

Regular Meeting  
Monday, August 15, 2022 6:30 PM

Cannady Cedar Hill Room  
285 Uptown Blvd.  
Cedar Hill, Texas 75104

## **Agenda**

1. CALL TO ORDER
2. CLOSED SESSION
3. PUBLIC SESSION
  - 3.A. Pledge to Flags
  - 3.B. Prayer
4. COMMUNICATIONS/RECOGNITIONS
  - 4.A. Bond and VATRE Update  
**Presenter:** Mrs. Tierney Tinnin & Mrs. Carla Settle

# Cedar Hill Independent School District BOARD OF TRUSTEES

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Long Range, Capital Planning & Bond Planning Update

## Information

### **BACKGROUND INFORMATION:**

Cedar Hill ISD Board of Trustees and administration convened a community stakeholder group to evaluate the conditions of all CHISD buildings and make a recommendation to the Board of Trustees on how to move forward. At the same time, the CHISD Finance committee began evaluating the district's financial picture in order to make a recommendation on how to address the budget deficit. Between March and August, a select group of community members and the Board of Trustees have been meeting to determine whether a bond and or voter approved tax ratification election should be included on the November ballot. This information item will provide the Trustees and community on the conversations that have taken place and potential next steps.

### **RECOMMENDATION:**

Information Only

### **BOARD ACTION REQUIRED:**

None

### **POLICY AUTHORIZATION:**

None

### **CONTACT PERSON:**

Tierney Tinnin, Chief of Communications & Marketing  
Carla Settle, Chief Financial Officer

### **FUNDING SOURCE:**

None

### **ENCLOSURES:**

None

4.B. Efficiency Report - Student Services  
**Presenter:** Dr. Norbert Whitaker

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date: August 15, 2022**

**Presented by: Dr. Gerald Hudson, Superintendent of Schools**

**Subject: Student Services Efficiency Report**

**Information**

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

Information Only

**BOARD ACTION REQUIRED:**

None

**POLICY AUTHORIZATION:**

None

**CONTACT PERSON:**

Dr. Norbert Whittaker, Executive Director of Student Services

**FUNDING SOURCE:**

None

**ENCLOSURES:**

None

4.C. First Day Update

**Presenter:** Mrs. Shemeka Milner

5. CITIZENS FORUM: The Board will now hear those who wish to make comments and who have completed and returned the Public Forum Citizen Participation Form. This section will be conducted in accordance with the Texas Open Meetings Act and Board Policy. Speakers must limit comments to issues that can be presented in a public forum. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels.
6. LONE STAR GOVERNANCE
  - 6.A. Dallas College

**Presenter:** Dr. Courtney Jackson

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dallas College Staff

**Subject:** Pathways to Success Through Dual Credit

**Information**

**BOARD GOAL:**

- Increase the percentage of scholars graduating college career and military ready

**SUPERINTENDENT CONSTRAINT:**

**BACKGROUND INFORMATION:**

Dallas College staff will discuss dual credit options available to our ECHS and comprehensive CHISD scholars through our partnership with the college.

**RECOMMENDATION:**

None

**BOARD ACTION REQUIRED:**

None

**POLICY AUTHORIZATION:**

None

**CONTACT PERSON:**

Dr. Courtney Jackson - Executive Director of Counseling Services

**FUNDING SOURCE:**

None

**ENCLOSURES:**

Dallas College Presentation

7. PRESENTATIONS

7.A. District of Innovation

**Presenter:** Ms. Hallema Jackson

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** District of innovation Amendment

**Consent**

**BACKGROUND INFORMATION:**

Administration seeks to amend the District of Innovation plan with the Superintendent's recommendation. This amendment would allow Cedar Hill ISD to hire more qualified teachers to fill vacancies.

**RECOMMENDATION:**

Administration recommends the approval of the District of Innovation Amendment.

**BOARD ACTION REQUIRED:**

Motion to approve the Superintendent's recommendation to amend the District of Innovation plan to allow Cedar Hill ISD to hire more qualified teachers to fill vacancies.

**POLICY AUTHORIZATION:**

DC (LOCAL) Employment Practices  
DFE (LOCAL) Termination of Contract: Resignation  
DCD (LOCAL) Employment Practices: At-Will Employment

**CONTACT PERSON:**

Ms. Hallema Jackson, Assistant Superintendent of Human Resources

**FUNDING SOURCE:**

As provided in the district budget per CHISD compensation plan.

**ENCLOSURES:**

Under separate cover.

**CEDAR HILL ISD  
DISTRICT  
OF  
INNOVATION  
AMENDMENT**





# DOI AMENDMENT OPTION

## **1. Teacher Certification (TEC 21.003)**

TEC 21.003 states that a person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit issued as provided by Subchapter B.

# DOI AMENDMENT OPTION (CONTINUED)

## 1. Teacher Certification (TEC 21.003)

For a teacher applicant who is in the process of obtaining certification, they may be hired in an at will capacity and paid at a salary commensurate with the teacher applicant's qualifications and experience before the effective date of the issuance of a valid certificate if the following apply:

1. The individual is recommended for hire no more than 20 days before the first day of instruction or after the start of the instructional year; and
2. The candidate will be issued a certificate by the deadline set annually by the Human Resources Department

**Exemption from this requirement would allow to us to address vacancy concerns more readily.**



# MENTOR PLUS

- Teacher candidates will be placed in the CHISD mentor program
- Additional training and support in pedagogy and content
- Provide hybrid instruction to support preparation for certification testing
- Region 10 professional development



# RECOMMENDATION

- This item is in the consent agenda for your approval



**QUESTIONS...**

7.B. Juneteenth Resolution

**Presenter:** Ms. Hallema Jackson

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Juneteenth Holiday Board Resolution

**Consent**

**BACKGROUND INFORMATION:**

Administration seeks to amend the district work calendar with the Superintendent's recommendation. This resolution allows Cedar Hill ISD's calendar to be in accordance with the Federal Juneteenth Holiday. In addition, this will also ensure that 192 employees have a commensurate amount of days in their working calendar.

**RECOMMENDATION:**

Administration recommends the approval of the Juneteenth Holiday Board Resolution.

**BOARD ACTION REQUIRED:**

Motion to approve the Superintendent's recommendation to adopt the Juneteenth Resolution to allow Cedar Hill ISD's calendar to be in accordance with the Federal Juneteenth Holiday.

**POLICY AUTHORIZATION:**

DC (LOCAL) Employment Practices  
DFE (LOCAL) Termination of Contract: Resignation  
DCD (LOCAL) Employment Practices: At-Will Employment

**CONTACT PERSON:**

Ms. Hallema Jackson, Assistant Superintendent of Human Resources

**FUNDING SOURCE:**

As provided in the district budget per CHISD compensation plan.

**ENCLOSURES:**

Under separate cover.

**RESOLUTION OF THE BOARD OF TRUSTEES  
OF THE  
CEDAR HILL INDEPENDENT SCHOOL DISTRICT**

**WHEREAS**, the Cedar Hill Independent School District (the “District”) has always been and will remain committed to providing the best possible educational opportunities for its students while at the same time being good stewards of its resources; and

**WHEREAS**, the District recognizes the social and educational value in recognizing and commemorating important dates in American history; and

**WHEREAS**, the Juneteenth holiday celebrates and commemorates the end of slavery in the United States when on June 19, 1865, news of the Emancipation Proclamation reached enslaved people in Texas; and

**WHEREAS**, the District further recognizes that slavery and racism have no place in America and are counter to its values; and

**WHEREAS**, Juneteenth Independence Day began as a holiday in the State of Texas and is now celebrated in at least forty-eight (48) States and the District of Columbia as a special day of observance in recognition of the emancipation of all slaves in the United States, and became a federal holiday on June 17, 2021, with the signing of the Juneteenth National Independence Day Act; and

**WHEREAS**, in accordance with Board Policies BAA (Legal), DEA (Legal) & (Local) the District’s Board of Trustees believes that the District’s educational mission and thus its public purpose is served by recognizing this important day, as well as retaining and maintaining the morale of its committed, experienced and skilled staff members; and

**WHEREAS**, the Board has further determined that permitting contract employees an additional paid day off work in recognition of this important day will improve staff morale and serve as additional incentive to retain talented staff; and

**WHEREAS**, the Board finds that the District will retain sufficient control over payment of employee compensation for the proposed one-day closure for the Juneteenth holiday to ensure that such public purposes are accomplished; and

**WHEREAS**, the Board is of the opinion and finds that it is in the best interest of the District and the District will receive a return benefit for the payment of compensation to District employees for Juneteenth and that exempt employees will not be required to work these dates;

**BE IT THEREFORE RESOLVED** as follows:

1. All of the above-referenced paragraphs are incorporated into and made a part of this Resolution; and
2. The Board finds that a public purpose and a benefit to the District exists to declare Juneteenth a District holiday and close the District's campuses and facilities for the holiday, which is to be June 19<sup>th</sup> each year unless it falls on a weekend, in which case it shall be the Monday following June 19th, and that payment for that day for exempt employees is necessary in the conduct of the public schools; and
3. The Board approves that all exempt employees of the District who are scheduled to work on Juneteenth, shall be paid compensation for said day as an excused absence in accordance with each employee's normal pay rate; and
4. The Board further approves that all employees of the District will not be required or scheduled to make up the day of paid excused absence at a later date; and
5. The Board hereby authorizes the Superintendent of Schools to excuse the absence for all exempt employees for the District's closure on Juneteenth and pay all exempt District employees full compensation for the excused absence.

Resolved this 15th day of August , 2022.

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Robert Riggs  
Cedar Hill ISD Board President

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Ramona Ross-Bacon  
Cedar Hill ISD Board Secretary

8. CONSENT AGENDA

8.A. Minutes from Previous Board of Trustee Meetings

Regular Meeting  
Monday, July 11, 2022 6:30 PM Central

Cannady Cedar Hill Room  
285 Uptown Blvd.  
Cedar Hill, Texas 75104

**1. CALL TO ORDER at 6:31 PM.**

FIRST ORDER OF BUSINESS - Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Trustees present are Robert Riggs, Gayle Sims, Ramona Ross-Bacon, Dr. Jeremiah Martin and Carma Morgan. Cheryl Wesley and Dr. Denise Roache-Davis are absent.**

**Recess to Closed Session at 6:31 PM.**

**2. CLOSED SESSION opened at 6:39 PM.**

Recess to Executive Session, pursuant to Texas Open Meetings Act, Texas Government Code Section:

551.071) Private consultation with the board's attorney, and

551.072 Deliberation regarding real property

551.074) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

551.082) Considering discipline of a public school child, or complaint or charge against personnel

If, during the course of the meeting, the Board of Trustees should determine that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section listed above.

The Board will vote on matters in Open Session considered in Closed Session or matters considered if the Board enters into a Closed meeting during the meeting, if applicable.

**Dr. Denise Roache-Davis joined in Closed Session at 6:45 PM.**

**Closed Session closed at 7:19 PM.**

**3. PUBLIC SESSION reconvened at 7:31 PM.**

3.A. Pledge to Flags

3.B. Prayer by **Gayle Sims**

**4. COMMUNICATIONS/RECOGNITIONS**

**5. CITIZENS FORUM:** The Board will now hear those who wish to make comments and who have completed and returned the Public Forum Citizen Participation Form. This section will be conducted in accordance with the Texas Open Meetings Act and Board Policy. Speakers must limit comments to issues that can be presented in a public forum. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels.

6. LONE STAR GOVERNANCE

Founded on research, Lone Star Governance (LSG) is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: Improving student outcomes. Lone Star Governance accomplishes this intense focus through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity.

6.A. LSG Goals 1 & 4

6.B. Finance - Department Efficiency Report

7. INFORMATION

8. CONSENT AGENDA

**Ramona Ross-Bacon makes the motion to approve Items A, B, and D as presented and excluding Item C. Gayle Sims seconds the motion. Unanimously approved 5-0.**

8.A. Minutes from Previous Board of Trustee Meetings

8.B. Vendor List for Teaching Aids, Instructional Materials, and Related Services pursuant to RFP 21-22-01

8.C. Budget Amendment

8.D. Designation of Investment Officers

9. BOARD DISCUSSION

9.A. Upcoming Events

9.B. Training and Event Recaps

10. SUPERINTENDENT'S REPORT

10.A. Employment Retirements Resignations Terminations

10.B. Monthly Financials

10.C. Technology - Department Efficiency Report

10.D. Datamax Copier Renewal

10.E. Annual Skyward Renewal

11. ADJOURN **at 8:14 PM**

\_\_\_\_\_  
Robert Riggs, Board of Trustees President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ramona Ross-Bacon, Board of Trustees Secretary

\_\_\_\_\_  
Date



Called Meeting  
Monday, August 1, 2022 6:30 PM Central

Third Floor Training Room  
285 Uptown Blvd.  
Cedar Hill, Texas 75104

**1. CALL TO ORDER at 6:32 PM.**

FIRST ORDER OF BUSINESS - Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Trustees present are Robert Riggs, Gayle Sims, Ramona Ross-Bacon, Dr. Denise Roache-Davis, and Dr. Jeremiah Martin. Cheryl Wesley is absent.**

**Recess to Closed Session at 6:32 PM. Ramona Ross-Bacon left the meeting at this time. Cheryl Wesley arrives at 6:40 PM.**

**2. CLOSED SESSION opened at 6:41 PM.**

Recess to Executive Session, pursuant to Texas Open Meetings Act, Texas Government Code Section:

551.071) Private consultation with the board's attorney,

551.074) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

551.082) Considering discipline of a public school child, or complaint or charge against personnel.

If, during the course of the meeting, the Board of Trustees should determine that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section listed above.

The Board will vote on matters in Open Session considered in Closed Session or matters considered if the Board enters into a Closed meeting during the meeting, if applicable.

**Closed Session closed at 7:45 PM.**

**Reconvene to Public Session at 7:52 PM.**

**3. PUBLIC COMMENTS**

The Board encourages comments about the District from members of the public. Anyone who has signed up to speak in advance of the meeting in accordance with procedures may do so at this time. Each participant should address the Board from the podium microphone, stating their name and address before speaking. The Board asks that each participant's comments pertain to District business and be no longer than three (3) minutes. Copies of presentations should be made available to all Trustees and the Superintendent.

**4. COMMUNICATIONS**

**5. LONE STAR GOVERNANCE**

Lone Star Governance (LSG) is a continuous-improvement model for governing teams—boards in collaboration with their superintendents—who choose to focus intensely on only one primary objective: Improving student outcomes. Lone Star Governance accomplishes this intense focus

through tailored coaching aligned to the five pillars of the Texas Framework for School Board Development: Vision, Accountability, Structure, Advocacy, and Unity.

5.A. Resilient Schools Support Program Update

6. INFORMATION

These items are presented to the Board for information only. No presentations will be made unless specifically requested by the Board.

6.A. Facilities Committee Update

6.B. Huckabee and Associates - Election Ethics Training

6.C. Student Code of Conduct

6.D. 2022-2023 Allotment & TEKS Certification

7. CONSENT AGENDA

**Gayle Sims makes the motion to approve the Consent Agenda as presented. Cheryl Wesley seconds the motion. Unanimously approved. 5-0.**

7.A. Chief Financial Officer

7.B. Principal Lake Ridge Elementary

8. ACTION ITEMS

8.A. Endorsement for TASB Board of Directors

**Dr. Denise Roache-Davis makes the motion to approve Item 8A, endorsing Carolyn Morris of Lancaster ISD for the TASB Board of Directors. Gayle Sims seconds the motion. Unanimously approved 5-0.**

8.B. Budget Amendment

**Dr. Jeremiah Martin makes the motion to approve Item 8B Budget Amendment as presented. Dr. Denise Roache-Davis seconds the motion. Unanimously approved 5-0.**

9. BOARD DISCUSSION

10. SUPERINTENDENT'S REPORT

11. ADJOURN at 9:17 PM.

\_\_\_\_\_  
Robert Riggs, Board of Trustees President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ramona Ross-Bacon, Board of Trustees Secretary

\_\_\_\_\_  
Date

Called Meeting  
Monday, August 8, 2022 6:30 PM Central

Third Floor Training Room  
285 Uptown Blvd.  
Cedar Hill, Texas 75104

**1. CALL TO ORDER at 6:33 PM.**

FIRST ORDER OF BUSINESS - Announcement by the Board President whether a quorum is present, and that the notice of the meeting has been duly called, and posted in the time and manner required by the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Trustees present are Robert Riggs, Gayle Sims, Cheryl Wesley, Dr. Denise Roache-Davis, Dr. Jeremiah Martin, and Carma Morgan. Ramona Ross-Bacon was absent.**

**2. CLOSED SESSION There was no Closed Session.**

Recess to Executive Session, pursuant to Texas Open Meetings Act, Texas Government Code Section:

551.071) Private consultation with the board's attorney,

551.074) To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

551.082) Considering discipline of a public school child, or complaint or charge against personnel.

If, during the course of the meeting, the Board of Trustees should determine that a closed session is required, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section listed above.

The Board will vote on matters in Open Session considered in Closed Session or matters considered if the Board enters into a Closed meeting during the meeting, if applicable.

**3. PUBLIC COMMENTS**

The Board encourages comments about the District from members of the public. Anyone who has signed up to speak in advance of the meeting in accordance with procedures may do so at this time. Each participant should address the Board from the podium microphone, stating their name and address before speaking. The Board asks that each participant's comments pertain to District business and be no longer than three (3) minutes. Copies of presentations should be made available to all Trustees and the Superintendent.

**4. COMMUNICATIONS**

**4.A. VATRE and General Tax Rate Information**

**4.B. Bond Project Information**

**5. ADJOURN at 8:10 PM.**

\_\_\_\_\_  
Robert Riggs, Board of Trustees President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ramona Ross-Bacon, Board of Trustees Secretary

\_\_\_\_\_  
Date



8.B. Budget Amendment

8.B.1. Budget Amendment No.1

**Cedar Hill Independent School District**  
**BOARD OF TRUSTEES**

Meeting Date: August 15, 2022  
Presented by: Dr. Gerald Hudson, Superintendent of Schools  
Subject: Budget Amendment #1 – Child Nutrition

**Consent Agenda**

**BOARD GOAL:**

Align the budget process to achieve district goals.

**BACKGROUND INFORMATION:**

Budget amendments are to be made prior to exceeding a detailed functional expenditure category, and these amendments are to be recorded in the board minutes. The attached budget amendment is necessary to make adjustments to the Child Nutrition budget highlighted as follows:

1. REVENUE

- a. *Increase, 5900 – Federal Program Sources: Increase revenue as a result of a new funding opportunity, the Supply Chain Assistance grant available through USDA. The purpose of the grant is to assist entities with the unprecedented challenges in purchasing and receiving food through normal distribution channels, canceled food and supply contracts, reduced product availability, and unpredictable increases in food and supply prices. The funds must be used exclusively to purchase unprocessed or minimally processed domestic food products.*

2. EXPENSES

- a. *Increase, Function 35: The expense budget has been increased to allow for purchases meeting the grant requirements.*

**RECOMMENDATION:**

Approve budget amendment #1 as presented on the attached supporting documents.

**BOARD ACTION REQUIRED:**

Motion to approve budget amendment #1 as presented on the attached supporting documents.

**POLICY AUTHORIZATION:**

CHISD POLICY CE (LOCAL) and Texas Education Code, Section 44.006

**CONTACT PERSON(S):**

Carla Settle, Executive Director of Finance

**Funding Source:**

Child Nutrition (240)

**ENCLOSURES:**

Attached

8.B.2. Budget Amendment No. 2

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Budget Amendment #2 – General Fund

**Consent Item**

**SUPERINTENDENT CONSTRAINT:**

- Shall not make budget decisions that increase taxes

**BACKGROUND INFORMATION:**

Budget amendments are to be made prior to exceeding a detailed functional expenditure category, and these amendments are to be recorded in the board minutes. The attached budget amendment is necessary to make adjustments by function to the General Operating budget highlighted as follows:

Expenditures

1. *Budget neutral transfer to increase Function 71 budget codes due to GASB 96 Implementation (related to subscription-based information technology arrangements). Many of the software renewal quotes were not available before budget adoption.*
2. *Budget neutral transfer within campus budgets to increase Function 13 budget codes by \$5,000 and Function 23 budget codes by \$2,066 for campus professional development.*

**RECOMMENDATION:**

Administration recommends approval of the General Fund Budget Amendment #2 as presented in the attached supporting document.

**BOARD ACTION REQUIRED:**

Motion to approve budget amendment #2 as presented on the attached supporting document.

**POLICY AUTHORIZATION:**

CHISD POLICY CE (LOCAL) and Texas Education Code, Section 44.006

**CONTACT PERSON(S):**

Carla Settle, Executive Director of Finance

**Funding Source:**

General Operating (199)

**ENCLOSURES:**

Attached

## 8.C. Student Code of Conduct

# Cedar Hill Independent School District BOARD OF TRUSTEES

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Student Code of Conduct

## Information

### **SUPERINTENDENT CONSTRAINT:**

- Increase the percentage of scholars graduating college career and military ready
- Increase the percentage of 3rd grade (all students) scholars reading at/or above grade level
- Increase the percentage of Algebra I scholars scoring Meets or above
- Increase the percentage of scholars participating in extra-curricular or co-curricular activities

### **BACKGROUND INFORMATION:**

The Student Code of Conduct, as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline. This Student Code of Conduct has to be adopted each year by the Board of Trustees and developed with the advice of the district-level planning and decision-making committee. There are no material changes in the code of conduct this year.

### **RECOMMENDATION:**

N/A

### **BOARD ACTION REQUIRED:**

None

### **CONTACT PERSON:**

Dr. Norbert Whitaker, Executive Director of Student Services

### **FUNDING SOURCE:**

N/A

### **ENCLOSURES:**

N/A

## 8.D. Interlocal Agreement

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Consider renewal of Interlocal Participation Agreement with  
TASB Risk Management Fund

**Consent**

**BACKGROUND INFORMATION:**

Texas Government Code, Chapter 791, states that an Interlocal Agreement must be authorized by the governing body of each party to the agreement. The Interlocal Agreement with TASB Risk Management Fund will allow CHISD to continue its participation in the “Fund” which currently includes Workers’ Compensation and Unemployment Compensation Insurance. The Interlocal Participation Agreement was revised in 2021 after the previous agreement had been in effect for nearly 10 years.

**RECOMMENDATION:**

Administration requests approval to renew the Interlocal Participation Agreement with TASB Risk Management Fund.

**BOARD ACTION REQUIRED:**

Motion to approve administration’s request to renew the Interlocal Participation Agreement with TASB Risk Management Fund.

**POLICY AUTHORIZATION:**

CH – LEGAL Purchasing and Acquisition  
CH – LOCAL Purchasing and Acquisition

**CONTACT PERSON:**

Carla Settle, Chief Finance Officer  
Caleb Pape, Director of Purchasing & Contracts Management

**FUNDING SOURCE:**

N/A

**ENCLOSURES:**

Interlocal Participation Agreement

## TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

### TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
  - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
  - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
  - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
    - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
    - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;

- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

## 5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.

## 8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.

10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

## 11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
- b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.

12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.

13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.

14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).

21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
  - Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
  - Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

**Waiver and Estoppel.** No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

**Assignment.** This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org). The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
  - CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
  - "Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
  - Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
  - Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.

26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: **Cedar Hill ISD**

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

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

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

\_\_\_\_\_

Date approved by Fund Member's Board of Trustees: \_\_\_\_\_

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**For TASB Risk Management Fund Use Only**

**For TASB RISK MANAGEMENT FUND:**

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

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

Chair, TASB Risk Management Fund Board of Trustees



## 8.E. District of Innovation

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** District of innovation Amendment

**Consent**

**BACKGROUND INFORMATION:**

Administration seeks to amend the District of Innovation plan with the Superintendent's recommendation. This amendment would allow Cedar Hill ISD to hire more qualified teachers to fill vacancies.

**RECOMMENDATION:**

Administration recommends the approval of the District of Innovation Amendment.

**BOARD ACTION REQUIRED:**

Motion to approve the Superintendent's recommendation to amend the District of Innovation plan to allow Cedar Hill ISD to hire more qualified teachers to fill vacancies.

**POLICY AUTHORIZATION:**

DC (LOCAL) Employment Practices  
DFE (LOCAL) Termination of Contract: Resignation  
DCD (LOCAL) Employment Practices: At-Will Employment

**CONTACT PERSON:**

Ms. Hallema Jackson, Assistant Superintendent of Human Resources

**FUNDING SOURCE:**

As provided in the district budget per CHISD compensation plan.

**ENCLOSURES:**

Under separate cover.

## 8.F. Juneteenth Resolution

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Juneteenth Holiday Board Resolution

**Consent**

**BACKGROUND INFORMATION:**

Administration seeks to amend the district work calendar with the Superintendent's recommendation. This resolution allows Cedar Hill ISD's calendar to be in accordance with the Federal Juneteenth Holiday. In addition, this will also ensure that 192 employees have a commensurate amount of days in their working calendar.

**RECOMMENDATION:**

Administration recommends the approval of the Juneteenth Holiday Board Resolution.

**BOARD ACTION REQUIRED:**

Motion to approve the Superintendent's recommendation to adopt the Juneteenth Resolution to allow Cedar Hill ISD's calendar to be in accordance with the Federal Juneteenth Holiday.

**POLICY AUTHORIZATION:**

DC (LOCAL) Employment Practices  
DFE (LOCAL) Termination of Contract: Resignation  
DCD (LOCAL) Employment Practices: At-Will Employment

**CONTACT PERSON:**

Ms. Hallema Jackson, Assistant Superintendent of Human Resources

**FUNDING SOURCE:**

As provided in the district budget per CHISD compensation plan.

**ENCLOSURES:**

Under separate cover.

## 8.G. Smartboard Replacement Devices

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Classroom Smartboard Replacement Devices

**Consent**

**BACKGROUND INFORMATION:**

The Technology Department identified classroom projectors and Smartboards that are beyond usable life and non-functioning during the summer. These devices will be replaced for immediate use in classrooms.

**RECOMMENDATION:**

Approval of purchase of 23 Smartboards to replace classroom Smartboards and projectors that are not functional.

**BOARD ACTION REQUIRED:**

Yes

**POLICY AUTHORIZATION:**

None

**CONTACT PERSON:**

Neil Bolton, Executive Director of Technology

**FUNDING SOURCE:**

Esser

**ENCLOSURES:**

Smartboard Quote

9. BOARD DISCUSSION

9.A. Upcoming Events

9.B. Training and Event Recaps

10. SUPERINTENDENT'S REPORT

10.A. Employment, Retirements, Resignations and Terminations of Professional Staff

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Employment, Retirements, and Resignations  
of Professional Staff

**Information**

**BACKGROUND INFORMATION:**

The following consent items, employment, retirements, resignations, and terminations have been submitted for board information.

**RECOMMENDATION:**

N/A

**BOARD ACTION REQUIRED:**

N/A

**POLICY AUTHORIZATION:**

DC (Local) Employment Practices  
DFE (Local) Termination of Contract: Resignation  
DCD (Local) Employment Practices: At-Will Employment

**CONTACT PERSON:**

Dr. Violet Dean, Assistant Superintendent of Human Resources

**FUNDING SOURCE:**

As provided in the district budget per CHISD compensation plan.

**ENCLOSURES:**

Under separate cover.

**New Hires  
July 1-31, 2022**

<b>Name</b>	<b>Position</b>	<b>Campus</b>	<b>Hire Date</b>
AGUILAR, JUDITH ELIZABETH	ADMINISTRATOR - CERTIFIED	750 GENERAL ADMINISTRATION	07/01/2022
BOYD, BRITTNEY JADE	ADMINISTRATOR - PRINCIPAL	107 WATERFORD OAKS ELEMENTARY	07/20/2022
CHOYCE, FELICIA YVETTE	PROFESSIONAL - CERTIFIED	999 ADMINISTRATION	07/29/2022
DAWN, LATOSHA	ADMINISTRATOR - PRINCIPAL	041 W.S. PERMENTER MIDDLE	07/20/2022
DEVER, BONNESHIA JOYCE	PROFESSIONAL - NON CERTIFIED	001 CEDAR HILL HIGH	07/29/2022
EDWARDS, TIRANUS L	ADMINISTRATOR - PRINCIPAL	001 CEDAR HILL HIGH	07/20/2022
GARNER, STEPHANIE PAIGE	PROFESSIONAL - CERTIFIED	999 SPECIAL EDUCATION	07/01/2022
GRIFFIN, BRITTANI FELICIA	PROFESSIONAL - CERTIFIED	104 HIGH POINTE ELEMENTARY	07/27/2022
MALLARD, IDOL G	ADMINISTRATOR - PRINCIPAL	001 CEDAR HILL HIGH	07/01/2022
MITCHELL, CHIMERE ROCHELLE	PROFESSIONAL - CERTIFIED	042 BESSIE COLEMAN MIDDLE	07/27/2022
NEWMAN, LAMONICA	PROFESSIONAL - CERTIFIED	101 BRAY ELEMENTARY	07/27/2022
PRACHYL, JORDEN ELIZABETH	PROFESSIONAL - NON CERTIFIED	001 CEDAR HILL HIGH	07/29/2022
TAULTON, JEREMY LESTER	ADMINISTRATOR - PRINCIPAL	001 CEDAR HILL HIGH	07/20/2022
WASHINGTON, LACHELE TRYCHEA	PROFESSIONAL - CERTIFIED	999 SPECIAL EDUCATION	07/01/2022

**Resignations-PUBLIC****July 1-31, 2022**

<b>Name</b>	<b>POSITION</b>	<b>CAMPUS/DEPARTMENT</b>	<b>Effective</b>	<b>Reason</b>
AJAKAYE, OLAIDE OLUTOSIN	TEACHER	104 HIGH POINT ELEMENTARY	07/28/2022	PROMOTION IN ANOTHER DISTRICT
ANDERSON, DEMETRIUS LAJUAN	TEACHER	042 COLEMAN MIDDLE SCHOOL	07/25/2022	PROMOTION IN ANOTHER DISTRICT
JACKSON, MARY TOY	TEACHER	042 COLEMAN MIDDLE SCHOOL	07/01/2022	PROMOTION IN ANOTHER DISTRICT
LEWIS, CHERYL LYNN	TEACHER	108 LAKE RIDGE ELEMENTARY	07/01/2022	RELOCATING
MCCULLUM, MARQUITA ANTOINETTE	ADMINISTRATOR	108 LAKE RIDGE ELEMENTARY	07/31/2022	PROMOTION IN ANOTHER DISTRICT

## 10.B. Investment Report

**CEDAR HILL INDEPENDENT SCHOOL DISTRICT  
2021-2022 FISCAL YEAR INVESTMENT REPORT  
FOR THE TWELVE MONTHS ENDING JUNE 30, 2022**



	<b>Beginning Balance 3/31/2022</b>	<b>Deposits</b>	<b>Withdrawals</b>	<b>Interest for 3rd Quarter</b>	<b>Ending Balance 6/30/2022</b>	<b>Interest Fiscal Year to Date</b>	<b>Percentage of Portfolio</b>	<b>Average Yield to Maturity</b>
<b>Local Government Investment</b>								
<b>Cooperative (LOGIC)</b>								
M&O Fund including Federal (200-299)	\$ 27,469,611.14	\$ 10,067,598.20	\$ (27,741,664.32)	\$ 40,398.30	\$ 9,835,943.32	\$ 40,398.30	33.10%	0.8035%
Debt Service Fund	13,301,907.60	225,827.46	-	27,013.11	13,554,748.17	\$ 27,013.11	45.62%	
Capital Project Fund	1,079,304.97	-	(75,000.00)	2,157.29	1,006,462.26	\$ 2,157.29	3.39%	
Food Service Fund	417,669.17	1,457,864.90	(901,844.22)	1,581.71	975,271.56	\$ 1,581.71	3.28%	
Mike Norton Scholarship Fund	14,623.13	-	-	29.30	14,652.43	\$ 29.30	0.05%	
WW Wilson Legacy Scholarship Fund	27,913.43	-	-	55.99	27,969.42	\$ 55.99	0.09%	
	<u>\$ 42,311,029.44</u>	<u>\$ 11,751,290.56</u>	<u>\$ (28,718,508.54)</u>	<u>\$ 71,235.70</u>	<u>\$ 25,415,047.16</u>	<u>\$ 71,235.70</u>		
<b>Local Government Investment</b>								
<b>Corporate Overnight Fund (First Public)</b>								
General Operating Fund	\$ 2,118,901.00	\$ -	\$ -	\$ 4,272.17	2,123,173.17	\$ 7,110.98	7.15%	0.8067%
	<u>\$ 2,118,901.00</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,272.17</u>	<u>\$ 2,123,173.17</u>	<u>\$ 7,110.98</u>		
<b>Texas Local Government</b>								
<b>Investment Pool (Texpool)</b>								
Debt Service Fund	171,167.73	-	-	274.29	171,442.02	\$ 420.69	0.58%	0.7886%
	<u>\$ 171,167.73</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 274.29</u>	<u>\$ 171,442.02</u>	<u>\$ 420.69</u>		
<b>Texas Cooperative Liquid Assets</b>								
<b>Securities System Trust (Texas CLASS)</b>								
General Operating Fund	2,000,907.22	-	-	4,065.69	2,004,972.91	\$ 4,212.09	6.75%	0.8142%
	<u>\$ 2,000,907.22</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,065.69</u>	<u>\$ 2,004,972.91</u>	<u>\$ 4,212.09</u>		
<b>TOTAL</b>	<u><b>\$ 46,602,005.39</b></u>	<u><b>\$ 11,751,290.56</b></u>	<u><b>\$ (28,718,508.54)</b></u>	<u><b>\$ 79,847.85</b></u>	<u><b>\$ 29,714,635.26</b></u>	<u><b>\$ 82,979.46</b></u>	<u><b>100.00%</b></u>	<u><b>0.8032%</b></u>

I certify that the above investments comply with Cedar Hill ISD Policy CDA(LEGAL)-P and Cedar Hill ISD Policy CDA(LOCAL)-X., and the Texas Public Funds Investment Act (PFIA).

\_\_\_\_\_  
Carla Settle

\_\_\_\_\_  
Paula McBride

## 10.C. Efficiency Report - Fine Arts

**Cedar Hill Independent School District  
BOARD OF TRUSTEES**

**Meeting Date: August 15, 2022**

**Presented by: Dr. Gerald Hudson, Superintendent of Schools**

**Subject: Fine Arts Department Efficiency Report 2022**

**Information**

**BACKGROUND INFORMATION:**

**RECOMMENDATION:**

Information Only

**BOARD ACTION REQUIRED:**

None

**POLICY AUTHORIZATION:**

None

**CONTACT PERSON:**

Derrick Walker, Director of Fine Arts

**FUNDING SOURCE:**

None

**ENCLOSURES:**

Fine Arts DER



# CEDAR HILL ISD

DEPARTMENT EFFICIENCY REPORT

**DEPARTMENT:** Fine Arts Department

**PRESENTER:** Derrick Walker, Director of Fine Arts

**EXECUTIVE SUMMARY:** Cedar Hill ISD offers numerous award-winning programs in the area of fine arts. The arts provide scholars with unique experiences that allow them to explore their passions, maximize their creativity and critical thinking skills, and learn valuable lessons about self-motivation, dedication, team work, and communication.

Cedar Hill Fine Arts scholars are renowned for giving performances that are significant both for their technical proficiency and artistic excellence. These highly rated programs annually place high numbers of talented scholars in regional, area, state, and national competitions. Whether scholars are interested in art, band, choir, dance and theatre, Cedar Hill ISD has outstanding programs at all grade levels including elementary that will educate their minds, stimulate their creativity, and provide them with excitement and self-discipline that will last a lifetime.

## **AWARDS/RECOGNITIONS & PRESENTATIONS:**

### **Dance Department:**

#### **ADTS Dance Contest at Mansfield High**

Freshman Soloist - 3rd place - Londen McQueen

Medium Division - Runner Ups

Medium Division - Officers Champion

Sweepstakes Award

Officers: Judges Award in Jazz, Pom, Hip Hop and Contemporary

Team Medium Division Champion

Team Judges Award in Jazz, Pom, Hip Hop, & Military

Best in Class Medium Division Champion

#### **Showtime International Lake Ridge 2022**

Solos:

Londen McQueen Jr 9th grade HS Winner

Samiya Regains HS 10-12th grade Runner-up

Large Ensemble Elite Jazz Winner

Officers: Judges & Sweepstakes, Jazz Winner, Pom Winner, Hip Hop Winner, Contemporary 1st runner up, Supreme Pom, Supreme Hip Hop

Team: Judges & Sweepstakes, 1st Runner Up Military, First Runner up Pom, 1st place Hip Hop, 1st place Open Class, Applause Award Hip Hop, Supreme Award Hip Hop, 2nd place Best overall Team

### **ADTS Nationals - Denton, TX**

Solo:

Samiya Regains 4th Runner Up Winner

Team: 1st Runner Up Pom and Hip Hop, 2nd Runner Up Military, Medium Division Nation Show Production Champs, 3rd Runner-Up Medium Division, 9th overall National Best of the Best Team

### **Theatre Department:**

State Thespian Festival Awards:

All Star Troupe Award, Best Ensemble for a Marathon Play Performance, Best Supporting Actress in Marathon Play, and (4) National Qualifying scholars

UIL One Act Play Contest Awards:

Superior Rated Performance, Best Technician Award, 2 Allstar Actors award, 2 Honorable Mention All Stars, Best Tech Crew Award

Broadway Dallas HS Musical Theatre Nominations:

Lead Performer - Jonathan Tarver

Best Costume, Best Orchestral Pit

### **Visual Arts Department:**

Created Black History Month Coloring Books for all 5th grade scholars in the district.

Provided Christmas Artwork for this years District Holiday Card

Cedar Hill HS art class designed the Front & Back cover of "The Southwest Bond" a quarterly magazine for members of Delta Sigma Theta Sorority Inc.

Cedar Hill HS Scholar Aiden Elliot placed in the Top 20 for Google's Design a Doodle contest

Cedar Hill HS Scholar Allyson Hernandez artwork was displayed by Congresswoman Bernice Johnson at her annual Congressional Art Competition Dinner

## **Orchestra Department:**

Bessie Coleman had 5 scholars make the Region 5 All Region Orchestra

Region 5 UIL Concert and Sightreading Assessment - Superior Rating in Sight-reading Bessie Coleman Non varsity Orchestra

Region 5 UIL Concert and Sightreading Assessment - Superior Rating in Sight-reading Bessie Coleman Varsity Orchestra

Region 5 UIL Concert and Sightreading Assessment - Excellent Rating in both Concert and Sight-reading for the Cedar Hill HS Orchestra

Music in the Parks Festival - 1st Place Class AA MS Orchestra - Bessie Coleman

Music in the Parks Festival - Overall Grand Champion - Bessie Coleman

Pride of Texas Festival - 1st Place Bessie Coleman Beginner Orchestra

Pride of Texas Festival - 2nd Place Permenter Orchestra

## **Choral Department:**

Cedar Hill HS had 3 scholars make the Region 5 All Region Choir

Region 5 UIL Concert and Sightreading Assessment - Bessie Coleman - Superior rating in Concert and an Excellent Rating in Sight-reading

Region 5 UIL Concert and Sightreading Assessment - Permenter - Excellent Rating in Concert

Region 5 UIL Concert and Sightreading Assessment - CHHS NV Treble - Superior Rating in Sight-Reading

Region 5 UIL Concert and Sightreading Assessment - CHHS NV Treble-Bass - Superior rating in Concert and an Excellent Rating in Sight-reading

Region 5 UIL Concert and Sightreading Assessment - CHHS Varsity Treble - Superior rating in Concert and an Excellent Rating in Sight-reading

### **Band Department:**

State Fair Classic Band Festival:

1st place Band, 1st place Colorguard, 1st place Percussion, 1st place Drum Major, Overall Grand Champion

Region 5 HS UIL Marching Contest - Cedar Hill HS - Sweepstakes - Superior Rating

US Bands Traditional Showband Nationals:

1st place Band - Red Division, Best Drumline, Best Overall Auxiliary, Best Winds, Best Overall Music, Overall Grand National Champions

Roland Parrish Battle of the Bands:

1st place Band - Red Division, 2nd place Colorguard, 3rd place Drum Major, & Overall Grand Champion Band

Bessie Coleman had 2 scholars make the Region 5 All Region Band

Cedar Hill HS had 44 students make a Superior Rating at Solo & Ensemble and 39 advanced to STATE. At the State Level 18 HS scholars earned a Superior Rating

Region 5 UIL MS Concert & Sight-reading Assessment - Bessie Coleman Varsity - Sweepstakes

Region 5 UIL MS Concert & Sight-reading Assessment - Permenter Varsity - Excellent Rating on Stage and in SR

Region 5 UIL HS Concert & Sight-reading Assessment - Collegiate Academy/High - Sweepstakes

Region 5 UIL HS Concert & Sight-reading Assessment - HS Symphonic - Excellent Rating on Stage and a Superior in SR

Region 5 UIL HS Concert & Sight-reading Assessment - HS Symphonic Winds - Excellent Rating on Stage and in SR

Region 5 UIL HS Concert & Sight-reading Assessment - HS Wind Symphony - Excellent Rating on Stage and in SR

Permenter MS Beginner Band - Superior Rating at the NRH20 Festival

Bessie Coleman MS Beginner Band - Superior Rating at the NRH20 Festival & Best Overall

Bessie Coleman Honor Band - Superior Rating at the North Texas Festival of Distinction - 1st Runner Up

OrandoFest - Performing Arts Consultants National Concert Band Festival - Cedar Hill HS Symphonic Band - Superior Rating

OrandoFest - Performing Arts Consultants National Concert Band Festival - Cedar Hill HS Wind Symphony - Superior Rating

OrandoFest - Performing Arts Consultants National Concert Band Festival - Cedar Hill HS Wind Symphony - Overall Winner

Senior Bandsman Class of 2022 received scholarships offers of **\$4,124,640.00**

## **“ONE THING”**

This school year my primary focus was to bring the Visual Arts department to the forefront. Visual arts is often considered not as popular as the other fine arts because it doesn't involve scholars doing a lot outside of the classroom. I really wanted our art scholars to feel more appreciated by the district and its surrounding community. I challenged them to have their scholars enter more art contests, participate and host a district wide art show, create a coloring book for our elementary scholars and so much more.

## **DEPARTMENT STAFFING**

Director of Fine Arts - Derrick Walker



### **Major Responsibilities and Duties:**

#### **Instructional Leadership**

1. Design and implement a long-range plan for the district fine arts (art, choral/general music, instructional music, dance, band, orchestra, and theater arts programs).
2. Monitor the quality and implementation of all fine arts programs, and make recommendations for adjustments as needed.

3. Stay abreast of K-12 fine arts developments at the local (including Region 10) state and national level.
4. Seek support and coordination of fine arts programs with community groups through fine art's booster clubs, school PTA's, community organizations, parents and patrons.
5. Participate in community activities which foster rapport and mutual respect between the district, community and parents of fine arts students.
6. Research all grant possibilities in fine arts areas.
7. Analyze current programs and practices, keeping district staff well-informed and make responsible recommendations to the Chief Academic Officer.
8. Provide leadership for program development, assessment and resource selection for the fine arts including University Scholastic League (UIL) and other special activities.
9. Assess, plan, research and coordinate the development of curriculum documents and materials in assigned subject matter field(s).
10. Provide leadership for the design, support and implementation of quality professional development programs in the fine arts.
11. Disseminate current research on best practices in the fine arts.
12. Visit classrooms to observe teacher performance and provide documentation to the Principal..
13. Meet on a regular basis with all fine arts teachers.
14. Coordinate and review selection of instructional materials for the District in assigned subject matter field(s).
15. Plan, coordinate and conduct district-wide events and activities related to the Fine Arts.

16. Provide regular updates of programs, activities and services to appropriate audiences.
17. Solicit and develop robust partnership with the Fine Arts Community in Cedar Hill.
18. Coordinate, plan and conduct staff development and in-service in assigned subject matter fields.

### **Administrative Leadership**

1. Provide oversight of the Fine Arts Department and assume responsibility for all instructional programs of fine arts for grades K-12.
2. Assist Human Resources and principals in the interview process and selection of qualified teachers.
3. Make sound recommendations relative to fine arts teacher placement, transfer, retention and dismissal.
4. Participate in the development and management of budgets to support and maintain a quality district fine arts program.
5. Prioritize Fiscal/Facilities needs of the fine arts faculty.
6. Maintain auditable files and data on fine arts programs and expenditures and control budgets.
7. Provide for effective communication with staff, district employees, media, community and the board.
8. Supervise and evaluate campus-level directors in each of the fine arts.
9. Develop planning activities and implement programs collaboratively with staff to ensure attainment of department mission and overall improvement efforts.

## Fine Arts Team Leads



### **Pictured Left to Right:**

Audrey Peterbark - Elementary Music Lead

Douglass Harrell - Vocal Lead

Mila Mcqueen - Dance/Cheer Lead

Nicholas Wilson - Band Lead

Bethany Kennedy - Theatre Arts Lead

Danielle Grays-Johnson - Visual Arts Lead

Elizabeth Judd - Orchestra Lead

### **Fine Arts Lead job description**

Serves only as a means of coordinating areas of the fine arts programs in which the teacher is assigned. Often will coordinate in multiple schools as assigned by the Director of Fine Arts. Leads will be advisors to the Director of Fine Arts and site administrators, particularly in teacher effectiveness and curriculum as it relates to student achievement. The Fine Arts Director will meet with leads on a regular basis. It is the responsibility of the leads to share the information with their team in a timely manner.

## **DEPARTMENT FUNCTIONS**

The fine arts department is committed to fostering the innate artistic potential and cultivating the attributes of all CHISD scholars. The arts support learners' social and emotional well-being by inspiring courageous creative expression and celebrating diversity. As impassioned artist-teachers and professionals, we are committed to developing collaborative artistic leaders through an equitable, innovative, and rigorous curriculum.

We serve as your biggest fan club during sporting events, while also electrifying the audience during halftime shows.

We provide holism theatre productions across the district in which all families enjoy. We also produce some of the most beautiful music from our vocal, orchestral, and band scholars from across the district.

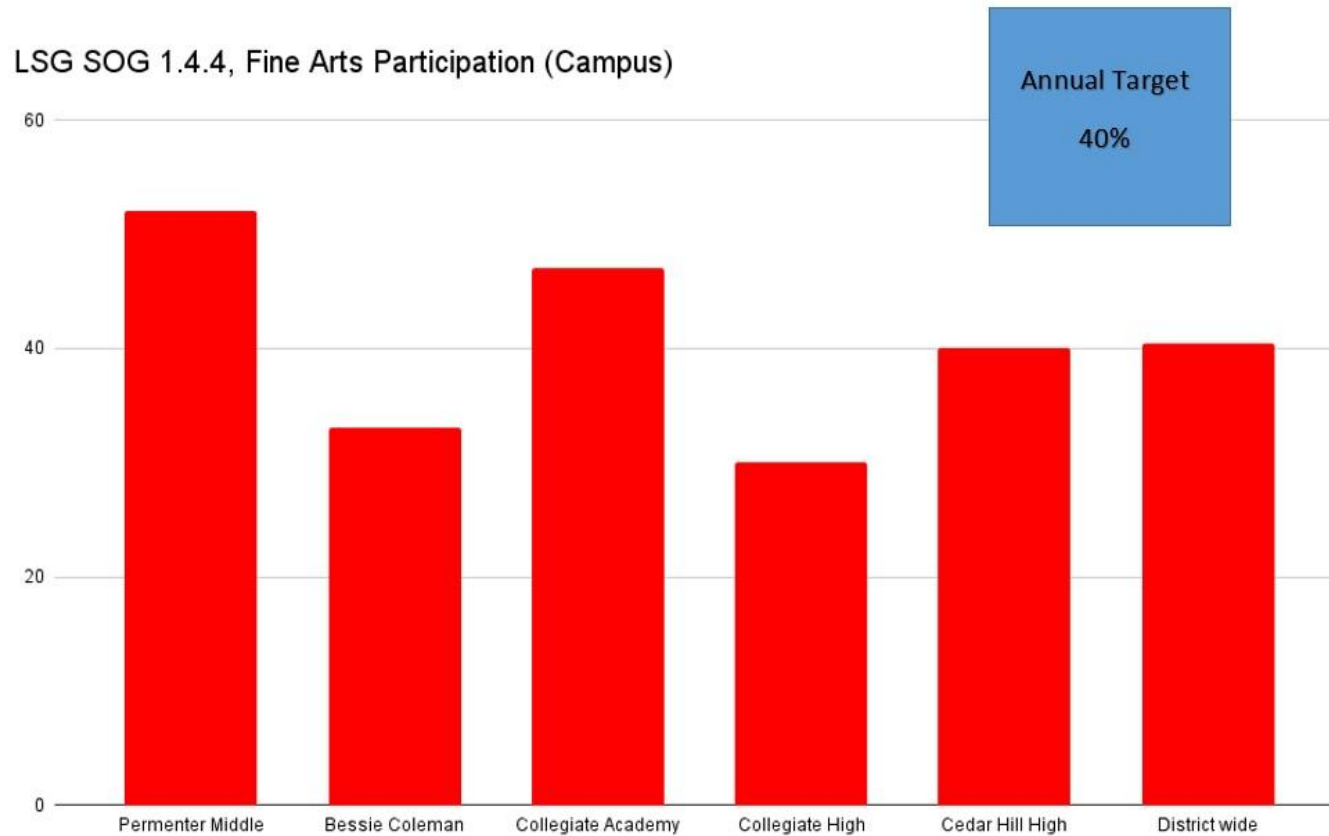
## ANNUAL BUDGET

Purchase	Description	Cost
Repair and Maintenance	These funds are used to repair and maintain band instruments, orchestra instruments, and piano's across the district.	\$30,400
Contracted Services (Classroom Instruction)	Private lessons in our performing arts programs, master classes, and clinicians to help prepare scholars for UIL events throughout the year.	\$44,200
Supplies (Classroom)	Arts supplies, Band music, vocal music, Orchestra music, folders and binders, pencils, paper, elementary Orff instruments, mouthpieces for instruments, reeds, valve oil, cleaning supplies etc	\$92,250
Employee Travel	Travel to Conferences across the state	\$19,990

Professional Membership Dues	TMEA, TETA, TATA, TDCA	\$3970
Contracted Services (extra-curricular)	Master classes for highsteppers, cheer clinicians, color guard clinicians, choreography for musical theatre etc.	\$48,800
Supplies (extra-curricular)	Supplies for building the theatre set for the musical, color guard flags, dance and cheer poms, marching band instruments, cheer tumbling mats	\$57,000
Student Transportation	Travel to competitions in and out of state, fine arts field trips, UIL events	\$51,000
Misc. Operations	Contest and Competition Fees, Snacks for after school rehearsals, end of year awards for students, graduation cords for various fine arts clubs	\$27,154
Total		\$374,764

The district invested **\$374,764** into our fine arts programs. In return our scholars earned well over **\$5 MILLION** in college scholarships. Thank you for your support and please consider increasing our budget for even more growth.

## EFFECTIVENESS INDICATORS



## DEPARTMENT CHALLENGES

### Stipends

As we work to hire new fine arts teachers in our recently 12 vacated areas, it is difficult to hire replacements as our stipends are much lower in every fine arts position compared to our neighboring districts. Several years ago stipends were cut and they have not been raised since this has taken place.

<b>Assignment</b>	<b>CHISD Current Stipend</b>	<b>Dallas ISD</b>	<b>Duncanville ISD</b>	<b>Mansfield ISD</b>	<b>Desoto ISD</b>	<b>Grand Prairie ISD</b>
Band, Head Director	\$ 9,750.00	\$ 13,000.00	\$ 17,000.00	\$ 24,575.00	Admin Scale	\$ 23,594.00
Band, High School Associate	\$ 6,375.00	\$ 7,300.00	\$ 13,500.00	\$ 9,671.00	\$ 8,500.00	\$ 13,871.00
Band, High School Assistant	\$ 6,375.00	\$ 7,300.00	\$ 11,500.00	\$ 9,671.00	\$ 7,550.00	\$ 13,471.00
Band, Middle School Head	\$ 6,000.00	\$ 7,000.00	\$ 10,500.00	\$ 9,074.00	\$ 7,100.00	\$ 8,000.00
Band, Middle School Assistant	\$ 4,500.00	\$ 5,200.00	\$ 8,500.00	\$ 6,847.00	\$ 5,500.00	\$ 6,500.00
Choir, High School Head	\$ 7,000.00	\$ 7,100.00	\$ 10,000.00	\$ 7,952.00	\$ 7,000.00	\$ 9,000.00
Choir, High School Assistant	\$ 3,300.00	\$ 4,300.00	\$ 5,000.00	\$ 4,415.00	\$ 3,500.00	\$ 4,100.00
Choir, Middle School	\$ 2,250.00	\$ 3,700.00	\$ 3,000.00	\$ 4,000.00	\$ 3,000.00	\$ 6,000.00
Dance, Drill Team High School Head	\$ 4,125.00	\$ 6,900.00	\$ 12,000.00	\$ 8,500.00	\$ 6,000.00	\$ 6,000.00
Dance, Drill Team Assistant	\$ 1,500.00	\$ 4,000.00	\$ 7,000.00	\$ 3,500.00	\$ 4,000.00	\$ 4,500.00
Theatre Arts, High School Head	\$ 4,500.00	\$ 5,600.00	\$ 7,000.00	\$ 7,500.00	\$ 6,000.00	\$ 8,000.00
Theatre High School Assistant	\$ 1,800.00	\$ 2,500.00	\$ 4,000.00	\$ 4,000.00	N/A	\$ 2,500.00
Theatre Arts, Collegiate Prep	\$ 1,200.00	\$ 2,500.00	N/A	N/A	N/A	N/A
Theatre Arts, Middle School	\$ 1,125.00	\$ 2,500.00	N/A	\$ 2,500.00	\$ 1,500.00	\$ 1,750.00
Orchestra HS	\$ 9,750.00	\$ 6,800.00	N/A	N/A	N/A	\$ 6,000.00
Orchestra, Middle School	\$ 3,750.00	\$ 4,600.00	N/A	N/A	N/A	\$ 4,500.00

Elementary Music Lead	\$ -	N/A	\$ 1,250.00	N/A	N/A	N/A
Visual Art Lead	\$ -	N/A	\$ 2,000.00	N/A	N/A	N/A
Color Guard Sponsor	\$ -	N/A	\$ 3,000.00	\$ 5,000.00	\$3500	\$ 4,500.00
Cheerleader, Varsity Head	\$ 4,125.00	\$ 5,000.00	\$ 6,000.00	\$ 5,000.00	\$ 4,000.00	\$ 5,500.00
Cheerleader, JV Assistant	\$ 1,500.00	\$ 2,500.00	\$ 3,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00

### **VISION FOR THE FUTURE:**

Our vision is that our scholars can learn when high expectations, quality instruction, time and resources are appropriately given. Our staff will provide an educational experience that will develop a scholar's artistic disciplines that will prepare them for their future fine arts experiences. To continue to create a cohesive Fine Arts Department so that we can build a successful K-12 program in all areas. Continue to create comprehensive expectations of both directors and scholars. The Fine Arts Department will be a learning, innovative and progressive organization that provides lifelong learning opportunities for fine arts scholars.

## 10.D. Cybersecurity Appliance

# Cedar Hill Independent School District BOARD OF TRUSTEES

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Cybersecurity Appliance

## Information

### **BACKGROUND INFORMATION:**

Managed Detection and Response (MDR) is a term for a cybersecurity appliance that helps organizations recognize potential security threats and vulnerabilities before they have a chance to disrupt operations. This technology supports threat detection, compliance and security incident management through the collection and analysis (both near real time and historical) of security events. It uses artificial intelligence to automate many of the manual processes associated with threat detection and incident response, making them a staple in modern-day network operation centers (NOCs) for security and compliance management. This appliance will allow the CHISD technology department to have greater visibility into the district's network. Many appliances were evaluated and this one was chosen for its effectiveness. The purchase is through the Choice Partners purchasing cooperative and the yearly cost is \$69,904.36. The district was able to secure this discount pricing for 3 years.

### **RECOMMENDATION:**

Information Only

### **BOARD ACTION REQUIRED:**

None

### **POLICY AUTHORIZATION:**

CH – LEGAL Purchasing and Acquisition  
CH – LOCAL Purchasing and Acquisition

### **CONTACT PERSON:**

Neil Bolton, Executive Director of Technology

### **FUNDING SOURCE:**

2022-2023 Budget

### **ENCLOSURES:**

Cybersecurity Appliance Quote

## 10.E. Erate Switches

# Cedar Hill Independent School District BOARD OF TRUSTEES

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Erate Switches

## Information

### **BACKGROUND INFORMATION:**

Cedar Hill has participated in the Erate program for over a decade. Erate provides discounts to assist schools to obtain internet access and telecommunications services. Universal Service Administrative Company (USAC), which governs Erate, uses a district's economically disadvantaged data to determine its discount rate. Cedar Hill qualifies for an 80% discount for any equipment that delivers internet. In December 2021 the district began a competitive bidding process for network switches to replace some of the aging network switches which will be installed on all campuses throughout the district. The district received 7 bids from 4 vendors. The bids were evaluated and the vendor Netsync was chosen to provide all equipment. The total cost of purchase is \$354,527.40 but the district only pays \$70,905.48 for the equipment.

### **RECOMMENDATION:**

Information Only

### **BOARD ACTION REQUIRED:**

None

### **POLICY AUTHORIZATION:**

CH – LEGAL Purchasing and Acquisition

CH – LOCAL Purchasing and Acquisition

### **CONTACT PERSON:**

Neil Bolton, Executive Director of Technology

### **FUNDING SOURCE:**

2022-2023 Budget

### **ENCLOSURES:**

Erate Switches Quote

## 10.F. Purchases

# Cedar Hill Independent School District BOARD OF TRUSTEES

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Purchases over \$50,000

## Information

### **BACKGROUND INFORMATION:**

Cedar Hill ISD Board Policy CH (LOCAL) states, The Superintendent is not required to obtain Board approval for the following types of budgeted purchases, regardless of cost, but shall subsequently report them to the Board:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with state law;
2. A purchase made through a cooperative purchasing program, in accordance with state law;
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing;
4. The purchase of budgeted regulated utility services;
5. A continuing or periodic purchase of goods or services under a Board-approved bid or contract; or
6. A purchase for produce or fuel

### **RECOMMENDATION:**

N/A

### **BOARD ACTION REQUIRED:**

N/A

### **POLICY AUTHORIZATION:**

CH – LEGAL Purchasing and Acquisition

CH – LOCAL Purchasing and Acquisition

### **CONTACT PERSON:**

Carla Settle, Chief Financial Officer

Caleb Pape, Director of Purchasing & Contracts Management

### **FUNDING SOURCE:**

Multiple

### **ENCLOSURES:**

July Purchases over \$50,000

10.G. Renewal for Purchase of Workers' Compensation Insurance

# Cedar Hill Independent School District BOARD OF TRUSTEES

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Renewal of Contract for the Purchase of Workers' Compensation Insurance for 2022-2023

## Information

### **BACKGROUND INFORMATION:**

The Superintendent is not required to obtain Board approval for certain types of budgeted purchases, regardless of cost, but shall subsequently report them to the Board. A purchase made pursuant to a Board-approved interlocal contract, in accordance with Government Code Chapter 791 and in accordance with Local Government Code 271.102 satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Participation in TASB Risk Management Fund is via Interlocal Agreement which meets Section 44.031 of the Education Code as an approved purchasing method that is in compliance with all bidding statutes. This allows the district to enter into an agreement without going through an additional bidding process.

The District is a member of the interlocal agreement that includes property, liability, workers' compensation and unemployment compensation. The four programs were combined in April 1997 to form the Fund. Fund Members have the option of participating in one or all of the Fund's programs. The Fund has provided exceptional risk management coverage to educational entities throughout Texas for over 40 years and risk management services to more educational entities across the state than any other single provider.

TASB RMF presented a fully funded renewal for a one-year plan in the amount of \$391,536. Additional losses and increased payroll has attributed to the slight increase this year. The term of the contract will be September 1, 2022 – August 31, 2023.

This year TASB RMF has also amended the Interlocal Participation Agreement. The new Interlocal Agreement must be signed and returned with the Contribution & Coverage Summary.

### **BOARD ACTION REQUIRED:**

None

### **POLICY AUTHORIZATION:**

CH – LEGAL Purchasing and Acquisition

CH – LOCAL Purchasing and Acquisition

**CONTACT PERSON(S):**

Carla Settle, Chief Financial Officer

Caleb Pape, Director of Purchasing and Contracts Management

**FUNDING SOURCE:**

General Fund (199)

**ENCLOSURES:**

Workers Compensation Renewal Memo

Interlocal Participation Agreement

## 10.H. Renewal of Contract for Property and Liability Insurance

# Cedar Hill Independent School District BOARD OF TRUSTEES

**Meeting Date:** August 15, 2022

**Presented by:** Dr. Gerald Hudson, Superintendent of Schools

**Subject:** Renewal of Contract for the Purchase of Property and Liability Insurance for 2022-2023

## Information

### **BACKGROUND INFORMATION:**

The Superintendent is not required to obtain Board approval for certain types of budgeted purchases, regardless of cost, but shall subsequently report them to the Board. A purchase made pursuant to a Board-approved interlocal contract, in accordance with Government Code Chapter 791 and in accordance with Local Government Code 271.102 satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. Participation in the Property Casualty Alliance of Texas is via Interlocal Agreement which meets Section 44.031 of the Education Code as an approved purchasing method that is in compliance with all bidding statutes. This allows the district to enter into an agreement without going through an additional bidding process.

The district is currently in a multi-year deal with PCAT that expires in 2024 which caps annual rate increases to 10% as a result in changes in program reinsurance costs. This year's rate increase came in at 8.39%. After reviewing all available options, Property Casualty Alliance of Texas (PCAT) provided the best value to the district at the lowest premium. PCAT proposed a fully-insured one-year property and Liability coverage plan for a cost of \$1,046,887. The renewal term of the contract will be September 1, 2022 – August 31, 2023.

### **BOARD ACTION REQUIRED:**

None

### **POLICY AUTHORIZATION:**

CH – LEGAL Purchasing and Acquisition  
CH – LOCAL Purchasing and Acquisition

### **CONTACT PERSON(S):**

Carla Settle, Chief Financial Officer  
Caleb Pape, Director of Purchasing and Contracts Management

**FUNDING SOURCE:**

General Fund (199)

**ENCLOSURES:**

2022 Property Casualty Renewal Summary

11. ADJOURN