	N
					<b>Totals for Check 424734</b>	<b>1,078.20</b>	
04-28-2020	HAYDAY, INC.	004858	26918636	199-11-6269.00-001-011000	COPY MACHINES	1,431.67	N
04-28-2020	ELLIOTT ELECTRIC SUP	014956	40-20448-01	699-81-6629.00-999-099000	ELECTRICAL SUPPLIES	1,340.28	N
04-28-2020	ENTRUST ENERGY INC	004860	23729411	199-51-6259.44-951-099000	MONTHLY ELECTRIC PAYMENTS	644.13	N
04-28-2020	MSB	004864	137311	199-41-6299.00-750-023000	MONTHLY PAYMENTS	52.98	N
04-28-2020	MORGAN & MCKINNEY,	014954	15696	699-81-6629.00-999-099000	ROCK HAULING	7,245.00	N
04-28-2020	SUNBELT RENTALS	014955	100043267-0001	699-81-6629.00-999-099000	EQUIPMENT RENTAL	2,391.54	N
04-28-2020	WALMART COMMUNITY	014957		265-11-6399.00-001-024000	SUPPLIES	69.22	N
		014957		265-11-6399.00-001-024000	SUPPLIES	5.68	N
					<b>Totals for Check 424741</b>	<b>74.90</b>	
04-28-2020	WINDSTREAM	004866		199-51-6259.43-951-099000	MONTHLY PHONE PAYMENT	305.55	N
		004866		199-51-6259.43-951-099000	MONTHLY PHONE PAYMENT	58.08	N
		004866		199-51-6259.43-951-099000	MONTHLY PHONE PAYMENT	61.01	N
					<b>Totals for Check 424742</b>	<b>424.64</b>	
04-29-2020	KEVIN BRADLEY FRIER	014958	4494	699-81-6629.00-999-099000	CONCRETE WORK	14,000.00	N
04-30-2020	CONCRETE RELATED P	014961		699-81-6629.00-999-099000	ATHLETIC COMPLEX MATERIALS	500.00	N
04-30-2020	MCCOY'S BUILDING SUP	014960		699-81-6629.00-999-099000	SUPPLIES	179.98	N
					<b>Total For Computer Written Checks</b>	<b>1,021,667.45</b>	
					<b>Total Checks</b>	<b>1,106,578.63</b>	

End of Report

Resolution Joining TSHBP

On this date, May 18, 2020, we, the Board of Trustees of the Blum Independent School District, hereby approve joining the Texas Schools Health Benefits Program, to obtain alternative medical benefits for employees of Blum Independent School District. A motion was made and the trustees approved Blum Independent School District joining the TSHBP. Motion Carried.

Signed: \_\_\_\_\_  
Board President

Signed: \_\_\_\_\_  
Board Secretary

## **Texas Schools Health Benefits Program Interlocal Agreement**

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Texas Schools Health Benefits Program Interlocal Agreement (the "Agreement") is entered into by and between the Texas Schools Health Benefits Program ("Program") and the undersigned Local Government ("you" or "your"). The program is an administrative agency of Local Governments, as defined in Chapter 791 of the Texas Government Code, ("Members") that cooperate in discharging administrative and governmental functions primarily related to employee benefits.

### **WITNESSETH:**

**WHEREAS**, the participating local governments are authorized by the Act to enter into cooperative agreements among themselves for the purpose of acting cooperatively through an administrative agent to fulfill and accomplish governmental functions and services, including without limitation, self-funding of employee benefit coverages; and

**WHEREAS**, each of the participating local governments is authorized by the Texas Political Subdivision Employees Uniform Group Benefits Act, Chapter 172 of the Texas Local Government Code (hereinafter the "Act"), Texas Revised Civil Statutes Annotated Article 715c (Vernon 1993), and Section 22.005 of the Texas Education Code, to provide a self-funded health plan to Member's employees and their dependents ("Benefits Plan"); and

**WHEREAS**, the Members desire to establish, by and through their cooperative agreement, the Texas Schools Health Benefits Program, to be governed by a Board of Directors (Board);

**NOW, THEREFORE**, the terms and conditions, and the rights and duties, agreed upon by and between the Members are as follows:

1. **Purpose.** The Members agree that it is a public purpose for public employers to provide benefits to their employees in order to attract and retain a competent workforce.
2. **Term.** The duration of the Interlocal Agreement shall continue in existence and renew annually as long as two or more Participants remain in the Program.
3. **Termination.** This Agreement may be terminated by either party on any successive renewal date by giving written notice no later than one hundred twenty (120) days before the renewal date or as provided by the Program Bylaws.
4. **Program Governance.**
  - (a) **Program Bylaws.** You agree to adopt and abide by the Bylaws of the Program (the "Bylaws"), and any and all reasonable policies and procedures established by the Program, as may be amended during the term of this Agreement. By agreeing to adopt and abide by the Bylaws, You agree to become a Member of the Program. The Bylaws are incorporated into this Agreement by reference and are available from the Program upon request. The Program and Bylaws are subject to the Texas Interlocal Cooperation

Act, Section 271.101, *et seq.*, of the Texas Local Government Code, and any other statute or law that may be applicable to this Agreement. The Bylaws shall be construed in harmony with this Agreement and, in the event of any inconsistency, the provisions of this Agreement shall control.

(b) **Administration.** The Program may enter into contracts with other persons or entities, including nonprofit entities, for the administration, sponsorship or endorsement of services and programs offered by and through the Program.

5. **Program Responsibilities.** This Agreement enables You to participate in any or all of the programs and services the Program makes available to its Members from time to time.

(a) The Program, through its designated administrator and other service providers, will make employee benefits available to the Members of the Program. Benefits are intended for employees of Members, including employees' dependents. Administrative services related to such benefits may also be offered. The Program will use the collective bargaining power of its Members to obtain these benefits and services from qualified agents, brokers, consultants, carriers, third-party administrators, and other service providers.

(b) The Program will secure, catastrophic or excess loss coverage to cover the Program from loss exposure. The Member is bound by the terms and conditions of the coverage agreement. The Member shall be responsible for notifying the employees of any changes in coverage.

(c) The Program shall provide periodic management reports and information to the Member.

(d) The Program shall provide for an annual audit of its financial statements by a certified public accounting firm.

(e) The Program shall furnish Members with a Master Plan Document, detailing the services offered to the Members of the Program.

6. **Member Responsibilities.**

(a) You shall provide all necessary information to the Program or Servicing Contractor as may be needed or required for the administration of the Program.

(b) You authorize the Program to review any of your transactional records with the Program or its service providers.

(c) You acknowledge and agree that this Agreement does not by itself extend employee benefits or services to You. This Agreement only provides You access to the Program's designated service providers for the various benefits and services made available through the Program.

(d) You shall appoint a representative with the authority to serve as the coordinator for the programs and services in which You participate. The representative shall have the

authority to represent and bind on Your behalf, and the Program is not required to contact any other individual. You reserve the right to change Your representative as desired by giving written notice to the Program.

(e) You acknowledge that any servicing contractor whom you choose to contract with under this Agreement shall provide all of the services as provided in the service contract entered into by and between the servicing contractor and the Program on behalf of the Member.

7. **Authorization to Participate.** You represent that your governing body has duly authorized your entity's participation in the Program and that you will comply with state and local laws and policies pertaining to the procurement of employee benefits and related services through your membership in the Program.

8. **Fiscal Responsibility.**

(a) Contributions Fees. The Member shall pay contributions to the Program based on rates approved by the Program. All contributions are payable monthly by the tenth (10th) of the month for that month.

(b) Services Purchased. A payment obligation will arise under the terms of a separate contractual agreement or transaction for products or services under this Agreement.

(c) You hereby acknowledge and represent that all payments, fees, and disbursement required for products or services obtained through this Agreement shall be made from Your available current revenues.

9. **Representation.** The Program may initiate, defend against, or participate in any judicial, administrative, or other legal proceeding, including arbitration, mediation, or other forms of alternative dispute resolution, concerning the Program as an entity. Nothing in this Agreement creates a legal duty of the Program to provide a defense or prosecute a claim; rather, the Program may exercise this right in its sole discretion and to the extent permitted or authorized by law. Furthermore, nothing herein shall limit Your right to preclude You from pursuing, either independently or in conjunction with the Program, a claim against any service provider or employee benefits or related services.

10. **Disclaimer.** To the fullest extent authorized by law, it is agreed that the Program (i) is not a guarantor of a third-party service provider's performance, claims, determinations, or solvency; (ii) bears no risk for the employee benefits obtained through this Agreement; and (iii) is not liable for any actions or failures on the part of any insurance carrier, agent, broker, or other insurance providers.

11. **Liability.** The parties agree as follows:

(a) Neither party waives any immunity from liability afforded under the law.

(b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstances for

special, incidental, consequential, or exemplary damages.

(c) In the event of a lawsuit or formal adjudication, the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.

12. **Notice.** Unless otherwise provided in this Agreement, any notice required or provided under this Agreement by either party to the other will be in writing and sent by: (i) first-class mail, postage prepaid; (ii) overnight courier service; or (iii) email, fax, or other electronic delivery.

(a) Notice to the Program shall be addressed as follows:

By Mail: Texas Schools Health Benefits Program  
Attn: Chairman of the Board  
2175 N Glenville Dr.  
Richardson, TX 75082

(b) Notice to You shall be addressed to the address on file with Program.

13. **Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas unless otherwise mandated by law. This provision does not govern or control the governing law or venue requirements applicable to your contractual arrangement with any provider of products or services obtained through the Program.

14. **Entire Agreement.** This Interlocal Agreement represents the complete understanding of the Program and the Participant. The terms of this Agreement shall control and take precedence over all prior agreements. However, the terms of a prior agreement between You and the Program will govern Your participation in any existing contract for employee benefits.

15. **Amendment.** This Agreement may not be amended or altered without the written consent of both parties.

16. **Severability.** If any term or other provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or incapable of being enforced by any rule of law or public policy, all other terms, provisions, and conditions of this Agreement shall nevertheless remain in full force and effect.

17. **Counterparts.** The parties may execute this Agreement in counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The delivery of an executed counterpart signature page by facsimile or PDF is as effective as delivering this Agreement in the presence of the other party to this Agreement. This Agreement is effective as of the date of the last signature to this Agreement.

*This space left intentionally blank.  
Signature page to follow.*

**IN WITNESS WHEREOF**, the undersigned shall become Members to the Interlocal Agreement.

\_\_\_\_\_

By: \_\_\_\_\_

Its Duly Authorized: \_\_\_\_\_

Date: \_\_\_\_\_

**Texas Schools Health Benefits Program**

By: \_\_\_\_\_

Chairman

Texas Schools Health Benefits Program

Date: \_\_\_\_\_



# 2 Year Rate Guarantee

9/1/2020 – 9/1/2022

# Interlocal Addendum



1. TSHBP and Blum ISD (Member) agree that Member will be a TSHBP Member for the 2020-2021 through the 2021-2022 Participation Period. The TSHBP agrees to provide the Member with the same rates by tier and plan for the 2020-21 and the 2021-2022 participation period. The Member agrees that District's contribution remains comparable for the participation periods.
2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.
3. If Member terminates this Addendum before 8/31/2022, a short-term cancellation penalty of five percent (5%) of Annualized Contributions for the 2020-2021 Participation Period will be due from Member and payable to TSHBP within 30 days after notice of termination is received.
4. Member Opt-Out Clause: If future reinsurance terms cause an unanticipated change in TSHBP's funding model that results in Member rates increasing overall by more than 5%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

The undersigned agrees to this Addendum.

\_\_\_\_\_  
*Authorized Signature*

\_\_\_\_\_  
ISD

\_\_\_\_\_  
*TSHBP Board Member - Signature*

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Non-Appropriations Clause:** This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.

# Closed, But Committed to Providing Instruction

## SECTION I: Information/Requirements

If an LEA has closed school due to COVID-19, the agency will provide missed school day waivers for the closed days with the requirement that the LEA provide educational supports for the off-campus education of all students. The waivers will be granted as long as the district commits to supporting students instructionally while absent from school grounds. This attestation will be required to be submitted with the waiver.

The school district or charter school is responsible for providing all necessary educational resources to a student's parent/guardian and must also provide guidance on how the instruction is to be delivered to the student. Texas Education Agency (TEA) auditors may perform random audits to ensure that school districts and charter schools provided the necessary educational resources.

## SECTION II: Attestation Statement

BLUM ISD

*attests that parents/guardians are being provided with the educational resources and implementation assistance necessary to support an instructional program that will be provided off-campus to students who are absent due to concerns about the potential of illness or actual illness associated with COVID-19.*

## SECTION III: Signatures

District Name	Superintendent Name	Board President Name
BLUM ISD	JEFF SANDERS	RICHARD MCPHERSON

Date	Superintendent Signature

I, the superintendent of schools, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.

Date	Board President Signature

I, the Board President, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.

**Attach completed attestation form to a 2019-20 Missed School Day Waiver request in TEAL no later than June 18, 2020**